

FINAL AGENDA

REGULAR COUNCIL MEETING
TUESDAY
FEBRUARY 17, 2015

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

4:00 P.M. MEETING

Individual Items on the 4:00 p.m. meeting agenda may be postponed to the 6:00 p.m. meeting.

1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

MAYOR NABOURS
VICE MAYOR BAROTZ
COUNCILMEMBER BREWSTER
COUNCILMEMBER EVANS

COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER PUTZOVA

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

MISSION STATEMENT

The mission of the City of Flagstaff is to protect and enhance the quality of life of its citizens.

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

- A. **Consideration and Approval of Minutes:** City Council Regular Meeting of January 20, 2015; Special Meeting (Executive Session) of January 20, 2015; Budget Advance of January 22, 2015; and Regular Meeting of February 3, 2015.

5. PUBLIC PARTICIPATION

Public Participation enables the public to address the Council about an item that is not on the agenda (or is listed under Possible Future Agenda Items). Comments relating to items that are on the agenda will be taken at the time that the item is discussed. If you wish to address the Council at tonight's meeting, please complete a comment card and submit it to the recording clerk as soon as possible. Your name will be called when it is your turn to speak. You may address the Council up to three times throughout the meeting, including comments

made during Public Participation. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

6. PROCLAMATIONS AND RECOGNITIONS

None

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: Tourism Commission.

RECOMMENDED ACTION:

Make one At Large appointment to a term expiring January 2016.

B. Consideration of Appointments: Transportation Commission.

RECOMMENDED ACTION:

Make one NAIPTA Representative appointment to term expiring November 2016.

8. LIQUOR LICENSE PUBLIC HEARINGS

A. Consideration and Action on Liquor License Application: Oscar Kwan, "Hunan West", 1302 S. Plaza Way, Series 07 (beer and wine bar), Person Transfer.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

B. Consideration and Action on Liquor License Application: Tyler Christensen, "SoSoBa", 12 E. Route 66, #104, Series 12 (restaurant), New License.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

9. CONSENT ITEMS

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

- A. **Consideration and Approval of Contract:** Industrial Drive Improvements - Huntington Drive to Nestle Purina Avenue. (Industrial Drive Realignment)

RECOMMENDED ACTION:

- 1) Approve the construction contract with Eagle Mountain Construction in the amount of \$1,526,097.20 (includes a \$98,825 contract allowance) and a contract time of 214 calendar days;
- 2) Approve Change Order Authority to the City Manager in the amount of \$142,730.00 (10% of the contract amount, less allowance);
- 3) Authorize the City Manager to execute the necessary documents.

- B. **Consideration and Approval of Final Plat.** A request by Woodson Engineering & Surveying, on behalf of Westglen MHP, LLC, for the subdivision of 27.9 acres into 201 condominium units located at 1450 W Kaibab Lane within the Manufactured Housing (MH) zone.

RECOMMENDED ACTION:

Staff recommends approving the final plat, and authorizing the Mayor to sign the plat when notified by staff that all conditions have been met and documents are ready for recording

- C. **Consideration and Approval of Contract:** Consultant Agreement: Transit Spine Route Study, RFP 2015-04 (Grant Funded)

RECOMMENDED ACTION:

- 1) Approve the Consultant Services Agreement with Nelson-Nygaard Consulting Associates, Inc. (Nelson Nygaard) in the amount of \$297,673.
- 2) Authorize the City Manager to execute the necessary documents

10. **ROUTINE ITEMS**

- A. **Consideration and Approval of Street Closure:** Flagstaff Earth Day

RECOMMENDED ACTION:

Approve the street closure at Aspen Ave between San Francisco Street and Leroux street on April 18, 2015 from 7:00 am - 4:30 pm.

- B. **Consideration and Adoption of Ordinance No. 2015-01:** An ordinance of the Mayor and Council of the City of Flagstaff, Arizona amending Title 10 Section 20 of the City Code regarding Subdivision Assurances.

RECOMMENDED ACTION:

At the February 17, 2015, Council Meeting

- 1) Read Ordinance No. 2015-01 by title only for the first time on February 17, 2015
- 2) City Clerk reads Ordinance No. 2015-01 by title only (if approved above)

At the March 3, 2015, Council Meeting

- 3) Read Ordinance No. 2015-01 by title only for the final time
- 4) City Clerk reads Ordinance No. 2015-01 by title only (if approved above)
- 5) Adopt Ordinance No. 2015-01

RECESS**6:00 P.M. MEETING****RECONVENE****NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION**

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

11. ROLL CALL

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

MAYOR NABOURS

VICE MAYOR BAROTZ

COUNCILMEMBER BREWSTER

COUNCILMEMBER EVANS

COUNCILMEMBER ORAVITS

COUNCILMEMBER OVERTON

COUNCILMEMBER PUTZOVA

12. PUBLIC PARTICIPATION**13. CARRY OVER ITEMS FROM THE 4:00 P.M. AGENDA****14. PUBLIC HEARING ITEMS**

None

15. REGULAR AGENDA

- A. Consideration and Approval of Agreement:** Installation and Maintenance Easement Agreement between the City of Flagstaff and Flagstaff Aspen Place, LLC (***Grant easement to Flagstaff Aspen Place, LLC***).

RECOMMENDED ACTION:

Approve the Installation and Maintenance Easement Agreement and authorize the Mayor to execute the agreement.

- B. Consideration and Approval of Grant:** Arizona Department of Transportation Intergovernmental Agreement/Joint Project Agreement for funding of the design and construction of the Fourth Street FUTS from Huntington Drive To Butler Avenue. (***FUTS Improvements on Fourth St.***)

RECOMMENDED ACTION:

Approve the Intergovernmental Agreement (IGA)/Joint Project Agreement (JPA) between the City of Flagstaff and the Arizona Department of Transportation (ADOT) for grant funds in the amount of \$657,000.00 and City funding match in the amount of \$39,712.00 for the design and construction of the Fourth Street FUTS project.

- C. **Consideration and Adoption of Resolution No. 2015-04:** A Resolution authorizing the City of Flagstaff to provide a loan for up to one-hundred twenty-five thousand dollars (\$125,000) to Oakwood Village IV / Flagstaff LP as local government contribution for a Low Income Housing Tax Credit project under the Arizona Department of Housing 2015 Qualified Allocation Plan.

RECOMMENDED ACTION:

- 1) City Clerk to read Resolution No. 2015-04 by title only
- 2) City Clerk reads Resolution No. 2015-04 by title only (if approved above)
- 3) Adopt Resolution No. 2015-04

16. **DISCUSSION ITEMS**

- A. **Update on the Plastic Bag Management Discussion and Community Focus Group**

17. **POSSIBLE FUTURE AGENDA ITEMS**

Verbal comments from the public on any item under this section must be given during Public Participation near the beginning of the meeting. Written comments may be submitted to the City Clerk. After discussion and upon agreement of three members of the Council, an item will be moved to a regularly-scheduled Council meeting.

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

19. **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 _____, 2015.

Elizabeth A. Burke, MMC, City Clerk

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Elizabeth A. Burke, City Clerk
Date: 02/13/2015
Meeting Date: 02/17/2015



TITLE

Consideration and Approval of Minutes: City Council Regular Meeting of January 20, 2015; Special Meeting (Executive Session) of January 20, 2015; Budget Advance of January 22, 2015; and Regular Meeting of February 3, 2015.

RECOMMENDED ACTION:

Amend/approve the minutes of the City Council Regular Meeting of January 20, 2015; Special Meeting (Executive Session) of January 20, 2015; Budget Advance of January 22, 2015; and Regular Meeting of February 3, 2015.

EXECUTIVE SUMMARY:

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

INFORMATION:

COUNCIL GOAL

8. Improve effectiveness of notification, communication, and engagement with residents, neighborhoods and businesses and about City services, programs, policies, projects and development

Attachments: [01.20.2015.CCRM.Minutes](#)
 [01.20.2015.CCSMES.Minutes](#)
 [01.22.2015.CCBA.Minutes](#)
 [02.03.2015.CCRM.Minutes](#)

4:00 P.M.

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 telephonically or by other technological means .

PRESENT

ABSENT

MAYOR NABOURS
VICE MAYOR BAROTZ
COUNCILMEMBER BREWSTER
COUNCILMEMBER EVANS
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER PUTZOVA

NONE

Others present: Interim City Manager Jeff Meilbeck; City Attorney Michelle D'Andrea.

3. **PLEDGE OF ALLEGIANCE AND MISSION STATEMENT**

The audience and City Council recited the Pledge of Allegiance and Mayor Nabours 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 of its citizens.

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

- A. Consideration and Approval of Minutes** : City Council Regular Meeting of November 18, 2014; Special Meeting (Executive Session) of December 3, 2014; Special Meeting (Executive Session) of December 15, 2014; Special Meeting (Executive Session) of December 16, 2014; Special Meeting (Executive Session) of December 18, 2014; Special Meeting (Executive Session) of December 23, 2014; Special Meeting (Executive Session) of January 6, 2015; and Special Meeting (Executive Session) of January 13, 2015.

Mayor Nabours asked that the wording on the November 18, 2014, meeting minutes be clarified regarding the sales tax being paid to either Peoria or Flagstaff, dependent on where the vehicles were purchased. Additionally, on page 13, the paragraph after PowerPoint should have reflected Councilmember Overton, not Oravits.

Moved by Councilmember Jeff Oravits, **seconded by** Councilmember Karla Brewster to approve the minutes of the City Council Regular Meeting of November 18, 2014; Special Meeting (Executive Session) of December 3, 2014; Special Meeting (Executive Session) of December 15, 2014; Special Meeting (Executive Session) of December 16, 2014; Special Meeting (Executive Session) of December 18, 2014; Special Meeting (Executive Session) of December 23, 2014; Special Meeting (Executive Session) of January 6, 2015; and Special Meeting (Executive Session) of January 13, 2015, as amended.

Vote: 7 - 0 - Unanimously

5. PUBLIC PARTICIPATION

Public Participation enables the public to address the Council about an item that is not on the agenda (or is listed under Possible Future Agenda Items). 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.

None

6. PROCLAMATIONS AND RECOGNITIONS

None

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: Planning and Zoning Commission.

Mayor Nabours stated that this item had been postponed for two weeks at the Council's direction to allow for more applicants.

The following individuals came forward and introduced themselves:

- Justin Ramsey - current commissioner and applicant
- Margo Wheeler - current applicant

Mayor Nabours noted that he and Councilmember Brewster were the Interview Team

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Karla Brewster to reappoint Justin Ramsey to the Planning and Zoning Commission, term to expire December 2017.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Karla Brewster, **seconded by** Mayor Jerry Nabours to appoint John Stigman to the Planning and Zoning Commission, term to expire December 2017.

Vice Mayor Barotz said that the current Commission has six men and one woman and in the interest of diversity it would be good to appoint another woman. They have a female applicant that is very knowledgeable and does not represent a specific industry. She said that she understood that the applicant was not given the opportunity to speak to the nominators and has offered to come back and give them further information if requested.

Councilmember Putzova asked Ms. Wheeler to return to the microphone and tell them a little more about herself. Ms. Wheeler said that she was a professional planner. In the past she has been a Planning Director in several California cities and in Las Vegas for ten years. She is currently on faculty at Northern Arizona University teaching planning. Additionally, she said that she has been on a planning commission several years ago in Burbank and would like to offer her experience and enthusiasm.

Vice Mayor Barotz said that Ms. Wheeler has been in Flagstaff for less than a year, and some may consider that a negative, but she believed that the fact that she was a woman would help the issue of gender diversity.

Councilmember Putzova said that in scanning the current roster the current commissioners represent either business or development, bringing projects to City staff and working with staff on their developments. She would like to see someone appointed that does not come from that background, but has experience in planning.

Councilmember Evans said that the work that John Stigman has done is incredible, but in looking at the applicants she was amazed that they delayed the vote to get further applicants and then did not interview them. She believed that someone with Ms. Wheeler's background would be good on the Planning and Zoning Commission.

Vote: 4 - 3

NAY: Vice Mayor Celia Barotz
Councilmember Coral Evans
Councilmember Eva Putzova

8. LIQUOR LICENSE PUBLIC HEARINGS

- A. Consideration and Action on Liquor License Application:** Larami Sandlin, Dark Sky Brewing Company, 117 N. Beaver St., Suite A, Series 03, New License.

Mayor Nabours opened the Public Hearing. There being no public input, the Public Hearing was closed.

Moved by Councilmember Jeff Oravits, **seconded by** Councilmember Coral Evans to forward the application to the State with a recommendation for approval.

Vote: 7 - 0 - Unanimously

9. CONSENT ITEMS

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

None

10. ROUTINE ITEMS

- A. Consideration and Approval of Contract:** Services Agreement; Utility Payment, Bill Presentment and Notification Services. **(Approve Agreement for Payment Processing Services).**

Moved by Councilmember Karla Brewster, **seconded by** Councilmember Jeff Oravits to accept the Proposal and approve the agreement with Paymentus Corporation, for the annual services of Utility Payment, Bill Presentment and Notification Services; and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

- B. Consideration and Approval of Sole Source Purchase:** Consideration and approval to purchase an upgrade to the Police Department's Public Safety Computer Automated Records System, to a WEB based Records Management System and Services through Intergraph Corporation, in the amount of \$500,000 plus applicable taxes. Funding of this request will come through the FY2016/17 budget process. **(THIS REQUEST IS TIME SENSITIVE DUE TO A JANUARY 31, 2015 DEADLINE BY THE VENDOR, SAVING THE CITY SUBSTANTIAL MONEY)**

Deputy Police Chief Dan Musselman said that this records management system from Intergraph is one of three systems that the Police Department currently uses; the others are CAD and jail management. He said that they implemented this system live in 2001 and have invested over \$4 million in it. It maintains the records of four agencies--the City, County Sheriff's Office, Northern Arizona University and the City of Williams.

He said that Intergraph is requiring their customers to upgrade in the next couple of years; however, if the City signs on now it will get a \$200,000 discount. He said that since this is a big-ticket item, they are requesting \$250,00 for this year and the remainder next year.

Chief Musselman said that the Statement of Work lays out when they get what; it is up to the City to determine when they want to start. He said that the only agency already upgraded is the Coast Guard, but Glendale is getting ready to do their upgrade, so they decided to hold

off until after that took place.

Chief Musselman said that these costs are divided among the four agencies. His understanding is that the City will pay the costs up front and then, pursuant to the Intergovernmental Agreement, each agency will pay their proportionate share.

Councilmember Overton said that he would advocate for the cooperation with the other agencies. He asked if they were forced to go with this system, or if there were other vendors available. Chief Musselman said that they are somewhat forced. It is like driving a Chevy truck and then going with another vendor which would require them to change to a Ford. Things would not work right. He said that based on the research he has done, to go to a new system they would be looking at an additional \$1 million up front and another \$1 million to transfer the data.

Councilmember Overton asked about the longevity of the next software generation. Larry Zamora replied that since it is fairly new, it should last for ten years or more.

Mayor Nabours said that the City has until January 31, but it was a nonbinding Notice of Intent. He asked when the trigger date was. Mr. Zamora said that Intergraph supports two revisions. Once they get beyond that they discontinue their support and that would end in January of 2017, so the City would have until then. He added that it will take 9-13 months to do the upgrade.

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Jeff Oravits to approve the agreement from Intergraph Corporation entitled "I/LEADS Upgrade to Web RMS, CAGIS, and BI Direct", said purchase to be contingent upon budget approval through the FY2016/2017 budget process.

Vote: 7 - 0 - Unanimously

RECESS

The 4:00 p.m. portion of the Regular Meeting of January 20, 2015, recessed at 4:34 p.m.

6:00 P.M. MEETING

RECONVENE

Mayor Nabours reconvened the Regular Meeting of January 20, 2015, at 6:00 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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11. ROLL CALL

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

PRESENT

MAYOR NABOURS
VICE MAYOR BAROTZ
COUNCILMEMBER BREWSTER
COUNCILMEMBER EVANS
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER PUTZOVA

ABSENT

NONE

Others present: Interim City Manager Jeff Meilbeck; City Attorney Michelle D'Andrea.

12. PUBLIC PARTICIPATION

Phyllis Kagely addressed the Council stating the Picture Canyon was in good shape and she has become aware of a working group at Picture Canyon. She suggested that the City obtain a report from them to it more legitimate.

13. CARRY OVER ITEMS FROM THE 4:00 P.M. AGENDA**14. PUBLIC HEARING ITEMS**

None

15. REGULAR AGENDA**A. Consideration and Approval of an Amendment to Settlement and Release Agreement: Canyon Del Rio.**

Moved by Councilmember Scott Overton, **seconded by** Mayor Jerry Nabours to approve the Amendment to Settlement and Release Agreement between the Canyon Del Rio Investors, LLC and the City of Flagstaff, AZ, authorize the City Manager to sign the amendment and any other necessary and appropriate documents, and authorize staff to take other actions as needed to further the Council direction, with the amended language to "protect their Deed of Trust priority at the discretion of legal counsel."

Vote: 7 - 0 - Unanimously

B. Consideration and Adoption of Resolution No. 2015-03: A resolution of the Flagstaff City Council Regarding Walnut Canyon. (*Adopt resolution supporting Congressional designation of a special management area for protection of lands surrounding Walnut Canyon National Monument*).

Sustainability Manager Nicole Woodman addressed the Council stating this resolution went with Option 2 as previously discussed.

Councilmember Brewster asked staff to reassure her that the two sections that are State Land and the Water Treatment Plant on Lake Mary Road are still in the largest map within the boundary. Ms. Woodman replied that they were. Councilmember Brewster said that the Congressional approval will approve those areas; she wants to make sure they do not override the City's rights. Ms. Woodman said that the way that the resolution is currently

written is strictly a statement of support; the details would be worked out later.

The following individuals addressed the Council:

- Ralph Baierlein
- Alicyn Gitlin, representing the Sierra Club
- Sabrina Carlson, representing the Arizona Trail Association

The following comments were received:

- This resolution supports Option 2.; Council's vote for the resolution will complete the process that its predecessors started in 2002 and will ensure that the community can enjoy the study area decade after decade.
- Thank you for considering the resolution; this is what the citizens need to move forward to achieve what they have been aiming to accomplish
- This is an action that will protect wildlife habitat explore hanging gardens, old growth Ponderosa pine, etc.
- It is their belief that the space has been well studied and should be protected for all generations in perpetuity.

Additionally, written comments of support were received from:

- Jack Welch
- Shirley Cannon
- Betsy McKellar
- Robert Brennig
- Karen Enyedy
- David Wilcox

Moved by Councilmember Coral Evans, **seconded by** Vice Mayor Celia Barotz to read Resolution No. 2015-03 by title only.

Vice Mayor Evans thanked staff, in particular, for their diligent work over many months and she was pleased to support the resolution.

Councilmember Oravits thanked everyone that has been dedicated to the cause. He said that he would not support the option presented tonight; he could if it was scaled back more. He had concerns with areas on the northwest quadrant toward I-40 and some of the private property.

Mayor Nabours said that he would not be supporting it as well because the area is too extensive; the public use definition is limiting. He thinks there will be a public use that will come up in the future that they have not thought of at this time.

Councilmember Overton said that he was of the opposing viewpoint. He thinks there is some strong wording in Option 2, but he believes there is enough protection in the wording. He said that the parties interested will be active players as it moves forward in the process and he congratulated that group.

Vote: 5 - 2

NAY: Mayor Jerry Nabours
Councilmember Jeff Oravits

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL REGARDING WALNUT CANYON

Moved by Vice Mayor Celia Barotz, **seconded by** Councilmember Coral Evans to adopt Resolution No. 2015-03.

Vote: 5 - 2

NAY: Mayor Jerry Nabours
Councilmember Jeff Oravits

C. Consideration and Approval of Agreement(s): Amending the Service Provider Agreement and Business Incubator Master Lease, and approving the Business Accelerator Master Lease

Grants Manager Stacey Brechler-Knaggs said that the Science and Technology Park was conceived in 2003, and during the 2004 election, bonds in the amount of \$61.2 million were approved by the voters to advance the project. The debt is to be paid with lease revenues and not secondary property taxes. McMillan Mesa was chosen as an ideal site due to the existing, nearby USGS Campus. Through investigation, a critical part of the science park would be the establishment of a business incubator for entrepreneurs and business start-ups. An overall science park master plan was developed around 2005. She then introduced the team that has been working on this project.

The master plan included a remodeled USGS Campus, a 10,000 square foot business incubator, and a science park on nine acres of adjacent land. The business incubator (Phase 1) was constructed in 2008 through a U.S. Department of Commerce Economic Development Administration (EDA) grant and is currently operated by Northern Arizona Center for Entrepreneurship and Technology (NACET), a separate private non-profit. Northern Arizona University was the original recipient of a grant from the Economic Development Administration to construct an Incubator facility. Construction was completed and a Certificate of Occupancy for the building was issued in November 2008.

City staff began to investigate the merits of a Public-Private Partnership (P3) to continue progress on the project (now known as Innovation Mesa - Phase 2). In the fall of 2011, the City along with several partners including EDA, ACA, NAU, NACET, Economic Collaborative of Northern Arizona (ECoNA), and NACOG, began discussions to advance the Innovation Mesa - Phase 2 project. Innovation Mesa - Phase 2 is intended to be the first of three buildings located adjacent to the USGS Campus and the business incubator (Phase 1), and will include a 28,000 square foot building featuring wet and dry labs/office space (89%) and light manufacturing space (11%), a conference room/alternate secondary EOC, and server facilities. The primary purpose of Phase 2 is to provide space for Tier 2 companies and graduates of NACET, as well as grow business startups and advance entrepreneurship and economic gardening programs within the region, and to retain and expand existing businesses through the creation of 300 jobs. As noted above, the building will feature a secondary or alternate EOC (as part of the conference room) should disaster related circumstances arise and warrant the need by either City and/or County personnel. Given the intent and purpose of this facility, the Business Accelerator was funded in part by EDA, and is currently under construction to be completed July 2015.

Ms. Zinky, NACET, clarified that the space in the Accelerator is not limited to NACET; it is open to any company in that stage of business. Councilmember Brewster asked if they had received inquiries from outside of NACET; Ms. Zinky replied that they had.

Mayor Nabours said that sometimes in the world of incubators and accelerators they hear about a City getting some share of the success of the business. Ms. Zinky said that they have considered that, but when a program is just starting out, as with the incubator, it can serve as a deterrent. She said that these businesses will be paying market rent. Mayor

Nabours said that if they are paying market rent they do not want to chase them off to someone that may ask them for a percentage.

Moved by Vice Mayor Celia Barotz, **seconded by** Councilmember Eva Putzova to authorize the City to enter into the Service Provider Agreement and both of the Master Lease Agreements for the use and operation of City-owned facilities on McMillian Mesa

Vote: 7 - 0 - Unanimously

16. DISCUSSION ITEMS

None

17. POSSIBLE FUTURE AGENDA ITEMS

Verbal comments from the public on any item under this section must be given during Public Participation near the beginning of the meeting. Written comments may be submitted to the City Clerk. After discussion and upon agreement of three members of the Council, an item will be moved to a regularly-scheduled Council meeting.

None

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

Councilmember Evans asked for information on the process used to nominate board/commission members.

Councilmember Putzova suggested a future agenda item, fairly time sensitive, about the impact the state budget situation will have on various agencies around the State and what role, if any, the City can play in the community.

Mayor Nabours suggested that they amend the Legislative Agenda to add NAU, the County, community college, etc. Mr. Meilbeck said that Ms. Watson is heading up the City's Legislative Agenda and they will be discussing that issue at next week's Joint Meeting with the County. Ms. Watson added that they already have that in the Legislative Agenda.

Councilmember Putzova said that she was not wanting just information, but action they could take. Vice Mayor Barotz said that she would support bringing up Richard a few times.

Vice Mayor Barotz reported that yesterday she participated in the Martin Luther King, Jr. March at the DuBois Center at NAU.

Mr. Meilbeck reported that he did a listening tour with Public Works last Friday and will be doing more of them. Additionally, staff will be making a slight adjustment to staff summaries to include an Executive Summary.

19. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held January 20, 2015, adjourned at 6:40 p.m.

MAYOR

ATTEST:

CITY CLERK

CERTIFICATION

STATE OF ARIZONA)
) ss.
Coconino County)

I, ELIZABETH A. BURKE, 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 20, 2015. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 17th day of February, 2015.

CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, JANUARY 20, 2015
STAFF CONFERENCE ROOM
SECOND FLOOR - 211 WEST ASPEN
IMMEDIATELY FOLLOWING THE 4:00 P.M.
PORTION OF THE REGULAR MEETING

MINUTES

1. Call to Order

Mayor Nabours called the meeting to order at 4:39 p.m.

2. Roll Call

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

PRESENT

ABSENT

MAYOR NABOURS
VICE MAYOR BAROTZ
COUNCILMEMBER BREWSTER
COUNCILMEMBER EVANS
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER PUTZOVA

NONE

Others present: Interim City Manager Jeff Meilbeck; City Attorney Michelle D'Andrea.

3. Recess into Executive Session.

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Jeff Oravits to recess into Executive Session.

Vote: 7 - 0 - Unanimously

The Flagstaff City Council recessed into Executive Session at 4:39 p.m.

4. Executive Session:

- A.** Discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to ARS 38-431.03(A)(3) and (4), respectively.

- i. Amendment to Settlement Agreement with Canyon Del Rio

5. Adjournment

The Flagstaff City Council Special Meeting (Executive Session) of January 20, 2015, adjourned at 4:56 p.m.

Mayor

ATTEST:

City Clerk

MINUTES

1. **Call to Order**

Mayor Nabours called the City Council Mini Budget Advance of January 22, 2015, to order at 1:06 p.m.

2. **Roll Call**

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

PRESENT:

ABSENT:

MAYOR NABOURS
VICE MAYOR BAROTZ
COUNCILMEMBER BREWSTER
COUNCILMEMBER EVANS
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER PUTZOVA

NONE

Others present: Interim City Manager Jeff Meilbeck.

3. **City of Flagstaff Mini Budget Advance**

A. **Overview**

Mr. Meilbeck stated that the purpose of the meeting is for Council to consider budget issues and give direction to staff on how to move forward with drafting the budget.

Mr. Meilbeck provided a PowerPoint presentation that provided information and covered the budget advance. A copy of the presentation is attached for reference and additional information.

B. **Council Mission, Vision and Goals**

Mr. Meilbeck explained that the mission and vision of the City tie into the goals that were set by Council in December. The Council goals for this term are:

1. Invest in our employees and implement retention and attraction strategies
2. Ensure Flagstaff has a long-term water supply for current and future needs
3. Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
4. Explore and adopt policies to lower the costs associated with housing to the end user
5. Develop and implement guiding principles that address public safety service levels

- through appropriate staffing levels
- 6. Relieve traffic congestion throughout Flagstaff
- 7. Address key issues and processes related to the implementation of the Regional Plan
- 8. Improve effectiveness of notification, communication, and engagement with residents, neighborhoods and businesses and about City services, programs, policies, projects and developments
- 9. Foster relationships and maintain economic development commitment to partners
- 10. Decrease the number of working poor
- 11. Ensure that we are as prepared as possible for extreme weather events

C. The City's Financial Framework - A Model for Stability and Success

Mr. Meilbeck explained the framework for stability and success through asking where the organization is, where it wants to go and how it get there.

- DEMAND
- DEMANDS FOR CITY SERVICES
- SUPPLY
- POLICY QUESTIONS

D. Revenue Options

Management Services Director Barbara Goodrich continued the presentation.

- REVENUE OPTIONS

Vice Mayor Barotz stated that recreation fees were just increased. Ms. Goodrich explained that the increase that is being represented in the slide is the third year of three increases. She also stated that there is a rate study going on for Utilities and Stormwater right now.

- GENERAL FUND TRANSFERS/REALLOCATIONS

E. Mini Advance Framework

Mr. Meilbeck continued the presentation.

- REMINDERS
- OBJECTIVES
- MINI BUDGET ADVANCES

Vice Mayor Barotz asked for additional information on what the primary property tax would look like for a \$300,000 and \$200,000 home as well as the secondary tax.

Vice Mayor Barotz also asked for lease rates for the various leases the City has. She stated that any leases coming up for renewal should be reviewed to make sure that the lease rate is at market. Councilmember Oravits asked Ms. Goodrich to please include commercial leases and property taxes as well.

She also asked for more information about liquor licenses to understand what the City takes in and how that relates to other municipalities. Councilmember Evans stated that in regards to Liquor Licenses the City assesses a one-time fee but not an annual or renewal fee. There are a lot of problems associated with the maintenance of liquor licenses and she would be

interested in learning more about an annual or renewal fee to help assist the Police Department in addressing issues with bars.

Councilmember Putzova asked if there were any other revenues that were not listed in the presentation that the City has not historically taken advantage of. Mayor Nabours stated that during the December budget retreat the Council brainstormed different revenue sources and asked that the list be reviewed to see if there was anything on there that might be a possibility. Ms. Goodrich stated that staff will evaluate the list and bring back anything that might have been missed.

Mayor Nabours stated that Community Development fees were raised last year. Ms. Goodrich stated that they were raised but in isolation. The City has wanted to increase its fee recovery which is why a broader discussion is needed.

Councilmember Putzova asked if using funds from the ongoing fund balance would negatively affect that City's bond rating. Ms. Goodrich stated that the bonding companies are looking at the City's unencumbered fund balance.

Councilmember Oravits asked if there are any projections on fuel cost savings. Ms. Goodrich stated that staff has not done any projections yet and that is coupled with how long term the savings will last. Councilmember Oravits asked if they could look at the short term and stay conservative.

Mayor Nabours asked if one-time monies are considered fluctuations in state shared revenue and not something that can be relied upon in the coming years. Ms. Goodrich agreed and added that staff considers things like HURF not funding DPS as they were for three years and vehicle sales being unreliable year to year.

Ms. Goodrich stated that the City has had a structurally balanced budget since 2012. One time monies have been used to enhance training budgets and other increases in service levels but they are very specifically categorized and separate.

Councilmember Evans asked if there are any legal restrictions for what the fund balance can be used for. Ms. Goodrich stated that there are no legal restrictions included in the five year plans.

Councilmember Overton stated that he is not comfortable going to 12% or 15%; he asked if there is a point where it really begins to affect the bond rating. Ms. Goodrich stated that she is willing to ask that question. The reality is that the City does under spend and does carry forward projects. Where the bond companies are going to get nervous is when they see reductions. But if the fund balance is reduced with a plan, it is better understood and received.

Mayor Nabours added that as the City has to disclose its pension liability, he asked if a bonding company is going to look at that and want to see more unrestricted funds. Ms. Goodrich stated that she posed that same question to the City's financial advisor and is awaiting a response. The City will be issuing more debt by the end of the year and she would like to know if it is the advisor's opinion that the City go now or wait. The entire country is in the same boat. She feels that as long as the City continues with strength in other areas it should be okay so long as there is an achievable plan in place going forward.

F. Mini Advance #1: *Employee Investment*

Ms. Goodrich continued the PowerPoint presentation on Employee Investment.

- EMPLOYEE PENSION
- PROFESSIONAL DEVELOPMENT

Vice Mayor Barotz asked if there is a reason that uniforms are included in professional development. Uniforms seem to be a different discussion than travel and training.

Ms. Goodrich stated that the Council can discuss moving that item to another area.

Vice Mayor Barotz added in regards to employee pension, it may be helpful for the President of the Arizona Firefighter Association to come and present to Council the solution he is promoting. It is different than what the City's solution may be and it could be helpful to see another perspective. Mayor Nabours stated that he would like to have a mini retreat on pension issues where the President of the Arizona Firefighters Association can present along with the League of Arizona Cities and Towns and the task force that Ms. Goodrich sits on.

Human Resources Director Shannon Anderson continued the presentation.

- EMPLOYEE COMPENSATION - MARKET BASED PAY

Councilmember Overton clarified that the City would need \$6.4 million ongoing. Ms. Anderson stated yes but the City would also have to plan for increases in merit going forward.

Councilmember Putzova stated that she would like to see the Council plan for the close the gap scenario. She added that it may take several years and she would like to see the City achieve market level of pay in five years.

- EMPLOYEE COMPENSATION – MERIT INCREASE
- EMPLOYEE INVESTMENT – NO COST OR LOW COST

Councilmember Putzova asked for additional information on how many employees, on average, the City has on FMLA each year over the last 5-10 years.

Human Resources Analyst Denise Thompson continued the presentation.

- CUSTOMER SERVICE TEAM – PROGRESS UPDATE
- CUSTOMER SERVICE TEAM – CULTURE & COMMUNICATION
- CUSTOMER SERVICE TEAM – TRAINING
- CUSTOMER SERVICE TEAM – MEASUREMENT & OUTCOMES
- CUSTOMER SERVICE TEAM – REWARDS & RECOGNITION

Councilmember Brewster stated that she thinks the programs and ideas are great and asked where employees can find the on the spot awards to give out. Ms. Thompson stated that they are with the Administrative staff of each department and information will be going out to all employees soon to roll out the program.

A break was held from 2:34 p.m. through 2:47 p.m.

G. **Advance Wrap Up**

Mr. Meilbeck explained that this is now the time for Council to discuss priorities in employee investment. He added that it will be a tough discussion given that there is not enough money to do everything.

Councilmember Oravits stated that he would like to address the retention issues in the Police Department. There are limited resources and when spread out over the entire organization it gives a smaller share to everyone.

Mayor Nabours stated that at a minimum, the stop the bleeding columns should be considered and a plan needs to be put into place for the close the gap column.

Councilmember Overton stated that he is happy to see the more creative option but would be happy just seeing that the City does not go backwards. He stated that the City will be lucky to hold flat and that his direction would be to hold flat and identify ongoing monies.

Councilmember Putzova stated that there are options but the Council has to be willing to address the revenue part of the budget. She asked for options related to compensation; specifically what it would look like if the City committed to coming to market pay in five years and what the revenue side of the budget would have to look like.

Mr. Meilbeck asked if there is anything in particular that the Council would like to see in terms of creativity.

Councilmember Oravits stated that the Christmas holiday was a great example as well as some of the professional development that has been done. He would like to stay away from an ongoing financial commitment to salary unless there is a change in revenue tools or direction.

Councilmember Putzova stated that one of the things she would like to look at is parental leave. She feels that it could be an interesting tool to use to address retention and attraction. She would like to look at what it would be to offer a three or six month parental level. She requested information on the financial implication to the options. Councilmember Overton asked that staff also look at the service implications to the organization and to co-workers.

Councilmember Brewster stated that the further the Council delays the further the City gets behind but the problem lies in where the money come from. She stated that she would like to have a lot of different options on how to increase revenue but stated that increasing revenue for employee pay will affect the community as a whole, including the employees.

Councilmember Overton stated that the requirement for addressing employee pay would require the City to come up with \$5 million; that is significant and could mean closing a division or merging divisions. He would like to leave that option on the table and asked if the City should fundamentally change the way it does business to address employee compensation. Vice Mayor Barotz added that by reexamining closing a division or merging a division would certainly include layoffs and that is a tough tradeoff.

Councilmember Evans stated that if employee compensation is going to be a Council goal then Council should actually try and address it. There are revenue options on the table that the Council has refused to look at. She stated that she would like to see the Council do something towards this goal by looking at revenue options and a higher cost recovery for services. She feels that it is not appropriate to look at only one division within the organization to address employee investment.

Councilmember Oravits stated that he focused on the Police Department because the retention rate that they are experiencing is not happening city wide. There is so little funding to work with so start working where the biggest issues lie. Councilmember Evans stated that some of the revenue options are not going to address the issue in its entirety but revenue tools are not being utilized to address the issues even on a small scale. By singling out one department they are given the most value and it discounts the work that others in the organization do. This perception will be there whether it is intended it or not.

Councilmember Overton stated that community capacity is at its limit. The community will not be interested in paying more.

Councilmember Putzova stated that there may be things that the City can do that would generate revenue. There has been an increase in municipalities offering broadband services. That is an example of a service that could be part of the portfolio of services that the City provides. These ideas cannot be accomplished in a year or two and there may need to be initial investment to generate funds. The City should be looking at improving and increasing or adding new services that will generate revenue. Otherwise these discussions will happen year after year.

Councilmember Evans stated that there was a Save A Million group that was formed who looked for the pennies. The group was able to come up with one time dollars to address some things but the struggle is finding ongoing dollars to address ongoing things. She suggested that maybe it is time to pool employees and EAC to find ongoing money.

Mr. Meilbeck asked if there is any desire to look at program reductions.

Vice Mayor Barotz stated that she is not supportive of getting rid of a program.

Mayor Nabours asked if most of the work in Community Development can be outsourced or if Economic Vitality can be done in other ways. He asked if there are cities that do not have these functions or departments and how they manage. He stated that he would be willing to look at anything.

Vice Mayor Barotz stated that one of the things that she does not want to do is eliminate jobs for the sake of others getting a pay increase. She stated that she feels that the EAC does not fully understand the tradeoffs of what it will take to get employees to market.

Mayor Nabours stated that his goal is to make the City as efficient as possible and if there are ways that a department can be merged with another to be more efficient then he would like to explore that.

Councilmember Evans stated that the City is efficient; a number of employees were laid off in 2008 and staffing has not been restored, employees are doing the work of multiple employees. She stated that a realistic conversation is needed with EAC.

Councilmember Overton stated that he does not want to send the message that the City is in panic mode but employees need to be aware that it is status quo flat unless things are addressed. The Council and employees need to be honest about the resources available.

Councilmember Putzova would like to see staff proposals for the budget and their proposed solutions to the goals that Council has set. She does not want to leave today with a statement that flat is where the City is going to stay. A good plan can be developed for the next few years to achieve the goals.

Mr. Meilbeck stated that staff's obligation is to bring the Council a budget and have it adopted.

The challenge is to bring the Council a budget that achieves goals without decreasing service or raising taxes. It is a difficult task.

4. **Adjournment**

The City Council Mini Budget Advance of January 22, 2015, adjourned at 3:50 p.m.

MAYOR

ATTEST:

CITY CLERK

4:00 P.M.

1. CALL TO ORDER

Mayor Nabours called the meeting of February 3, 2015, to order at 4:01 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

PRESENT

MAYOR NABOURS
VICE MAYOR BAROTZ
COUNCILMEMBER BREWSTER
COUNCILMEMBER EVANS
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER PUTZOVA

ABSENT

NONE

Others present: Interim City Manager Jeff Meilbeck; City Attorney Michelle D'Andrea

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

The audience and City Council recited the Pledge of Allegiance and Mayor Nabours 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 of its citizens.

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

- A. Consideration and Approval of Minutes** : City Council Work Session of November 25, 2014; Regular Meeting of December 2, 2014; Regular Meeting of December 16, 2014; Regular Meeting of January 6, 2015.

Moved by Councilmember Scott Overton, **seconded by** Councilmember Jeff Oravits to approve the minutes of the City Council Work Session of November 25, 2014; Regular Meeting of December 2, 2014; Regular Meeting of December 16, 2014; Regular Meeting of January 6, 2015.

Vote: 7 - 0 - Unanimously

5. PUBLIC PARTICIPATION

Public Participation enables the public to address the Council about an item that is not on the agenda (or is listed under Possible Future Agenda Items). 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.

Mayor Nabours reported that the City's Finance Department had received the Distinguished Budget Presentation Award from the Government Finance Officers Association (GFOA). He congratulated the department and gave special thanks to Brandi Suda and Wanda Noffz for their work.

6. PROCLAMATIONS AND RECOGNITIONS

None

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).

None

8. LIQUOR LICENSE PUBLIC HEARINGS

- A. Consideration and Action on Liquor License Application:** Lauren Merrett, "Pine Canyon Club", 3000 S. Clubhouse Circle., Series 10 (beer and wine store), New License

Mayor Nabours reviewed the application, noting that the City departments had no issues. He opened the Public Hearing. There being no public input, he closed the Public Hearing.

Moved by Councilmember Jeff Oravits, **seconded by** Councilmember Karla Brewster to forward the application to the State with a recommendation for approval.

Vote: 7 - 0 - Unanimously

9. CONSENT ITEMS

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

A. Consideration and Approval of Contract: Five Points - Clay Avenue Wash Drainage Improvement Project. (**Approve contract with JNL Contracting, Inc.**)

Mayor Nabours asked if the funding referenced in the staff summary was the same as what is listed as a fee on the City's water bill. Mr. McKee replied that it was.

Mr. McKee said that this was at the intersection of five points, at Clay Avenue, and will provide a culvert underneath Butler. He said that they will also be improving the drainage easement across property owned by Natural Grocers.

Councilmember Oravits asked about any beautification efforts in the drainage easement on Natural Grocers' property. Mr. McKee said that the City's planning department is working with Natural Grocers and this project will be integrating with what their landscape architect is coming up with. This project will be contributing to some re-vegetation efforts. He said that the plans have been vetting through the La Plaza Vieja Neighborhood and the Planning Department to make a nice gateway.

Moved by Councilmember Karla Brewster, **seconded by** Councilmember Jeff Oravits to approve the construction contract in the amount of \$109,883.49 with JNL Contracting, Inc.; [approve change order authority to the City Manager in the amount of \$10,988.00 (10% of contract amount); and authorize the City Manager to execute the necessary documents - added to motion after item 10-A].

Vote: 7 - 0 - Unanimously

10. ROUTINE ITEMS

A. Consideration of Appointment of On Call Judges for the Flagstaff Municipal Court.

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Jeff Oravits to appoint Christine Brown, Paul Christian, John Lamb, Gerald McCafferty, Susan Slasor, and Daniel Tom as on-call magistrate judges for the City of Flagstaff.

Vote: 7 - 0 - Unanimously

Councilmember Putzova said that in September the Council gave direction to the Flagstaff Municipal Court to seek candidates for on-call judges, to meet the criteria previously set at a meeting in July. The intent was to increase the possibility that they would get a good, fair judge that has the necessary knowledge.

She said that the direction given in requiring a law degree excluded one individual from the

process who had expressed an interest--current on-call magistrate judge Warren Sanford. She said that Judge Sanford has been employed by the court for the last 15 years and 7 different councils have appointed him over that time. She said that he was hardly an unknown, and she has learned that he was one of two of the longest-serving on-call magistrates and one of two currently serving as on-call magistrates that has been to the Supreme Court Judge Training Program.

She said that if he was reappointed by seven different councils and none of his decisions have been overturned, and his evaluations were positive, she asked why they would not consider him. She said that since the City Charter and state law does not preclude them from following any process they want, why could they not appoint those they just reappointed and grandfather in a candidate that was first appointed under other requirements. By doing so the Council would maintain a picture of neutrality. She said that grandfathering is a common practice that the City follows all of the time.

Moved by Councilmember Puzova to reappoint Warren Sanford as an on-call judge for the Flagstaff Municipal Court; motion died for lack of a second.

RECESS

The 4:00 p.m. portion of the meeting of February 3, 2015, recessed at 4:17 p.m.

6:00 P.M.

RECONVENE

Mayor Nabours reconvened the meeting of February 3, 2015, at 6:00 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

11. ROLL CALL

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

PRESENT

ABSENT

MAYOR NABOURS
VICE MAYOR BAROTZ
COUNCILMEMBER BREWSTER
COUNCILMEMBER EVANS
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER PUTZOVA

NONE

Others present: Interim City Manager Jeff Meilbeck; City Attorney Michelle D'Andrea

12. PUBLIC PARTICIPATION

The following individuals addressed Council:

John Viktora, Flagstaff, voiced concern with Councilmember Oravits's attendance record while serving on the County's Health Advisory Board.

Antonio Chavez, Flagstaff, voiced concern with hearing that the City was considering leasing the Flagstaff Recreation Center to the Boys and Girls Club, and recommended that they evaluate how that change has impacted the surrounding neighborhood at the Cogdill Center.

Rudy Preston, Flagstaff, said he was not able to be at the meeting regarding banning the plastic bag, but he wanted to voice his support for such a ban.

Adam Shimoni, Flagstaff, said that he also supports the ban on plastic bags, although he is in favor of recycling as well.

13. CARRY OVER ITEMS FROM THE 4:00 P.M. AGENDA

None

14. PUBLIC HEARING ITEMS

None

15. REGULAR AGENDA

A. Consideration to re-open discussion on the Principles of Sound Water Management

Mayor Nabours said that there were previously three Councilmembers that wanted to bring this issue back and tonight they were looking to whether there was a majority of Council to reconsider or review any particular portion of the Water Policy.

The following individuals spoke in favor of reconsidering the Water Management Policy:

- Rudy Preston
- Ann Marie Zeller
- Malene Comes
- Katie Nelson
- Moran Henn, representing Friends of Flagstaff's Future
- Adam Dunstan
- Alicyn Gitlin
- Berta Benally
- Ed Kabotie
- Adam Shimoni
- Sarah Johnson
- Gwendolyn Waring

The following comments were received:

- Does not feel the City should provide water outside of the City limits; water is for Flagstaff residents.

- If contracts are approved for outside of the City limits, they should be approved by the Council for a five-year period
- All large water contracts should be approved/renewed by Council
- There should be a full cost recovery; a premium on top
- Has concerns with the way "City" is used throughout the document as well as "at the discretion of the City"
- Red Gap Ranch should have its own section in the Policy
- Should change the rate structure to match potable water; the more you use the more you pay
- Ordinance should be brought back for revision to match the Policy
- Following up with Mr. Hill on the Dew Downtown so the City can use reclaimed water next year; if no permits next year, no Dew Downtown
- In 2012 Mr. Hill wrote an article in CityScape that the City was producing A+ water; that was not true
- Need to define "stored water"
- No automatic transfers of contracts
- Water is not a resource to use and abuse; it is a gift of life
- Request review of the section on renewal of reclaimed water agreements
- Water rates are being worked on through the Water Commission
- Water issues are important to the community; Council should be involved in decisions made
- He often votes Republican as much as Democrat; has leaning toward smaller government, but would prefer to have these issues voted on by public. That's not possible, at least the Council should have a say
- Power seems to be in the hands of a bureaucrat
- This is not just a Snowbowl issue; impacted by golf courses, industry
- Impacts jobs, tax base, expenditures maintaining facilities, viability and growth
- She and Mayor were at a meeting earlier where they talked about new techniques in cleaning reclaimed water; maybe there are more efficient ways
- Would like to see a transparent process
- Public's knowledge is an asset, not a liability
- Thanked the Council for opportunity to speak
- Comes from a community where much of his life he lived without running water
- Community has suffered a lot of depletion from their aquifers
- Ancestors learned to live with cycles
- Feels unconscionable when fresh water is used for Dew Downtown
- Born in Israel; is similar to Arizona. Many days the water was turned off. If they water their garden, they get a fine
- Drives him nuts to see so many golf courses and green patches in Phoenix
- Need a more significant water policy
- Would be great to have a huge symposium and figure out everything
- Just got back from Tucson where she heard Brad Lancaster speak on water; should invite him up to speak

Additionally, written comments were received from the following individuals in support of revisiting the Water Management Policy:

- Dawn Dyer
- James Anders
- Mary McKell
- Sarah Johnson
- Rick Moore
- Rick Resnick
- Malene Comes
- Jen Blue

- Gwendolyn Waring
- Ed Kahotie
- Daisy Purdy
- Sarah Weatherby

Vice Mayor Barotz asked those that had specific sections of the policy they would like to see reviewed to write them down and provide them to the Council.

Mayor Nabours asked staff how many contracts they had to sell reclaimed water. Mr. Hill said that they had 38 agreements; 38 customers and 72 sites or locations where the City delivers reclaimed water. He said that there is one outside of the City limits for providing reclaimed water, but they have several for water and wastewater outside of the City limits.

Mayor Nabours asked what the process is right now if someone wants to receive reclaimed water. Mr. Hill said that if it is inside the City, it depends. If there is a defined amount through land uses, once they are approved by Council there may be development agreements, zoning cases, etc. they would go to the front counter to customer service. Utilities then makes the evaluation of whether they have sufficient amounts of reclaimed water.

Mayor Nabours asked about service outside of the City limits. Mr. Hill said that in the City Code, which has been there for 20-30 years, they would need to petition the Water Commission and then the Water Commission's recommendation would go to the Council.

Vice Mayor Barotz said that the reason she supported the petition brought forward requesting review was that she thinks there are some questions that the Council should get answers to and consider whether they want to make any policy changes. That is not the question in front of them tonight. She has read the City Code and the Policy and she would like the opportunity for staff to answer some questions. Those answers may guide them in the deliberation on whether they want to make a policy change. It is not easy to tell what the rules are based on -- the language in the policy or the Code. She submitted the following questions:

1. Staff explain to CC legally the difference between a request for a connection and a reclaimed water agreement.
2. What provisions of the Code and Water Policy govern and/or relate to who makes the decisions about in-City and out-of-City reclaimed water contracts?
3. For in-City reclaimed water contracts, there are two categories--1) requiring rezoning and 2) those not requiring rezoning. What is the process? How does the public weigh in during the rezoning process? It is her understanding that the Planning and Zoning Commission does not talk about water. Is there a way for public to engage and comment on proposed rezoning that would require a reclaimed water contract? When there isn't a rezoning, is there a way for public input on in-City contracts during the administrative process? Would that be the place where the public could voice concerns?
4. It is really important to go through Water Policy and clarify what the "City" means. We don't know. Do think we may open ourselves up to challenge on not defining that.

Vice Mayor Barotz said that these questions are important to her. She is concerned with accountability. This is not about Snowbowl; it is about planning for the future and making sure that the public gets to weigh in on the process. Would like to see a flow chart on the various opportunities for public input. Once they get the answers, then they would see if there is a majority of the Council interested in making changes.

Councilmember Putzova added to the questions the following:

1. Difference between a new agreement and renewal of an agreement --at what point an

agreement is considered new?

2. A lot of people voiced interest in reopening the discussion; she heard no request to not discuss the policy.
3. She is interested in the process of agreement renewal. If the Council reviews every purchase that the City makes above \$50,000, why would these decisions be left to an administrator? It should come before Council.

Councilmember Evans said that she supported the petition to bring the issue back. She did not see any difference between this request and those that have wanted to review the Sign Code and Land Development Code soon after they were adopted. She said that things change; new information is provided; and sometimes they may have missed something in the document. She believed this was a reasonable request.

She said that there was an article in the paper a few days ago on Williams, 32 miles west of Flagstaff, having issues with their aquifer. She said that she realized that it was a different aquifer but things were happening all around them and they cannot ignore that. The concept of getting the definitions straight is important. She would like to have "stored water" defined and asked what they were doing with it.

Councilmember Evans said that they should have a section on future water supplies. There should be more of a casual mention of Red Gap Ranch. Additionally, she would like to know if they could charge those customers outside of the City limits an in-lieu of payment since the City does not get their tax benefits.

Councilmember Overton said that he sat through all of the meetings and there was a solid effort of the Council last year when this was adopted. He said that this policy put into writing a lot of what the City had been doing and gave staff direction. He said that he sees this as a master plan or policy. They will not all agree on all of the same steps, but he does not see the necessity of reviewing it at this point. He said that it was based on sound logic and he prefers the broadness; the Council wants to have some latitude. He was comfortable with leaving the policy as is.

Councilmember Brewster said that they do value the audience's input, but sometimes they may not have all of the facts. She said that it would be very time consuming to have every agreement come before Council. She said that the whole push to redo the policy is because of Snowbowl, although it does involve other contracts, and golf courses. She said that practically all of their users are part of the City's economy. She said that the alternative is using potable water. The City has a reputation of being a leader in the use of reclaimed water. Many of the other western states' snow-making places are looking at reclaimed water instead of potable. She said that this issue has been vetted. They went through every policy separately. She prefers to give it a chance to work before they start taking it apart.

Councilmember Evans said that they should be thanking Snowbowl for this issue being brought forward to the Council's attention. She said that to say it is just about Snowbowl is giving them too much attention. Whatever they change, if anything, impacts the future, not just for Snowbowl. She said that within the first 12 months after approving the Zoning Code, which cost the City \$800,000 in consultants, they reviewed and changed it twice.

Vice Mayor Barotz said that she is understanding that a majority is not interested in reviewing this, but she asked if they could get the answers to the questions.

Councilmember Putzova asked Mr. Hill if, since the document was adopted in April 2014, there had been anything he has seen where it could be changed to protect the City and make it safer.

Vice Mayor Barotz asked for a legal opinion on "City."

Mayor Nabours said that it was clear that there are some questions, and they are reasonable questions that he did not think would be too difficult to answer. The question before them tonight was whether there was a majority to reopen the Policy, or some specific portions of the policy, or if the majority was to leave it the way it is and possibly at a future date they may have some specific sections. Vice Mayor Barotz said that it was her understanding that this evening was the opportunity to ask questions. She did not have the information she needs to cite specific information.

Councilmember Putzova said that the answers to the questions are very important and the public deserves to hear the answer in public.

Moved by Councilmember Eva Putzova, **seconded by** Vice Mayor Celia Barotz to postpone to a future date once staff has answered questions posed tonight.

Vote: 3 - 4

AYE: Vice Mayor Celia Barotz
Councilmember Scott Overton
Councilmember Eva Putzova

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Scott Overton that no specific direction be given tonight to staff other than answer the questions posed by use of the CCR process.

Vote: 4 - 3

NAY: Vice Mayor Celia Barotz
Councilmember Coral Evans
Councilmember Eva Putzova

Vice Mayor Barotz asked that part of the answers to the questions include a review to ensure there are no internal conflicts between the Water Policy and the City Code.

Mayor Nabours noted that the answers will be provided in a CCR and posted on the website.

B. Consideration and Approval of Amendments to the Rules of Procedure

Ms. D'Andrea said that some time back in December they talked about changes to the Rules of Procedure, mostly involving participation from the public on agenda items. She also had a change to make it comply with law about public disturbances. She said that these are the changes being presented this evening.

In referring to the proposed changes, Ms. D'Andrea said that it would no longer give discretion to the Mayor (Chair) of the meeting and would make everything the same with public comment on agenda items as they are for public hearings.

Additionally, she said that sometimes there are changes between the first and second read of an ordinance and she would like to know if the Council wanted to permit someone to speak at the second read if they had already spoken at the first read. Council agreed to allow that as it would be easier to monitor and more transparent.

Ms. D'Andrea said that the other change had to do with the Acosta case which clarifies that someone may be removed if they are causing a public disturbance.

She clarified that the Mayor would still have authority to set the timing and decorum, and that direction could be subject to Council voting to overrule.

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Eva Putzova to adopt the proposed changes to the Rules of Procedure with the amendment that there be no restriction on public comment at a second read..

Vote: 7 - 0 - Unanimously

16. DISCUSSION ITEMS

None

17. POSSIBLE FUTURE AGENDA ITEMS

Verbal comments from the public on any item under this section must be given during Public Participation near the beginning of the meeting. Written comments may be submitted to the City Clerk. After discussion and upon agreement of three members of the Council, an item will be moved to a regularly-scheduled Council meeting.

A. Request by Councilmember Evans to place on a future agenda the selection process for selecting members for the Council Interview Teams

Councilmember Evans said that she was asking for the City Clerk to do a presentation on how the two members of the Council Interview Team are selected. Councilmember Putzova said that she would like to broaden the discussion on the outreach efforts in finding applicants and composition of the various boards/commissions. Vice Mayor Barotz asked that they also include what the process was before they had the interview teams.

There being a consensus of Council wishing to have this presentation, staff was directed to bring something back at a Work Session.

B. Request by Councilmember Oravits to place on a future agenda discussion of the Sign Code as it relates to car lot balloons and windshield marking

Councilmember Oravits said that he has been receiving calls from car dealerships regarding the increased monitoring of balloons. Roger Easetman has been going out into the community to give presentations on the new temporary sign code changes and this issue has been raised. Councilmember Evans clarified that the balloons have not been permitted for a long time. She said that she is not interested in opening up that discussion as there are a lot of Codes they have not been pursuing for lack of staff and/or money. She was not interested; others agreed there was no interest.

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

Councilmember Putzova said that it was awkward when they go into Executive Session starting a public meeting in a room upstairs. She would like to see it structured to where they start the public meeting in the Chambers and then move to recess into Executive Session. Additionally, in December they had a roundtable meeting with Representatives Gosar and Kirkpatrick and in the future she would like to see those published as actual meetings to offer the public an opportunity to attend.

Councilmember Evans said that she was interested in getting a profit/loss memo regarding the Dew Downtown event, to include information on staff overtime and/or comp time.

Councilmember Evans said that she was again hearing rumors that Walgreens was closing because the City did not let them expand. She would like to get the word out that this was not the case.

She asked that if there were official talks taking place regarding the Flagstaff Rec Center she would like to know about them.

Councilmember Overton said that they have not had much information about the bus stop facility at the Homeless Shelter on Huntington, and asked if they could get an update on that request.

Vice Mayor Barotz requested a CCR on where they were in the process of determining when the next Council elections would be held.

Vice Mayor Barotz said that tonight's meeting reinforced the lack of clarity in how items get on the agenda.

Mr. Meilbeck reminded Council that he had sent out an e-mail asking them to send any ideas they may have regarding the raising of revenue or decreasing of expenses for the Budget Advance coming up on February 11, 2015.

19. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held February 3, 2015, adjourned at 7:50 p.m.

MAYOR

ATTEST:

CITY CLERK

CERTIFICATION

STATE OF ARIZONA,)
) ss.
Coconino County.)

I, ELIZABETH A. BURKE, 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 3, 2015. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 17th day of February, 2015.

CITY CLERK

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacy Saltzburg, Deputy City Clerk
Date: 02/05/2015
Meeting Date: 02/17/2015



TITLE:

Consideration of Appointments: Tourism Commission.

RECOMMENDED ACTION:

Make one At Large appointment to a term expiring January 2016.

Executive Summary:

The mission of the Tourism Commission is to develop, promote, and maintain Flagstaff as a year-round visitor destination with professional visitor services that will benefit the community economically, environmentally, and socially. The Tourism Commission consists of seven citizens serving three-year terms; four of these citizens shall be from the hospitality industry. There is currently one at large seat available. It is important to fill vacancies on Boards and Commissions quickly so as to allow the Commission to continue meeting on a regular basis.

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

Josh Bangle (new applicant)
Debbi Grogan (new applicant)
Jocelyn Monteverde (new applicant)

COUNCIL INTERVIEW TEAM: Vice Mayor Barotz and Councilmember Oravits.

Financial Impact:

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

Connection to Council Goal and/or Regional Plan:

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

Has There Been Previous Council Decision on This:

Appointments were made at the meeting of January 6, 2015 meeting. Shortly after that meeting commissioner Kevin Schindler resigned from the commission creating the vacancy that is before the Council to be filled. Additionally, the City Council recently took action to reduce the number of commissioners on the Tourism Commission from nine members to seven.

Options and Alternatives:

- 1) Appoint one Commissioner: By appointing a member at this time, the Tourism Commission will be at full membership, allowing the group to meet and provide recommendations to the City Council.
- 2) Table the action to allow for further discussion or expand the list of candidates.

Community Benefits and Considerations:

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

Community Involvement:

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

Attachments: [Tourism - Roster](#)
 [Tourism - Authority](#)
 [Tourism - Applicant Roster](#)
 [Tourism - Applications](#)



City of Flagstaff, AZ

TOURISM COMMISSION MEMBERS

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TRAINING COMPLETED</u>
<u>Abeyta, Ruben</u> HOSPITALITY General Manager/Fairfield Inn by Marriott 2348 Keams Canyon Trail Flagstaff, AZ 86001 Cell Phone: 505-515-5006 Term: (1st 7/14-1/17)	07/15/2014	01/17	10/27/2014
<u>Dullbson, Dino</u> HOSPITALITY General Manager/Owner/Econo Lodge 2480 E. Lucky Lane Flagstaff, AZ 86004 Cell Phone: 928-380-3450 Term: (1st 2/10 - 1/13; 2nd 1/13 - 1/16)	02/19/2013	01/16	02/16/2012
<u>Murphy, Ben</u> AT-LARGE Founder/Lead Guide/All-Star Grand Canyon Tours 3834 N. Paradise Rd. Flagstaff, AZ 86004 Cell Phone: 928-864-9554 Term: (1st 1/15-1/18)	01/06/2015	01/18	No
<u>Pappas, Lori</u> AT-LARGE Market Segment Manager/Suddenlink 902 N. Fox Hill Flagstaff, AZ 86004 Work Phone: 928-266-0693 Term: (1st 11/07 - 1/10; 2nd 1/10 - 1/13; 3rd 1/13-1/16)	02/19/2013	01/16	04/24/2008



City of Flagstaff, AZ

<u>Patel, Minesh</u>	01/21/2014	01/17	03/12/2013
HOSPITALITY Owner/JTT R&B LLC 2331 S. Rocking Horse Lane Flagstaff, AZ 86001 Cell Phone: 928-300-7115 Term: (1st 11/12 - 1/14; 2nd 1/14-1/17)			
<u>Shields, Susan</u>	02/13/2014	01/17	No
HOSPITALITY Director of Sales/Little America Hotel 2697 N. Sandstone Way Flagstaff, AZ 86004 Cell Phone: 928-637-5467 Term: (1st 2/14-1/17)			
<u>Z-VACANT,</u>		01/16	No
AT-LARGE			

Staff Representative: Heidi Hansen

As Of: February 02, 2015

CHAPTER 2-13 TOURISM COMMISSION

SECTIONS:

- 2-13-001-0001 CREATION OF THE COMMISSION:
- 2-13-001-0002 COMPOSITION AND TERM OF OFFICE:
- 2-13-001-0003 COMPENSATION OF COMMISSION MEMBERS:
- 2-13-001-0004 ORGANIZATION:
- 2-13-001-0005 MEETINGS:
- 2-13-001-0006 DUTIES:

2-13-001-0001 CREATION OF THE COMMISSION:

There is hereby established a City Tourism Commission. There shall be seven (7) voting members of said Commission who shall meet as hereinafter provided to consider and recommend programs for the expenditure of the portion of the Bed, Board and Booze Tax as designated by Ordinance No. 1532. (Ord. No. 1579, Enacted, 08/02/88; Ord. 2001-27, Amended, 11/20/2001; Ord. 2014-28, Amended, 11/18/2014)

2-13-001-0002 COMPOSITION AND TERM OF OFFICE:

The composition of the membership shall consist of:

- A. Four (4) members to be appointed by the City Council. Each member shall be from the hospitality industry and serve for three (3) years, on a staggered term basis.
- B. Three (3) additional members to be appointed by the City Council, to serve for three (3) years, on a staggered term basis.
- C. The City Manager or the Manager's designee shall be an ex officio member of the Commission. The member shall have no voting privileges.

The City Manager shall be responsible for staff support of the Tourism Commission.

The Council shall fill vacancies for the unexpired term of any of the members of the Commission.

A member's term in office shall commence with the first regular Commission meeting following the appointment and terminate with the regular Commission meeting at which the successor takes office. No voting member of the Commission may be appointed to more than two (2) consecutive full terms. (Ord. No. 1579, Enacted, 08/02/88; Ord. No. 1674, Amended, 09/18/90; Ord. 2001-27, Amended, 11/20/2001; Ord. No. 2006-09, Amended 04/10/2006; Ord. 2014-28, Amended, 11/18/2014)

2-13-001-0003 COMPENSATION OF COMMISSION MEMBERS:

Members of the Commission shall serve without compensation.

(Ord. No. 1579, Enacted, 08/02/88)

2-13-001-0004 ORGANIZATION:

The Commission shall elect a Chairperson from among its members. The term of the Chairperson shall be one year with eligibility for reelection. Commission members may not serve more than two (2) consecutive terms as Chairperson. The Council representative shall not be eligible for the Chair.

(Ord. No. 1579, Enacted, 08/02/88)

2-13-001-0005 MEETINGS:

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

A quorum consisting of a minimum of four (4) voting members shall be required to conduct business.

B. The Chairperson of the Commission shall meet with the Chairpersons of the Economic Development Commission and the Beautification Commission at least once per month. The purpose of the meeting is for coordination of the three (3) commissions only. The intent is not to create another commission. The meeting shall at all times be open to the public. The time and place of said meeting shall be posted in accordance with applicable Arizona State Statutes.

C. If a member is absent for three (3) meetings within a twelve (12) month period, excused or unexcused, that member may be replaced by the City Council. (Ord. No. 1579, Enacted, 08/02/88; Ord. 2001-27, Amended, 11/20/2001; Ord. 2014-28, Amended, 11/18/2014)

2-13-001-0006 DUTIES:

The duties of the Commission shall be to:

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

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

C. Make recommendations to the City Council concerning the annual budgetary allocation of the tourism portion of the Bed, Board and Booze Tax, as outlined in Ordinance No. 1532, Section 4 A. 3.b.(1)-(7).

D. Perform any additional duties as determined by the City Council, related to tourism activities. (Ord. 1579, 8-2-88)

(Ord. No. 1579, Enacted, 08/02/88)



City of Flagstaff, AZ

TOURISM COMMISSION APPLICANTS

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TRAINING COMPLETED</u>
<u>Bangle, Josh</u> Communication and Marketing Assoc./Lowell Observatory 505 S. Verde St., Unit B Flagstaff, AZ 86001 Cell Phone: 928-607-1974			No
<u>Gorgan, Debbi</u> AT-LARGE Owner/Peak Events, LLC 3616 Fox Lair Dr. Flagstaff, AZ 86004 Cell Phone: 928-606-5601			No
<u>Monteverde, Jocelyn</u> Operations Manager/Bearizona Wildlife Park 3828 S. Oxbow Loop Flagstaff, AZ 86005 Cell Phone: 928-607-7414			No

Staff Representative: **Heidi Hansen**

As Of: **February 05, 2015**

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Thursday, January 22, 2015 3:53 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

Categories: Green Category

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Board/Commission Application

Important Notice:

The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

Application to Serve on a Board/Commission

Please note that this information is public information.

Date:* 1/22/2015
Board/Commission you wish to serve on:* Tourism Commission
If applicable, type of seat for which you are qualified:

Your Information

Name:*	Josh Bangle	Home Phone:*	928.607.1974
Home Address:*	505 S. Verde Street Unit B	Zip:*	86001
Mailing Address (If different from above):*	1400 W. Mars Hill Road		
Employer:*	Lowell Observatory	Job Title:*	Communication and Marketing Assoc.
Business Phone:		Cell:	928.607.1974
E-mail:*	jbangle@lowell.edu		
Indicate preferred telephone:*	<input type="checkbox"/> Home <input type="checkbox"/> Work	<input checked="" type="checkbox"/> Cell	
Please indicate age group:*	<input checked="" type="checkbox"/> 18-34 <input type="checkbox"/> 35-54	<input type="checkbox"/> 55+	
Please indicate education:*	<input type="checkbox"/> High School <input checked="" type="checkbox"/> College	<input type="checkbox"/> Post Graduate	
Number of years living in the Flagstaff area:*	20		

Background Information

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.

I am an avid outdoorsman, camping, hiking, biking, and skiing have been a huge part of my life and one of the many reasons I have chosen to stay in Flagstaff. During my time at NAU I worked at the Arizona Snowbowl as a ski instructor, and I truly understand that without tourists I would have been out of a job. While at Snowbowl I grew to appreciate what tourism does for our community and how we need it. When I was younger, I thought tourists were just people who created long waits for dinner and way too much traffic but as my career began to develop, I began to understand their importance in our community. After each ski lesson I taught, most of the questions were the same, "Where is a good place in town to eat tonight?" A large percentage of these people had all booked hotels in Flagstaff, and were enjoying dinner out in Flagstaff because of an attraction Flagstaff had to offer. After graduating from NAU, I received a job as the Public Relations Manager for Northland Hospice. I worked with community members to help raise funds and promote events for Hospice. After leaving hospice I went to work for Lowell Observatory. Lowell Observatory is a modern and current research facility, which opens its doors to the public so they can enjoy our historic campus as well as take a glimpse into the cosmos. We rely on the 80,000 visitors that come to Lowell every year, but Lowell is not an all-day attraction for tourists. We need other reasons/attractions for tourists in Flagstaff to help continue to increase our visitor count. Our visitor numbers can be affected by the tourism choices made in Flagstaff, whether that be: hotels, restaurants, or attractions. Most everyone's job in Flagstaff is affected by tourism in one way or another, including my own. It would be an honor to help cultivate and grow the tourism opportunities in

this community and see it flourish.

Why do you want to serve on the board or commission you listed?

Flagstaff has been my home for 20 years, I have seen it grow and change in both positive and negative ways, and I have seen the way tourism can affect these changes. While serving on this board, I want to be a part of the positive change that is occurring in Flagstaff. I appreciate the natural beauty Flagstaff has to offer for people seeking outdoor adventures such as; camping, skiing, and mountain biking, but that is not the only reason people are flocking to Flagstaff. As holiday season activities grow in popularity, sporting events and tournaments are hosted here, and weekend golfers flock here in search of cooler temperatures, the demand for tourism growth will continue. This growth will need to include more hotels, restaurants, and nighttime activities for our visitors. I want to be a part of making sure this growth can happen in Flagstaff that does not jeopardize this town's natural beauty and affect local businesses in negative way.

By submitting this electronic form, I acknowledge that any information provided above is public information, and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:

<http://az-flagstaff3.civicplus.com/Admin/FormHistory.aspx?SID=14500>

The following form was submitted via your website: Board/Commission Application

Date:: 1/22/2015

Board/Commission you wish to serve on:: Tourism Commission

If applicable, type of seat for which you are qualified::

Name:: Josh Bangle

Home Phone:: 928.607.1974

Home Address:: 505 S. Verde Street Unit B

Zip:: 86001

Mailing Address (If different from above):: 1400 W. Mars Hill Road

Employer:: Lowell Observatory

Job Title:: Communication and Marketing Assoc.

Business Phone::

Cell:: 928.607.1974

E-mail:: jbangle@lowell.edu

Indicate preferred telephone:: Cell

Please indicate age group:: 18-34

Please indicate education:: College

Number of years living in the Flagstaff area:: 20

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: I am an avid outdoorsman, camping, hiking, biking, and skiing have been a huge part of my life and one of the many reasons I have chosen to stay in Flagstaff. During my time at NAU I worked at the Arizona Snowbowl as a ski instructor, and I truly understand that without tourists I would have been out of a job. While at Snowbowl I grew to appreciate what tourism does for our community and how we need it. When I was younger, I thought tourists were just people who created long waits for dinner and way too much traffic but as my career began to develop, I began to understand their importance in our community. After each ski lesson I taught, most of the questions were the same, "Where is a good place in town to eat tonight?" A large percentage of these people had all booked hotels in Flagstaff and were enjoying dinner out in Flagstaff because of an attraction Flagstaff had to offer.

After graduating from NAU, I received a job as the Public Relations Manager for Northland Hospice. I worked with community members to help raise funds and promote events for Hospice. After leaving hospice I went to work for Lowell Observatory. Lowell Observatory is a modern and current research facility, which opens its doors to the public so they can enjoy our historic campus as well as take a glimpse into the cosmos. We rely on the 80,000 visitors that come to Lowell every year, but Lowell is not an all-day attraction for tourists. We need other reasons/attractions for tourists in Flagstaff to help continue to increase our visitor count. Our visitor numbers can be affected by the tourism choices made in Flagstaff, whether that be: hotels, restaurants, or attractions. Most everyone's job in Flagstaff is affected by tourism in one way or another, including my own. It would be an honor to help cultivate and grow the tourism opportunities in this community and see it flourish.

Why do you want to serve on the board or commission you listed?: Flagstaff has been my home for 20 years, I have seen it grow and change in both positive and negative ways, and I have seen the way tourism can affect these changes. While serving on this board, I want to be a part of the positive change that is occurring in Flagstaff. I appreciate the natural beauty Flagstaff has to offer for people seeking outdoor adventures such as; camping, skiing, and mountain biking, but that is not the only reason people are flocking to Flagstaff. As holiday season activities grow in popularity, sporting events and tournaments are hosted here, and weekend golfers flock here in search of cooler temperatures, the demand for tourism growth will continue. This growth will need to include more hotels, restaurants, and nighttime activities for our visitors. I want to be a part of making sure this growth can happen in Flagstaff that does not jeopardize this town's natural beauty and affect local businesses in negative way.

Additional Information:

Form submitted on: 1/22/2015 3:52:37 PM

Submitted from IP Address: 207.192.243.66

Referrer Page: No Referrer - Direct Link

Form Address: <http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166>

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Tuesday, July 22, 2014 10:48 AM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

Categories: Green Category

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Board/Commission Application

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Application to Serve on a Board/Commission

Please note that this information is public information.

Date:* 07/22/2014
Board/Commission you wish to serve on:* Toursim
If applicable, type of seat for which you are qualified: Hospitality and At large

Your Information

Name:* Debbi Grogan Home Phone:* 928-526-6835
Home Address:* 3616 Fox Lair Drive Zip:* 86004
Mailing Address (If different from above):
Employer:* Peak Events, LLC Job Title:* Owner
Business Phone: 928-606-5601 Cell: 928-606-5601
E-mail:* Deb@PeakEventsaz.com
Indicate preferred telephone:*
☐ Home ☒ Cell
☐ Work

Please indicate age group:*
☐ 18-34 ☒ 35-54
☐ 55+
Please indicate education:*
☐ High School ☐ Post Graduate
☒ College
Number of years living in the Flagstaff area:* 38

Background Information

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.
Peak Events produces the Flagstaff Blues and Brews, the Mountain Country Music Festival and the Flagstaff Oktoberfest. We are heavily involved with tourism and bringing people to Flagstaff. I am a member of the Flagstaff Chamber of Commerce, on the NAU Alumni Board, and involved with the Flagstaff Music and Entertainment Coalition. I have served on the Pine Country Pro Rodeo in the 90s, worked with the Marine League Charities Bed Races, produced the Route 66 Days, the Pine Cone Drop and worked with numerous non profits throughout the years. I believe I bring the production side of events to the commission which will be helpful when making recommendations to Council. I served on the Tourism Commission when the Visitor's Center was brought to the train station and also when the BBB tax was first implemented.

Why do you want to serve on the board or commission you listed?

I believe it's time for event producers to be represented on the commission because we work hard to bring in tourists to attend our festivals. I think it's important for us all to be on the same team and work together to bring people into Flagstaff not only in the summer and during the snow season, but during our shoulder seasons as well. Events attract visitors and they should have a seat at the table.

By submitting this electronic form, I acknowledge that any information provided above is public information, and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

* indicates required fields.

The following form was submitted via your website: Board/Commission Application

Date:: 07/22/2014

Board/Commission you wish to serve on:: Toursim

If applicable, type of seat for which you are qualified:: Hospitality and At large

Name:: Debbi Grogan

Home Phone:: 928-526-6835

Home Address:: 3616 Fox Lair Drive

Zip:: 86004

Mailing Address (If different from above)::

Employer:: Peak Events, LLC

Job Title:: Owner

Business Phone:: 928-606-5601

Cell:: 928-606-5601

E-mail:: Deb@PeakEventsaz.com

Indicate preferred telephone:: Cell

Please indicate age group:: 55+

Please indicate education:: College

Number of years living in the Flagstaff area:: 38

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: Peak Events produces the Flagstaff Blues and Brews, the Mountain Country Music Festival and the Flagstaff Oktoberfest. We are heavily involved with tourism and bringing people to Flagstaff. I am a member of the Flagstaff Chamber of Commerce, on the NAU Alumni Board, and involved with the Flagstaff Music and Entertainment Coalition. I have served on the Pine Country Pro Rodeo in the 90s, worked with the Marine League Charities Bed Races, produced the Route 66 Days, the Pine Cone Drop and worked with numerous non profits throughout the years. I believe I bring the production side of events to the commission which will be helpful when making recommendations to Council. I served on the Tourism Commission when the Visitor's Center was brought to the train station and also when the BBB tax was first implemented.

Why do you want to serve on the board or commission you listed?: I believe it's time for event producers to be

represented on the commission because we work hard to bring in tourists to attend our festivals. I think it's important for us all to be on the same team and work together to bring people into Flagstaff not only in the summer and during the snow season, but during our shoulder seasons as well. Events attract visitors and they should have a seat at the table.

Additional Information:

Form submitted on: 7/22/2014 10:48:25 AM

Submitted from IP Address: 71.223.75.202

Referrer Page: <http://www.flagstaff.az.gov/index.aspx?nid=994>

Form Address: <http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166>

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Thursday, December 04, 2014 4:11 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

Categories: Green Category

If you are having problems viewing this HTML email, click to view a [Text version](#).

Board/Commission Application

Important Notice:

The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

Application to Serve on a Board/Commission

Please note that this information is public information.

Date:* 12/4/2014
Board/Commission you wish to serve on:* Tourism Commission
If applicable, type of seat for which you are qualified:

Your Information

Name:* Jocelyn Monteverde Home Phone:* NA
Home Address:* 3828 S Oxbow Loop Zip:* 86005
Mailing Address (If different from above):
Employer:* Bearizona Wildlife Park Job Title:* Operations Manager
Business Phone: 928-635-2289 Cell: 9286077414
E-mail:* jocelyn@bearizona.com
Indicate preferred telephone:*
() Home (X) Cell
() Work

Please indicate age group:*
(X) 18-34 () 55+
() 35-54
Please indicate education:*
() High School () Post Graduate
(X) College
Number of years living in the Flagstaff area:* 15+

Background Information

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.

I have worked in the tourism industry coming up on 5 years in March. I have a deep sense of pride in the city of Flagstaff and the surrounding community. I have had direct involvement with regional chambers of commerce, C.V.B.'s, hotels, attractions etc. I have worked collaboratively with private businesses as well as local and state wide governmental organizations in regards to Northern Arizona Tourism. I represented Bearizona Wildlife Park at the National Tourism Association Convention and have two other large scale conventions scheduled for this year including Go West Summit and International Pow Wow.

Why do you want to serve on the board or commission you listed?

I would like to serve on the tourism commission because I am devoted to promoting regional tourism. I believe I could bring additional perspective to the group, and am willing to serve in any capacity needed.

By submitting this electronic form, I acknowledge that any information provided above is public information, and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

* indicates required fields.

View any uploaded files by [signing in](#) and then proceeding to the link below:
<http://az-flagstaff3.civicplus.com/Admin/FormHistory.aspx?SID=13876>

The following form was submitted via your website: Board/Commission Application

Date:: 12/4/2014

Board/Commission you wish to serve on:: Tourism Commission

If applicable, type of seat for which you are qualified::

Name:: Jocelyn Monteverde

Home Phone:: NA

Home Address:: 3828 S Oxbow Loop

Zip:: 86005

Mailing Address (If different from above)::

Employer:: Bearizona Wildlife Park

Job Title:: Operations Manager

Business Phone:: 928-635-2289

Cell:: 9286077414

E-mail:: jocelyn@bearizona.com

Indicate preferred telephone:: Cell

Please indicate age group:: 18-34

Please indicate education:: College

Number of years living in the Flagstaff area:: 15+

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: I have worked in the tourism industry coming up on 5 years in March. I have a deep sense of pride in the city of Flagstaff and the surrounding community. I have had direct involvement with regional chambers of commerce, C.V.B.'s, hotels, attractions etc. I have worked collaboratively with private businesses as well as local and state wide governmental organizations in regards to Northern Arizona Tourism. I represented Bearizona Wildlife Park at the National Tourism Association Convention and have two other large scale conventions scheduled for this year including Go West Summit and International Pow Wow.

Why do you want to serve on the board or commission you listed?: I would like to serve on the tourism commission because I am devoted to promoting regional tourism. I believe I could bring additional perspective to the group, and am willing to serve in any capacity needed.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, Deputy City Clerk
Date: 02/05/2015
Meeting Date: 02/17/2015



TITLE:

Consideration of Appointments: Transportation Commission.

RECOMMENDED ACTION:

Make one NAIPTA Representative appointment to term expiring November 2016.

Executive Summary:

The Transportation Commission reviews requests for changes in traffic regulations and formulates and recommends traffic-related policies and ordinances to the Council. The commission sponsors two subcommittees: the Bicycle Advisory Committee and the Pedestrian Advisory Committee. The Transportation Commission consists of seven voting members and two non-voting members. The voting members consist of the Superintendent of the Flagstaff Unified School District (FUSD), a member from the Northern Arizona Intergovernmental Transit Authority (NAIPTA) and five citizen members appointed by Council. The two non-voting members are a City of Flagstaff Police Officer and the Traffic Engineer. There is currently one NAIPTA seat available. It is important to fill vacancies on Boards and Commissions quickly so as to allow the Commission to continue meeting on a regular basis.

There is one application on file:

Erika Mazza (new applicant)

COUNCIL INTERVIEW TEAM: Councilmember Overton and Councilmember Evans

Financial Impact:

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

Connection to Council Goal and/or Regional Plan:

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

Has There Been Previous Council Decision on This:

On September 17, 2013 Council approved Ordinance 2013-06 that amended the makeup of the commission to include voting members from Flagstaff Unified School District and the Northern Arizona Intergovernmental Public Transportation Agency (NAIPTA). Jeff Meilbeck was recently appointed as Interim City Manager and therefore resigned his NAIPTA Representative seat on the Commission.

Options and Alternatives:

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

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

Community Benefits and Considerations:

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

Community Involvement:

Inform.

Board members and City staff have informed the community of this vacancy through word of mouth. The vacancies are also posted on the City's website.

Attachments: [Transporation Roster](#)
 [Transportation Authority](#)
 [Transportation Applicant Roster](#)
 [Transportation Applications](#)



City of Flagstaff, AZ

TRANSPORTATION COMMISSION MEMBERS

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TRAINING COMPLETED</u>
<u>Benally, Andrew</u> CITIZEN MEMBER Porter/Findlay Toyota 3109 N. Schevene Blvd Flagstaff, AZ 86004 Cell Phone: 928-266-6185 Term: (1st 7/14-7/16)	07/15/2014	07/16	10/27/2014
<u>Kuhn, Bob</u> SCHOOL REPRESENTATIVE Asst. Superintendant of Operations/Flagstaff Unified School District 3839 E. Foxtail Flagstaff, AZ 86004 Work Phone: 928-527-6010 Term: (1st 11/13-11/16)	11/05/2013	11/16	No
<u>Miller, Walt</u> POLICE DEPT. REPRESENTATIVE Deputy Chief/City of Flagstaff Police Dept. 911 E. Sawmill Rd. Flagstaff, AZ 86001 Work Phone: 928-774-3646		Indefinite	04/18/2007
<u>Mullen, Robert</u> CITIZEN MEMBER Retired P.O. Box 3809 Flagstaff, AZ 86003 Cell Phone: 928-600-6643 Term: (1st 5/11-7/14; 2nd 7/14-7/17)	07/15/2014	07/17	10/20/2011



City of Flagstaff, AZ

<u>Parkes, Kevin, Chairman</u>	11/05/2013	07/16	11/04/2013
CITIZEN MEMBER Budget Officer/Grand Canyon National Park 1738 West University Heights Drive South Flagstaff, AZ 86001 Home Phone: 928-607-0868 Term: (1st 10/10-7/13; 2nd 7/13-7/16)			
<u>Robbins, Gary</u>	03/05/2013	07/15	11/04/2013
CITIZEN MEMBER Attorney/Gary E. Robbins, P.L. 4714 E. Double Eagle Flagstaff, AZ 86004 Home Phone: 928-774-4321 Term: (1st 3/13-7/15)			
<u>Spice, Derik</u>	07/15/2014	7/17	No
CITIZEN MEMBER Teaching Assistant/Northern Arizona University 2008 N. 2nd St Flagstaff, AZ 86004 Cell Phone: 435-901-1302 Term: (1st 2/12-7/14; 2nd 7/14-7/17)			
<u>Z-VACANT.</u>		11/16	No
NAIPTA REPRESENTATIVE			

Staff Representative: Jeff Bauman

As Of: February 02, 2015

CHAPTER 2-12 TRANSPORTATION COMMISSION

SECTIONS:

- [2-12-001-0001](#) CITY POLICY:
- [2-12-001-0002](#) CREATION OF THE TRANSPORTATION COMMISSION AND MEMBERSHIP:
- [2-12-001-0003](#) TERMS OF OFFICE:
- [2-12-001-0004](#) MEETINGS:
- [2-12-001-0005](#) FUNCTIONS OF THE COMMISSION:
- [2-12-001-0006](#) OTHER POWERS:
- [2-12-001-0007](#) REPEALED:

2-12-001-0001 CITY POLICY:

It is the policy of the City, in the exercise of the powers vested in the City Council for the protection of the public safety and promotion of the general welfare, to promote the safety of the traveling public and to improve utilization of the public ways for all forms of transportation.

(Ord. 1349, Amended, 02/19/1985; Ord. 2013-06, Amended, 09/17/2013)

2-12-001-0002 CREATION OF THE TRANSPORTATION COMMISSION AND MEMBERSHIP:

- A. There is hereby created a commission to be known as the Transportation Commission.
- B. The Commission shall consist of seven (7) voting members and two (2) ex officio, nonvoting members. Each voting member shall be appointed by the City Council and shall continually reside within the City during the tenure of appointment. The Commission's membership shall be as follows:
 - 1. The seven (7) voting members of the Commission shall consist of all of the following:
 - a. Five (5) at large members selected from the general public.
 - b. One (1) member appointed to represent the Flagstaff Unified School District.
 - c. One (1) member appointed to represent the Northern Arizona Intergovernmental Public Transportation Authority.
 - 2. The two (2) ex officio, nonvoting members shall consist of the following:
 - a. The Traffic Engineer, or his or her designee.
 - b. The Chief of Police, or his or her designee.

C. The Commission shall annually select one (1) of its members to serve as chairperson.

(Ord. 1349, Amended, 02/19/1985; Ord. 2007-21, Amended, 02/06/2007; Ord. 2010-14, Amended, 06/15/10; Ord. 2013-06, Amended, 09/17/2013)

2-12-001-0003 TERMS OF OFFICE:

Members of the Commission shall serve staggered three (3) year terms. No member may serve more than two (2) three (3) year terms.

A member's term of office shall commence with the first regular Commission meeting following his appointment and terminate with the regular Commission meeting at which his successor takes office.

A Commission member who is absent from three consecutive regular meetings may have their remaining term terminated by a vote of the City Council upon recommendation of the Commission.

(Ord. 1349, Amended, 02/19/1985; Ord. 1942, Amended, 05/06/1997; Ord. 2010-14, Amended, 06/15/2010; Ord. 2013-06, Amended, 09/17/2013)

2-12-001-0004 MEETINGS:

The Commission shall meet quarterly and/or at the request of its Chairperson for the disposal of such business as may come before it.

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

A quorum shall be one (1) more than half the voting membership of the Commission. (Ord. 1349, Amended, 02/19/1985; Ord. 2010-14, Amended, 06/15/2010; Ord. 2013-06, Amended, 09/17/2013; Ord. 2014-28, Amended, 11/18/2014)

2-12-001-0005 FUNCTIONS OF THE COMMISSION:

The functions of the Commission shall be:

- A. To formulate and recommend policies and ordinances to the City Council governing the general operations of the City streets, alleys, sidewalks and bikeways.
- B. To review periodically traffic regulation actions of the Transportation Engineering Program.
- C. To promote pedestrian, bicycle, transit and driver education programs in the school systems and to disseminate traffic and safety information to the public at large.

D. To annually advise the City Council of the progress and expenditures of the City's Transportation Capital Improvements Program as related to the Election of May 2000. To carry out this function, the Transportation Commission shall:

1. Meet annually with the City's Capital Improvements and Financial Services Staff to review the progress of the Transportation Capital Improvement Program's ("CIP") planning and programming efforts;
2. Ensure there is a coordinated approach for budgeting and expending transportation sales tax revenues for all transportation modes;
3. Provide input on the Transportation CIP's prioritization scoring criteria;
4. Provide a forum for public comment and input regarding the Transportation CIP;
5. Publish an annual Transportation CIP Advisory Report; and
6. Present the findings of said report to the City Council during a public meeting in conjunction with the annual budget process. At a minimum, the report shall discuss the previous years' income/expenditures, construction projects and planning activities.

E. To perform other duties relating to public safety within the scope of this Commission.

(Ord. 1349, Amended, 02/19/1985; Ord. 2007-21, Amended, 02/06/2007; Ord. 2010-14, Amended, 06/15/2010; Ord. 2013-06, Amended, 09/17/2013)

2-12-001-0006 OTHER POWERS:

A. The Commission shall have the power to appoint subcommittees for the purpose of defining problem areas of traffic and traffic safety; proposing solutions to defined problems; or for any other undertaking which will reasonably lead to safer and more efficient traffic flow in the City.

B. The City Council hereby establishes the following advisory committees to the Transportation Commission to provide advice on special traffic and transportation topics, and delegates to the Commission the power to appoint members to these committees. No member of the Transportation Commission shall be a member of an advisory committee. The City Council retains the power to remove a member of an advisory committee for the reasons specified in the City's Board and Commission Members' Rules and Operations Manual.

1. Bicycle Advisory Committee: Seven (7) citizen members appointed for a three (3) year term. No member may serve more than two (2) three (3) year terms.

2. Pedestrian Advisory Committee: Seven (7) citizen members appointed for a three (3) year term. No member may serve more than two (2) three (3) year terms.

C. The Transportation Commission shall define the operating procedures of the advisory committees, assuring compliance with the Arizona Open Meeting Law, and the City's Board and Commission Members' Rules and Operations Manual, including, but not limited to:

1. The advisory committees shall report on their activities to the Transportation Commission at each Commission meeting.
2. The advisory committees shall investigate, consider, and make recommendations to the Transportation Commission on items assigned to them by the Commission regarding their respective areas of interest.
3. The advisory committees shall bring to the Transportation Commission items of a planning, design, or regulatory nature that come to their attention regarding the City's pedestrian and bikeway systems. (Ord. 1349, Amended, 02/19/1985; Ord. 2007-21, Amended, 02/06/2007; Ord. 2010-14, 06/15/2010; Ord. 2013-06, Amended, 09/17/2013; Ord. 2014-28, Amended, 11/18/2014)

2-12-001-0007 REPEALED:

(Ord. 2013-06, Repealed, 09/17/2013)



City of Flagstaff, AZ

TRANSPORTATION COMMISSION APPLICANTS

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TRAINING COMPLETED</u>
<u>Mazza, Erika</u> NAIPTA REPRESENTATIVE Interim General Manager/NAIPTA 2208 N. Talkington Dr. Flagstaff, AZ 86001 Work Phone: 928-679-8932			No

Staff Representative: **Jeff Bauman**

As Of: **February 05, 2015**

IMPORTANT NOTICE: The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

CITY OF FLAGSTAFF
APPLICATION TO SERVE ON A BOARD/COMMISSION

RETURN TO: CITY CLERK'S OFFICE, 211 WEST ASPEN AVENUE, FLAGSTAFF, AZ 86001

PLEASE NOTE THAT THIS INFORMATION IS PUBLIC INFORMATION
APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR!

DATE: January 16, 2015

BOARD/COMMISSION YOU WISH TO SERVE ON: Transportation Commission

IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED: _____

YOUR NAME: Erika Mazza

HOME PHONE: _____

HOME ADDRESS: 2208 N. Talkington Dr

ZIP: 86001

MAILING ADDRESS (If Different from Above): _____

EMPLOYER: NAIPTA

JOB TITLE: Interim GM

BUS. PHONE: 679.8932

CELL: 699.8913

E-MAIL: emazza@naipta.az.gov

PLEASE INDICATE PREFERRED TELEPHONE: ☐ HOME ☒ WORK ☒ CELL

PLEASE INDICATE AGE GROUP: ☐ 18-34 ☐ 35-54 ☐ 55+

PLEASE INDICATE EDUCATION: ☐ High School ☐ College ☐ Post Graduate

NUMBER OF YEARS LIVING IN THE FLAGSTAFF AREA: 9 years

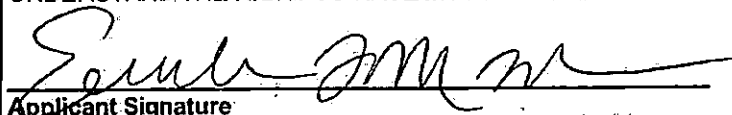
BACKGROUND INFORMATION: Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.

I am currently the acting General Manager for NAIPTA and have worked as the Planning Manager for over three years. During this time, I have worked closely with the City's Transportation staff, City Engineer, and the Multi-Modal planner on enhancing all modes of transportation options. I am a recent graduate of the Flagstaff Leadership Program and through this program I gained a better understanding of community needs and how transportation is linked to all facets of a healthy community. I participated as a core team member of the Regional Plan 2030 Transportation section committee. Currently, I sit on the FMPO Technical Advisory Committee where coordinated transportation projects are at the forefront of our discussions and actions.

Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)

I am interested in filling the vacated seat of Jeff Meilbeck. Jeff had to vacate his position on the Transportation Commission once he became Interim City Manager. As such, I have stepped into the Interim General Manager roll for NAIPTA and feel it is important to maintain NAIPTA's seat on the Transportation Commission.

I UNDERSTAND THAT ANY INFORMATION PROVIDED ABOVE IS PUBLIC INFORMATION AND I CERTIFY THAT I MEET THE CITY CHARTER REQUIREMENT OF LIVING WITHIN THE FLAGSTAFF CITY LIMITS AND HAVE READ AND UNDERSTAND THE RIGHT TO HAVE MY APPLICATION CONSIDERED IN A PUBLIC MEETING.


Applicant Signature

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacy Saltzburg, Deputy City Clerk
Date: 02/04/2015
Meeting Date: 02/17/2015



TITLE:

Consideration and Action on Liquor License Application: Oscar Kwan, "Hunan West", 1302 S. Plaza Way, Series 07 (beer and wine bar), Person Transfer.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

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. Series 07 licenses must be obtained through the person transfer of an existing license from another business. This license is being transferred from Rita Mizokami with Hunan West, located in Flagstaff. The property has been posted as required, and the Police, Community Development and Sales Tax divisions have reviewed the application with no concerns noted.

Financial Impact:

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

Connection to Council Goal and/or Regional Plan:

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

Has There Been Previous Council Decision on This:

Not applicable.

Options and Alternatives:

- 1) Table the item if additional information or time is needed.
- 2) Make no recommendation.
- 3) Forward the application to the State with a recommendation for approval.
- 4) Forward the application to the State with a recommendation for denial, stating the reasons for such recommendation.

An application for a person transfer Series 07 liquor license was received from Oscar Kwan for Hunan West, 1302 S. Plaza Way. The person transfer is from Rita Mizokami with Hunan West, located in Flagstaff.

A background investigation performed by Tom Boughner, Code Compliance Manager, resulted in no active code violations being reported.

Sales tax and licensing information was reviewed by Ranbir Cheema, Tax, Licensing & Revenue Manager, who stated that the business is in compliance with the tax and licensing requirements of the City.

Because the application is for a person transfer, consideration may only be given to the applicant's personal qualifications.

A Series 07 beer and wine bar license allows a beer and wine bar retailer to sell and serve beer and wine, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises.

The deadline for issuing a recommendation on this application is February 27, 2015.

This business will contribute to the tax base of the community. We are not aware of any other relevant considerations.

The application was properly posted on January 23, 2015. No written protests have been received to date.

Attachments: Hunan - Letter to Applicant
 Hearing Procedures
 Series 07 Description
 Hunan - PD Memo
 Hunan - Code Memo
 Hunan - Tax Memo

OFFICE OF THE CITY CLERK

February 4, 2015

Hunan West
Attn: Oscar Kwan
1302 S. Plaza Way
Flagstaff, AZ 86001

Dear Mr. Kwan:

Your application for a Series 7 person transfer liquor license for Hunan West at 1302 S. Plaza Way, was posted on January 23, 2015. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, February 17, 2015 which begins at 4:00 p.m.**

It is important that you or your representative attend this Council Meeting and be prepared to answer any questions that the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on January 12, 2015 and the application may be removed from the premises at that time.

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

Sincerely,

Stacy Saltzburg
Deputy City Clerk

Enclosure



City of Flagstaff

Liquor License Application Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.
2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.
3. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.
4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.
5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.
6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.
7. The presiding officer will then close the public hearing.
8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

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

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
 2. Number and types of licenses within one mile of the proposed premises;
 3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
 4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
 5. Residential and commercial population density within one mile of the proposed premises;
 6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
 7. Effect on vehicular traffic within one mile of the proposed premises;
 8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
 9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
 10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
 11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
 12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 07 Beer and Wine Bar License

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

On & off-sale retail privileges

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

PURPOSE:

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

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of

DELIVERY. The retailer must complete a Department approved "Record of Delivery" form for each spirituous liquor retail delivery.

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

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

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

A log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

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

Bar, beer and wine bar and restaurant licensees must pay an annual surcharge of \$20.00. The money collected from these licensees will be used by the Department for an auditor to review compliance by restaurants with the restaurant licensing provisions of ARS 4-205.02.

MEMORANDUM

Memo # 15-004-01

TO: Chief Kevin Treadway

FROM: Sgt. Matt Wright

DATE: January 29, 2015

**RE: LIQUOR LICENSE APPLICATION – SERIES 7 person to person for
“Hunan West”**

On January 29, 2015, I initiated an investigation into an application for a series 7 (beer and wine bar) person to person transfer. The liquor license application has been filed by Oscar Che-Shing Kwan the new owner of Hunan West. Hunan West is located at 1302 S. Plaza Way in Flagstaff. Hunan West recently changed ownership. Oscar Kwan now owns 100% of the restaurant and the liquor license. This application is to change the name on the liquor license from the previous owner, Rita Mizokami, to Oscar Kwan the new owner. The series 7 license being applied for is #07030039.

I conducted a query through local systems and public access on Oscar Kwan. I found no derogatory records. I spoke with Oscar who stated he has purchased the series 7 license and plans to manage the day to day operations himself. Oscar said they continue to operate the business as they always have. Oscar has not taken the mandatory liquor law training course but will do so prior to the license being granted by the Arizona Department of Liquor Licenses and Control. No liquor law violations could be located for Hunan West or Oscar.

As a result of this investigation, I can find no reason to oppose this series 7 liquor license application. Recommendation to Council would be for approval.



Planning and Development Services Memorandum

January 30, 2015

TO: Stacy Saltzburg, Deputy City Clerk

THROUGH: Roger E. Eastman, AICP, Comprehensive Planning and Code Administrator

FROM: Tom Boughner, Code Compliance Mgr.

RE: Application for Liquor License #07030039
1302 South Plaza Way, Flagstaff, Arizona 86001
Assessor's Parcel Number 103-20-063
Oscar Kwan on behalf of Hunan West Restaurant

Roger E. Eastman

This application is a request for a transfer, Series 7, Beer and Wine Bar liquor license, by Oscar Che-Shing Kwan on behalf of Hunan West. This restaurant is located within the Highway Commercial district. This district does allow for this use.

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

This liquor license is recommended for approval.



1302 S. PLAZA WAY

CITY OF FLAGSTAFF GIS Mapping Application
SERVICE AT A GLANCE ELEVATION

Enter address

More... City Base Map Aerial 2013 Aerial 2007

Address, Parcel,...
Locations found: 11

- 1302 S BURLINGTON ST
Score: 55
- 1302 W WESTON TRL
Score: 55
- 1302 S PLAZA WAY
Score: 55
- 1302 E SUNDROP LN
Score: 55
- 1302 E TREVOR WAY

Layer List
Layer Visibility

- Property and Records(Parc
- Planning
- Facilities
- Transportation
- Utilities Water
- Utilities Stormwater
- Utilities Sewer
- Utilities Reclaim
- Environmental

500 ft

276230-6398465959 1523657.0214576446

esri

Handwritten annotations on map:
1302
PLAZA WAY
WESTON RD.

Memo

To: Stacy Saltzberg, Deputy City Clerk

From: Ranbir Cheema - Tax, Licensing & Revenue Manager

Date: January 22, 2014

Re: Series 07 Liquor License – Person Transfer – Hunan West

Hunan West LLC with Oscar Kwan as its principal, located at 1302 S. Plaza Way is properly licensed with the City for sales tax purposes. This entity started operating on 12/01/2014 and is scheduled to file their first tax return by the end of this month. The seller of this liquor license, Rita Mizokami is also properly licensed with the City and is current on her sales tax filing and remittance. Currently, they are both in good standing with the City Sales Tax Section.

/liquor licenses/Hunan West.doc

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacy Saltzburg, Deputy City Clerk
Date: 02/04/2015
Meeting Date: 02/17/2015



TITLE:

Consideration and Action on Liquor License Application: Tyler Christensen, "SoSoBa", 12 E. Route 66, #104, Series 12 (restaurant), New License.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

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 12 license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. The property has been posted as required, and the Police, Community Development and Sales Tax divisions have reviewed the application with no concerns noted.

Financial Impact:

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

Connection to Council Goal and/or Regional Plan:

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

Has There Been Previous Council Decision on This:

Not applicable.

Options and Alternatives:

- 1) Table the item if additional information or time is needed.
- 2) Make no recommendation.
- 3) Forward the application to the State with a recommendation for approval.
- 4) Forward the application to the State with a recommendation for denial, stating the reasons for such recommendation.

Background/History:

An application for a new Series 12 liquor license was received from Tyler Christensen for SoSoBa.

A background investigation performed by Sgt. Matt Wright of the Flagstaff Police Department resulted in a recommendation for approval.

A background investigation performed by Tom Boughner, Code Compliance Manager resulted in no active code violations being reported.

Sales tax and licensing information was reviewed by Ranbir Cheema, Tax, Licensing & Revenue Manager, who stated that the business is in compliance with the tax and licensing requirements of the City.

Key Considerations:

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

A Series 12 license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

The deadline for issuing a recommendation on this application is February 27, 2015.

The applicant is not required to provide the distance between the applicant's business and the nearest church or school for government; and the State does not require a geological map or list of licenses in the vicinity for any license series.

Expanded Financial Considerations:

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

Community Involvement:

The application was properly posted on January 23, 2015. No written protests have been received to date.

Attachments: SoSoBa - Letter to Applicant

Hearing Procedures

Series 12 Description

SoSoBa - PD Memo

SoSoBa - Code Memo

SoSoBa - Tax Memo

OFFICE OF THE CITY CLERK

February 4, 2015

SoSoBa
Attn: Tyler Christensen
12 E. Route 66, #104
Flagstaff, AZ 86001

Dear Mr. Christensen:

Your application for a new Series 12 liquor license for SoSoBa at 12 E. Route 66., #104, was posted on January 23, 2015. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, February 17, 2015 which begins at 4:00 p.m.**

It is important that you or your representative attend this Council Meeting and be prepared to answer any questions that the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on January 12, 2015 and the application may be removed from the premises at that time.

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

Sincerely,

Stacy Saltzburg
Deputy City Clerk

Enclosure



City of Flagstaff

Liquor License Application Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.
2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.
3. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.
4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.
5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.
6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.
7. The presiding officer will then close the public hearing.
8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

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

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
 2. Number and types of licenses within one mile of the proposed premises;
 3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
 4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
 5. Residential and commercial population density within one mile of the proposed premises;
 6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
 7. Effect on vehicular traffic within one mile of the proposed premises;
 8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
 9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
 10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
 11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
 12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 12 Restaurant License

Non-transferable

On-sale retail privileges

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

PURPOSE:

Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

An applicant for a restaurant license must file a copy of its restaurant menu and Restaurant Operation Plan with the application. The Plan must include listings of all restaurant equipment and service items, the restaurant seating capacity, and other information requested by the department to substantiate that the restaurant will operate in compliance with Title 4.

The licensee must notify the Department, in advance, of any proposed changes in the seating capacity of the restaurant or dimensions of a restaurant facility.

A restaurant licensee must maintain complete restaurant services continually during the hours of selling and serving of spirituous liquor, until at least 10:00 p.m. daily, if any spirituous liquor is to be sold and served up to 2:00 a.m.

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

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

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

A log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

Bar, beer and wine bar, and restaurant licensees must pay an annual surcharge of \$20.00. The money collected from these licensees will be used by the Department for an auditor to review compliance by restaurants with the restaurant licensing provisions of ARS 4-205.02.

MEMORANDUM

Memo # 15-003-01

TO: Chief Kevin Treadway

FROM: Sgt. Matt Wright

DATE: January 29, 2015

RE: LIQUOR LICENSE APPLICATION – SERIES 12- FOR “SoSoBa”

On January 29, 2015, I initiated an investigation into an application for a series 12 (restaurant) liquor license filed by Tyler Christensen (Agent/Controlling person) and Joel Dry (Controlling Person). Tyler and Joel are owners of the restaurant but Tyler will be assisting in the day to day operations. SoSoBa is located at 12 E. RT 66 suite # 104 in Flagstaff. This is an application for a new series 12 license #12033370. SoSoBa is currently operating with an interim permit as the previous owners of Madrid Tapas & Sangria have closed their business. Tyler and Joel have taken over the lease and opened SoSoBa.

I conducted a query through local systems and public access on Tyler Christensen (Agent/Controlling person) and Joel Dry. No arrests could be located for Tyler or Joel.

I spoke with Tyler who stated he and Joel are the sole owners of the restaurant. Tyler stated in the past he has been listed as a manager on a liquor license for a bar in the Phoenix area. I checked the history for that license and found no liquor law violations for the bar or for Tyler. Tyler stated this would be the first liquor license he owns and confirmed he has never been cited for any liquor law violations in the past. Tyler confirmed he understands the requirements of the series 12 liquor license and has attended the mandatory liquor license training. No liquor violations could be located for Joel Dry.

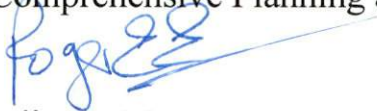
As a result of this investigation, a recommendation to Council would be for approval.



Planning and Development Services Memorandum

January 30, 2015

TO: Stacy Saltzburg, Deputy City Clerk

THROUGH: Roger E. Eastman, AICP, Comprehensive Planning and Code Administrator 

FROM: Tom Boughner, Code Compliance Mgr.

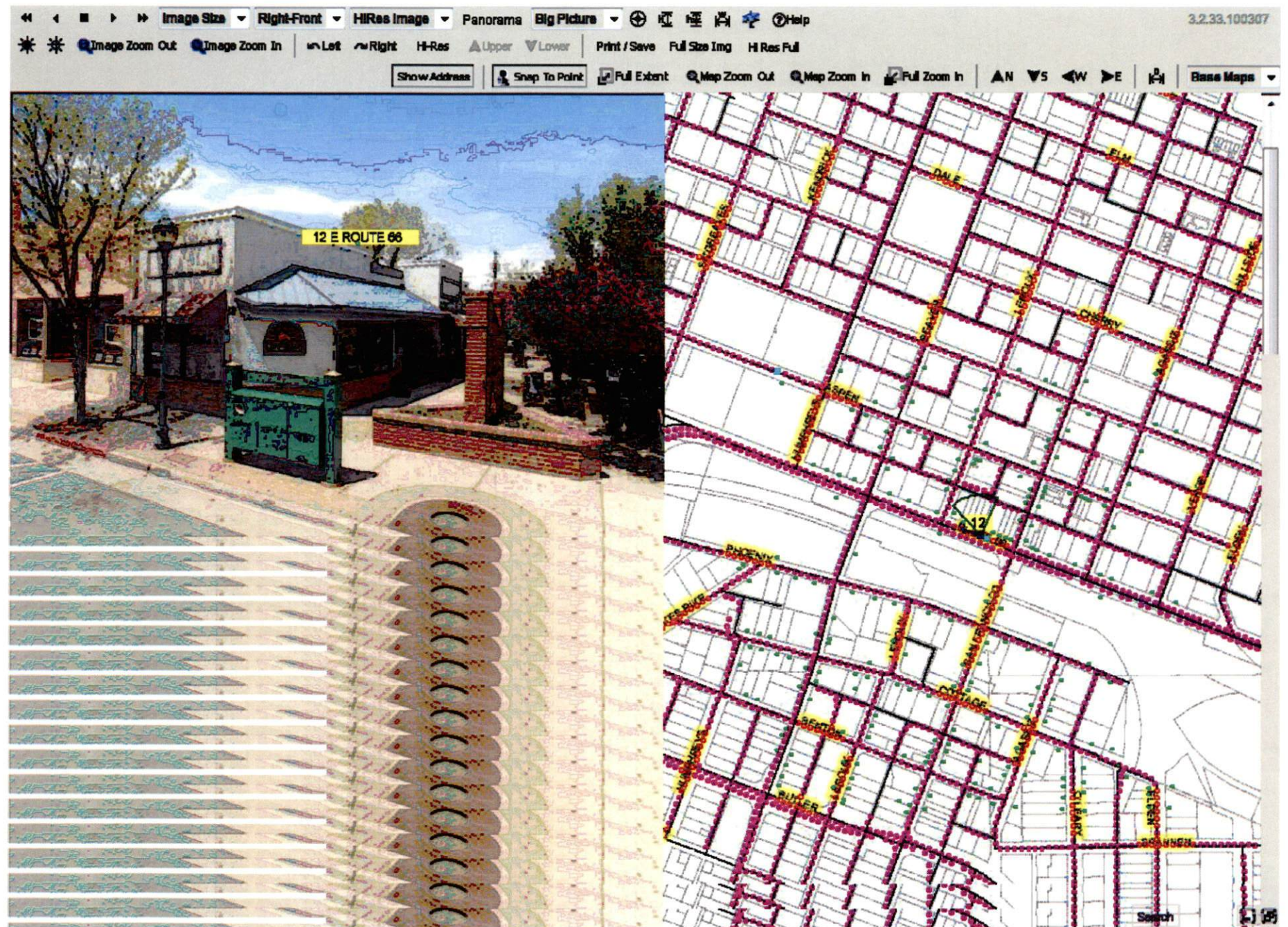
RE: Application for Liquor License #12033370
12 East Rte. 66 #104, Flagstaff, Arizona 86001
Assessor's Parcel Number 100-20-006A
Tyler Christensen on behalf of SoSoBa Restaurant

This application is a request for a new, Series 12 Restaurant liquor license, by Tyler Lee Christensen on behalf of SoSoBa. This restaurant is located within the Central Business Zone. This district does allow for this use.

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

This liquor license is recommended for approval.





Memo

To: Stacy Saltzberg, Deputy City Clerk

From: Ranbir Cheema - Tax, Licensing & Revenue Manager

Date: January 22, 2014

Re: Series 12 Liquor License – New License – SoSoBa

Capital Concepts LLC DBA SoSoBa located at 12 E. Route 66 Suite 104 is properly licensed with the City for sales tax purposes and current on their sales tax returns filing and remittance. They are in good standing with the City Sales Tax Section at this time.

/liquor licenses/Sosoba.doc

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Randall Groth, Project Manager
Date: 01/06/2015
Meeting Date: 02/17/2015



TITLE:

Consideration and Approval of Contract: Industrial Drive Improvements - Huntington Drive to Nestle Purina Avenue. (Industrial Drive Realignment)

RECOMMENDED ACTION:

- 1) Approve the construction contract with Eagle Mountain Construction in the amount of \$1,526,097.20 (includes a \$98,825 contract allowance) and a contract time of 214 calendar days;
- 2) Approve Change Order Authority to the City Manager in the amount of \$142,730.00 (10% of the contract amount, less allowance);
- 3) Authorize the City Manager to execute the necessary documents.

Executive Summary:

Award of this second phase contract will authorize the construction of the Industrial Drive Improvements project, Nestle Purina Avenue to Huntington Drive, for realignment in accordance with the approved public improvement plans prepared by Turner Engineering, Inc. dated February 6, 2014. The current, narrow roadway is a combination of millings and gravel. The first phase of Industrial Drive, Fanning Drive to Eagle Mountain Drive, was completed in 2010. The third and final phase, Huntington Drive to Eagle Mountain Drive, is programmed in the 5-year Capital Program.

The project is scheduled in the Capital 5-year plan and is funded by Transportation Tax in the FY 2015 authorized budget.

Financial Impact:

The project has a total FY 15 budget appropriation of \$2,267,140 in account 040-05-112-3056-6.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

3. Provide sustainable and equitable public facilities, services and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.
6. Relieve traffic congestion throughout Flagstaff.

Has There Been Previous Council Decision on This:

The Council adopted the FY 15 budget at the June 17, 2014 Council meeting and this appropriation was included in that budget.

Options and Alternatives:

1) Approve the award as recommended. Approval will allow the work to move forward in calendar 2015 or;

2) Reject approval of the award. This would delay the project. If rejection occurs, possible options include:

- re-advertise the project and open new bids;
- suspend or cancel the project.

Background/History:

The three-phased Industrial Drive improvement project has a general scope to upgrade sewer and water systems, construct new roadway pavement and the associated edge improvements.

The initial phase, from Fanning Drive to Eagle Mountain Drive, was completed in 2010. The current phase, from Nestle Purina Avenue to Huntington Drive, is targeted for a construction start this spring with approval of this contract.

The final phase from Huntington Dr. to Eagle Mountain Drive and the concurrent Fanning Wash improvements are programmed in the Capital Improvement 5-year plan.

Staff advertised bid solicitations for this project on 12/2/2014 through 12/16/2014. There were 8 bids submitted, and staff determined Eagle Mountain Construction to be the lowest responsive responsible bidder.

Key Considerations:

The work will address utility and street improvements in Industrial Drive from Huntington Dr. to Nestle Purina Ave. The project will construct approximately 2,097 LF of water main, 700 LF of sewer main, 1,250 LF of storm drain main, install new fire hydrants and 9,610 SY of road pavement with curb and gutter. The project will also construct a new driveway from Fire Station 3 onto Industrial Drive.

Expanded Financial Considerations:

Below is a summary of the bids received. The bid tabulation sheet is included as an attachment. Bid extensions were corrected (indicated on the bid tabulation sheet) but does not impact the bid order.

Engineer's Estimate	2,075,325.00
Eagle Mountain	1,526,097.20
McCauly Construction	1,965,558.80
Fann Contracting	1,991,188.00
Intermountain West	2,187,265.00
RTR Paving	2,219,564.00
J. Banicki Construction	2,222,504.80
Redpoint	2,421,005.00
Capital Improvements	2,600,000.00

The Contract Allowance is established to accommodate costs for unanticipated items of work and is included in the contract amount. The \$2,075,325.00 engineer's estimate includes \$1,976,500.00 for improvements plus 5% (\$98,825) for the contract allowance .

Change Order Authority establishes a dollar amount (10% of the contract amount, less allowance) and provides the City Manager, on behalf of the City Council, authority to amend the contract amount in response to unforeseen costs that are more than the contracted amount.

Community Benefits and Considerations:

The community benefits of this project include:

- Replacement of an existing narrow, gravel and milling road with a new asphalt pavement with curb and gutter
- Redesign of the current road geometry to substantially improve the drivability of the road for large trucks
- Reduced maintenance
- A new storm water system will be built, and will include low impact development storm water management
- A new water main to meet current engineering standards and to accommodate future development
- A new sewer main to meet current engineering standards and to serve existing parcels
- Fire hydrants will be installed to meet the current standards
- To meet a condition of the Fire Station's Conditional Use Permit (08-006), the emergency vehicle exit driveway will be relocated to Industrial Drive

Community Involvement:

Inform: The Capital Improvements project manager has met with the Fire Department to discuss sequencing of the construction as it relates to the relocation of Fire Station #3's driveway.

Collaborate: The Capital Improvements project manager, the Assistant to the City Manager for Real Estate and the Deputy City Attorney have met with the owner of BEC SW and representatives of Nestle Purina to negotiate for property rights acquisition.

Expanded Options and Alternatives:

1. Approve the award as recommended. This would allow the project to be built in 2015.

2. Reject approval of the award.

This option would delay the construction start and likely cause the work to span two construction seasons, which would include a winter shutdown with temporary improvements in place. This may increase project costs. The fire station, Nestle Purina traffic (staff & deliveries) and BEC SW would have a substantially longer duration of impact from construction activities.

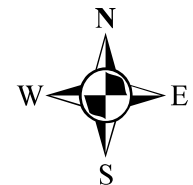
Attachments: [Vicinity Map](#)
 [Bld Tab](#)
 [Construction Contract](#)



Industrial Dr. Improvements - Huntington to Nestle Purina
Vicinity Map

1 inch = 200 feet

■■■■■■■■ PROPOSED
IMPROVEMENTS



Item No.	Description	Qty.	Unit	Engineer's Estimate		Eagle Mountain		McCauley Const.		Fann Cont.		Intermountain West		RTR Paving		J. Banicki Const.		Redpoint		Capital Imp.	
1	Sawcut, Remove, Dispose of AC Pavement	483	SY	5.00	2,415.00	3.30	1,593.90	2.00	966.00	4.00	1,932.00	6.00	2,898.00	18.00	8,694.00	3.00	1,449.00	29.00	14,007.00	5.00	2,415.00
2	Remove, Dispose of Concrete (Walks & Driveway)	1,742	SF	2.50	4,355.00	0.25	435.50	0.75	1,306.50	2.00	3,484.00	3.00	5,226.00	3.00	5,226.00	0.40	696.80	7.00	12,194.00	2.00	3,484.00
3	Remove, Dispose of Curb & Gutter	172	LF	6.00	1,032.00	1.20	206.40	2.00	344.00	3.00	516.00	10.00	1,720.00	3.00	516.00	2.00	344.00	4.00	688.00	2.00	344.00
4	Locate, Remove & Dispose of 12" ACP Waterline	1,896	LF	5.00	9,480.00	12.20	23,131.20	20.00	37,920.00	15.00	28,440.00	20.00	37,920.00	30.00	56,880.00	25.00	47,400.00	13.00	24,648.00	8.00	15,168.00
5	Remove, Dispose of 12" CMP Culvert	1	LS	500.00	500.00	400.00	400.00	500.00	500.00	600.00	600.00	2,000.00	2,000.00	2,000.00	2,000.00	400.00	400.00	900.00	900.00	500.00	500.00
6	Remove & Salvage Traffic Signs	4	EA	100.00	400.00	29.00	116.00	100.00	400.00	55.00	220.00	200.00	800.00	100.00	400.00	130.00	520.00	400.00	1,600.00	100.00	400.00
7	Construct AC Pavement (4" AC on 6" ABC)	9,610	SY	35.00	336,350.00	31.83	305,886.30	29.85	286,858.50	37.00	355,570.00	30.00	288,300.00	40.00	384,400.00	39.00	374,790.00	33.00	317,130.00	35.00	336,350.00
8	Construct Curb & Gutter (MAG SD 220-1, Type A on 3" ABC)	4,296	LF	15.00	64,440.00	11.00	47,256.00	19.20	82,483.20	23.00	98,808.00	18.00	77,328.00	20.00	85,920.00	22.00	94,512.00	24.50	105,252.00	15.00	64,440.00
9	Construct 4" PCC Sidewalk on 3" ABC (MAG	4,934	SF	5.00	24,670.00	3.40	16,775.60	5.45	26,890.30	6.50	32,071.00	5.00	24,670.00	6.50	32,071.00	7.00	34,538.00	8.00	39,472.00	4.00	19,736.00
10	Construct Sidewalk Ramp/Curb return (CoF 10-10-36 &	1	LS	4,530.00	4,530.00	1,700.00	1,700.00	5,363.00	5,363.00	12,600.00	12,600.00	3,000.00	3,000.00	2,500.00	2,500.00	6,400.00	6,400.00	7,300.00	7,300.00	10,000.00	10,000.00
11	Construct 8" Thick Concrete Driveway Pan (MAG SD 250-	1	LS	1,450.00	1,450.00	1,500.00	1,500.00	2,400.00	2,400.00	3,260.00	3,260.00	4,000.00	4,000.00	3,500.00	3,500.00	2,400.00	2,400.00	3,600.00	3,600.00	2,500.00	2,500.00
12	Construct 2 -40' Wide/8" Thick Conc. Drive (MAG	1	LS	4,560.00	4,560.00	6,500.00	6,500.00	5,000.00	5,000.00	15,400.00	15,400.00	9,000.00	9,000.00	10,000.00	10,000.00	10,000.00	10,000.00	9,400.00	9,400.00	15,000.00	15,000.00
13	Adjust Sewer Manhole to Finish Grade (CoF 9-03-062)	1	EA	300.00	300.00	430.00	430.00	750.00	750.00	676.00	676.00	1,000.00	1,000.00	1,000.00	1,000.00	500.00	500.00	700.00	700.00	500.00	500.00
14	Centerline Survey Monuments (CoF 11-01-010)	10	EA	525.00	5,250.00	122.00	1,220.00	250.00	2,500.00	255.00	2,550.00	400.00	4,000.00	1,000.00	10,000.00	600.00	6,000.00	150.00	1,500.00	400.00	4,000.00
15	Install 12" PVC Water Line	1,719	LF	50.00	85,950.00	56.00	96,264.00	54.00	92,826.00	54.00	92,826.00	67.00	115,173.00	50.00	85,950.00	72.00	123,768.00	61.00	104,859.00	80.00	137,520.00
16	Install 12" DIP Water Line (Fully Joint Restrained)	377	LF	65.00	24,505.00	72.00	27,144.00	66.00	24,882.00	85.00	32,045.00	92.00	34,684.00	84.00	31,668.00	94.00	35,438.00	143.00	53,911.00	100.00	37,700.00
17	Install 12" DIP Vertical Deflection at Existing Water Main (MAG	1	LS	4,000.00	4,000.00	6,700.00	6,700.00	5,800.00	5,800.00	5,590.00	5,590.00	6,000.00	6,000.00	7,000.00	7,000.00	12,000.00	12,000.00	13,700.00	13,700.00	4,500.00	4,500.00
18	Install 12" Water Valve Assembly (MAG 301)	6	EA	2,000.00	12,000.00	2,500.00	15,000.00	2,500.00	15,000.00	2,325.00	13,950.00	2,200.00	13,200.00	2,500.00	15,000.00	2,600.00	15,600.00	2,600.00	15,600.00	3,200.00	19,200.00
19	Install Fire Hydrant Assembly (MAG 360)	7	EA	5,500.00	38,500.00	4,850.00	33,950.00	5,100.00	35,700.00	4,470.00	31,290.00	4,200.00	29,400.00	6,000.00	42,000.00	7,400.00	51,800.00	6,000.00	42,000.00	4,500.00	31,500.00
20	Install Air Release Valve (CoF 9-03-100)	3	EA	6,000.00	18,000.00	4,300.00	12,900.00	7,500.00	22,500.00	2,945.00	8,835.00	2,800.00	8,400.00	6,000.00	18,000.00	8,200.00	24,600.00	5,600.00	16,800.00	3,800.00	11,400.00
21	Install 3/4" Water Service (CoF 9-03-070)	1	EA	1,750.00	1,750.00	6,700.00	6,700.00	3,000.00	3,000.00	2,325.00	2,325.00	8,000.00	8,000.00	1,500.00	1,500.00	2,100.00	2,100.00	1,300.00	1,300.00	4,500.00	4,500.00
22	Restore Existing Detention Basin Berm	1	LS	1,500.00	1,500.00	370.00	370.00	2,000.00	2,000.00	1,580.00	1,580.00	2,200.00	2,200.00	3,000.00	3,000.00	800.00	800.00	1,100.00	1,100.00	1,800.00	1,800.00
23	Relocate Ex. Tracer Wire Terminus & Valve Box	1	LS	500.00	500.00	70.00	70.00	750.00	750.00	340.00	340.00	500.00	500.00	750.00	750.00	900.00	900.00	2,300.00	2,300.00	1,650.00	1,650.00
24	Install Water Line Fittings 12" - 22.5° Bend	4	EA	2,000.00	8,000.00	590.00	2,360.00	600.00	2,400.00	655.00	2,620.00	700.00	2,800.00	700.00	2,800.00	700.00	2,800.00	700.00	2,800.00	780.00	3,120.00
25	Install Water Line Fittings 12" - 45° Bend	1	EA	1,500.00	1,500.00	650.00	650.00	600.00	600.00	720.00	720.00	700.00	700.00	700.00	700.00	800.00	800.00	600.00	600.00	640.00	640.00
26	Install Water Line Fittings 12" - 11.25° Bend	2	EA	1,000.00	2,000.00	570.00	1,140.00	600.00	1,200.00	635.00	1,270.00	700.00	1,400.00	600.00	1,200.00	700.00	1,400.00	500.00	1,000.00	640.00	1,280.00
27	Install Water Line Fittings 12" x 6" Tee	7	EA	1,200.00	8,400.00	715.00	5,005.00	700.00	4,900.00	1,050.00	7,350.00	900.00	6,300.00	700.00	4,900.00	900.00	6,300.00	700.00	4,900.00	1,200.00	8,400.00
28	Install Water Line Fittings 12" x 12" Tee	1	EA	1,200.00	1,200.00	1,000.00	1,000.00	1,300.00	1,300.00	1,320.00	1,320.00	1,000.00	1,000.00	1,000.00	1,000.00	1,100.00	1,100.00	2,800.00	2,800.00	1,400.00	1,400.00
29	Install Temporary Water Service	1	LS	1,000.00	1,000.00	900.00	900.00	3,000.00	3,000.00	1,670.00	1,670.00	8,000.00	8,000.00	2,500.00	2,500.00	1,900.00	1,900.00	2,200.00	2,200.00	2,000.00	2,000.00
30	Cut & Cap at Existing Tee at Main	1	LS	2,660.00	2,660.00	170.00	170.00	3,000.00	3,000.00	305.00	305.00	2,500.00	2,500.00	4,000.00	4,000.00	4,000.00	4,000.00	300.00	300.00	1,750.00	1,750.00
31	Install 8" PVC Sewer Line	313	LF	40.00	12,520.00	32.00	10,016.00	61.00	19,093.00	43.00	13,459.00	70.00	21,910.00	60.00	18,780.00	60.00	18,780.00	144.00	45,072.00	110.00	34,430.00
32	Install 8" DIP (Class 350) Sewer Line	386	LF	55.00	21,230.00	59.00	22,774.00	86.00	33,196.00	66.00	25,476.00	85.00	32,810.00	75.00	28,950.00	72.00	27,792.00	119.00	45,934.00	90.00	34,740.00
33	Install 4' Ø Sewer Manhole (MAG 420-1, Type A)	5	EA	4,000.00	20,000.00	3,100.00	15,500.00	3,100.00	15,500.00	8,054.00	40,270.00	5,000.00	25,000.00	6,500.00	32,500.00	7,700.00	38,500.00	6,800.00	34,000.00	3,500.00	17,500.00
34	Install 5' Ø Sewer Manhole (MAG 420-1, Type A)	2	EA	4,500.00	9,000.00	3,900.00	7,800.00	5,000.00	10,000.00	10,200.00	20,400.00	6,000.00	12,000.00	7,500.00	15,000.00	11,500.00	23,000.00	8,000.00	16,000.00	5,500.00	11,000.00
35	Install 6" Sewer Service with 2-Way Cleanout	2	EA	1,900.00	3,800.00	2,500.00	5,000.00	3,000.00	6,000.00	2,700.00	5,400.00	2,000.00	4,000.00	2,000.00	4,000.00	2,500.00	5,000.00	4,400.00	8,800.00	7,500.00	15,000.00
36	Reinforced Conc. Retaining Wall w/ Texture (±	1	LS	85,000.00	85,000.00	60,000.00	60,000.00	88,000.00	88,000.00	136,300.00	136,300.00	125,000.00	125,000.00	120,000.00	120,000.00	135,000.00	135,000.00	62,200.00	62,200.00	85,000.00	85,000.00
37	Install Antigraffiti Sealant on Exposed Surfaces (CoF 6-	1	LS	7,500.00	7,500.00	2,300.00	2,300.00	4,500.00	4,500.00	13,600.00	13,600.00	15,000.00	15,000.00	5,000.00	5,000.00	5,000.00	5,000.00	4,500.00	4,500.00	36,000.00	36,000.00
38	Segmental Retaining Wall at Detention Basin (±	1	LS	15,820.00	15,820.00	10,000.00	10,000.00	14,000.00	14,000.00	23,535.00	23,535.00	30,000.00	30,000.00	15,000.00	15,000.00	13,000.00	13,000.00	16,800.00	16,800.00	16,000.00	16,000.00
39	Reinforced Conc. Retaining Wall (±	1	LS	58,500.00	58,500.00	52,000.00	52,000.00	110,000.00	110,000.00	152,000.00	152,000.00	112,000.00	112,000.00	120,000.00	120,000.00	123,000.00	123,000.00	88,000.00	88,000.00	107,350.00	107,350.00
40	Install & Maintain Temporary Stone Construction Entrances	1	LS	5,000.00	5,000.00	3,700.00	3,700.00	3,000.00	3,000.00	1,760.00	1,760.00	8,000.00	8,000.00	5,000.00	5,000.00	4,500.00	4,500.00	5,000.00	5,000.00	2,500.00	2,500.00
41	Install & Maintain 8" Ø Sediment Wattles	1,295	LF	2.00	2,590.00	1.80	2,331.00	3.00	3,885.00	3.00	3,885.00	4.00	5,180.00	3.00	3,885.00	7.00	9,065.00	1.00	1,295.00	1.25	1,618.75
42	Hydroseed Distrubed Areas - CoF Reseeding Req.	71,920	SF	0.10	7,192.00	0.03	2,157.60	0.10	7,192.00	0.10	7,192.00	0.40	28,768.00	0.20	14,384.00	0.15	10,788.00	0.10	7,192.00	0.25	17,980.00
43	Finalize & File Notice of Intent, Maintain SWPPP and File Notice	1	LS	5,000.00	5,000.00	800.00	800.00	1,300.00	1,300.00	18,000.00	18,000.00	5,000.00	5,000.00	3,500.00	3,500.00	3,700.00	3,700.00	4,000.00	4,000.00	2,000.00	2,000.00
44	Traffic Control Plan, Implementation & Dust Control	1	LS	15,000.00	15,000.00	70.00	70.00	25,000.00	25,000.00	11,000.00	11,000.00	25,000.00	25,000.00	20,000.00	20,000.00	138,000.00	138,000.00	95,800.00	95,800.00	60,000.00	60,000.00
45	Tree Protection per CoF Requirements	1	LS	2,000.00	2,000.00	800.00	800.00	2,500.00	2,500.00	1,900.00	1,900.00	5,000.00	5,000.00	3,500.00	3,500.00	2,800.00	2,800.00	10,200.00	10,200.00	3,500.00	3,500.00
46	Record Drawings (As-Built Plans) CoF 105.2.1	1	LS																		

57	Construct Underground Storage Chamber - 12' width	505	LF	300.00	151,500.00	53.00	26,765.00	66.00	33,330.00	170.00	85,850.00	60.00	30,300.00	60.00	30,300.00	82.00	41,410.00	152.00	76,760.00	65.00	32,825.00
58	Construct Catch Basin, 3.5' Wing - One Side (ADOT)	3	EA	4,000.00	12,000.00	4,100.00	12,300.00	4,200.00	12,600.00	6,950.00	20,850.00	6,000.00	18,000.00	3,000.00	9,000.00	4,700.00	14,100.00	5,300.00	15,900.00	5,200.00	15,600.00
59	Construct Catch Basin, 3.5' Wing - Both Sides	3	EA	5,000.00	15,000.00	5,900.00	17,700.00	5,400.00	16,200.00	7,120.00	21,360.00	7,500.00	22,500.00	5,000.00	15,000.00	6,700.00	20,100.00	6,000.00	18,000.00	6,400.00	19,200.00
60	Construct Hybrid Catch Basins Per	5	EA	6,500.00	32,500.00	5,700.00	28,500.00	5,200.00	26,000.00	4,915.00	24,575.00	8,500.00	42,500.00	6,500.00	32,500.00	6,900.00	34,500.00	7,100.00	35,500.00	7,800.00	39,000.00
61	Construct Catch Basin (MAG 535)	1	EA	3,500.00	3,500.00	2,100.00	2,100.00	2,500.00	2,500.00	4,315.00	4,315.00	3,500.00	3,500.00	4,800.00	4,800.00	2,600.00	2,600.00	4,300.00	4,300.00	4,000.00	4,000.00
62	Construct Catch Basin (MAG	1	EA	4,000.00	4,000.00	2,200.00	2,200.00	3,200.00	3,200.00	5,135.00	5,135.00	3,500.00	3,500.00	4,800.00	4,800.00	2,700.00	2,700.00	3,900.00	3,900.00	6,400.00	6,400.00
63	Construct 2' Wide Sidewalk Scupper (MAG 203)	1	EA	3,500.00	3,500.00	1,000.00	1,000.00	2,900.00	2,900.00	1,770.00	1,770.00	3,000.00	3,000.00	4,800.00	4,800.00	4,300.00	4,300.00	1,400.00	1,400.00	1,800.00	1,800.00
64	Construct 12' Wide Sidewalk Scupper (3 -	1	EA	10,000.00	10,000.00	4,000.00	4,000.00	8,500.00	8,500.00	7,375.00	7,375.00	8,000.00	8,000.00	16,500.00	16,500.00	8,800.00	8,800.00	4,000.00	4,000.00	3,000.00	3,000.00
65	Construct 8' Wide Sidewalk Scupper (2 - 4'	1	EA	8,000.00	8,000.00	3,000.00	3,000.00	5,800.00	5,800.00	4,880.00	4,880.00	6,000.00	6,000.00	14,000.00	14,000.00	7,000.00	7,000.00	3,300.00	3,300.00	2,200.00	2,200.00
66	Construct Modified 'L' Headwall	1	LS	2,500.00	2,500.00	2,800.00	2,800.00	5,250.00	5,250.00	7,335.00	7,335.00	3,000.00	3,000.00	7,000.00	7,000.00	4,100.00	4,100.00	6,200.00	6,200.00	6,200.00	6,200.00
67	Storm Drain Concrete Collar (MAG 505)	1	LS	1,000.00	1,000.00	560.00	560.00	2,800.00	2,800.00	215.00	215.00	800.00	800.00	3,200.00	3,200.00	1,100.00	1,100.00	1,100.00	1,100.00	3,800.00	3,800.00
68	Install 12" Thick (D50=8") Plain Riprap	555	SF	8.00	4,440.00	3.00	1,665.00	3.20	1,776.00	7.00	3,885.00	4.00	2,220.00	10.00	5,550.00	8.00	4,440.00	7.00	3,885.00	18.00	9,990.00
69	Install 8" Thick (D50=6") Plain Riprap	2,853	SF	7.50	21,397.50	2.20	6,276.60	4.50	12,838.50	3.00	8,559.00	3.00	8,559.00	5.00	14,265.00	5.00	14,265.00	5.00	14,265.00	16.00	45,648.00
70	Install Detention Basin Subdrain (Per Plan &	178	LF	20.00	3,560.00	15.00	2,670.00	25.00	4,450.00	29.00	5,162.00	20.00	3,560.00	60.00	10,680.00	10.00	1,780.00	12.00	2,136.00	125.00	22,250.00
71	Construct 4" Thick Concrete Floor to Sediment Trap	181	SF	6.00	1,086.00	4.00	724.00	5.00	905.00	20.00	3,620.00	10.00	1,810.00	10.00	1,810.00	15.00	2,715.00	16.00	2,896.00	12.00	2,172.00
72	Construct Vertical Curb at Sediment Trap (MAG	37	LF	20.00	740.00	16.00	592.00	20.00	740.00	23.00	851.00	30.00	1,110.00	40.00	1,480.00	22.00	814.00	55.00	2,035.00	40.00	1,480.00
73	Install 4" Perforated HDPE Drain Pipe	219	LF	20.00	4,380.00	29.00	6,351.00	7.00	1,533.00	25.00	5,475.00	20.00	4,380.00	25.00	5,475.00	15.00	3,285.00	13.00	2,847.00	45.00	9,855.00
74	Install Yellow Paint Striping (2 Coats)	1	LS	2,400.00	2,400.00	500.00	500.00	1,468.00	1,468.00	890.00	890.00	2,000.00	2,000.00	4,000.00	4,000.00	1,700.00	1,700.00	9,700.00	9,700.00	4,000.00	4,000.00
75	Install White Paint Striping (2 Coats)	1	LS	3,210.00	3,210.00	800.00	800.00	2,100.00	2,100.00	1,680.00	1,680.00	3,000.00	3,000.00	4,000.00	4,000.00	3,200.00	3,200.00	9,700.00	9,700.00	4,000.00	4,000.00
76	Install White Preformed Plastic Striping	1	LS	900.00	900.00	250.00	250.00	400.00	400.00	600.00	600.00	1,000.00	1,000.00	1,000.00	1,000.00	1,100.00	1,100.00	1,300.00	1,300.00	500.00	500.00
77	Install White Preformed Plastic Markings - Bike	4	EA	300.00	1,200.00	190.00	760.00	110.00	440.00	130.00	520.00	150.00	600.00	300.00	1,200.00	250.00	1,000.00	500.00	2,000.00	250.00	1,000.00
78	Install White Preformed Plastic Markings - Straight	3	EA	300.00	900.00	100.00	300.00	90.00	270.00	130.00	390.00	125.00	375.00	300.00	900.00	250.00	750.00	500.00	1,500.00	250.00	750.00
79	Install White Preformed Plastic Markings - Curved	2	EA	300.00	600.00	100.00	200.00	140.00	280.00	215.00	430.00	150.00	300.00	300.00	600.00	300.00	600.00	600.00	1,200.00	250.00	500.00
80	Install Traffic Sign (R1-1) on Sq. Tubing	1	EA	200.00	200.00	400.00	400.00	385.00	385.00	415.00	415.00	250.00	250.00	750.00	750.00	450.00	450.00	500.00	500.00	450.00	450.00
81	Install Traffic Sign (R2-1) on Sq. Tubing	4	EA	200.00	800.00	400.00	1,600.00	385.00	1,540.00	550.00	2,200.00	275.00	1,100.00	750.00	3,000.00	450.00	1,800.00	500.00	2,000.00	350.00	1,400.00
82	Install Traffic Sign (R3-8 LRAZ) on Sq. Tubing	1	EA	200.00	200.00	400.00	400.00	400.00	400.00	550.00	550.00	350.00	350.00	750.00	750.00	450.00	450.00	700.00	700.00	400.00	400.00
83	Install Traffic Sign (W1-11 w/ Speed) on Sq. Tubing (CoF 13-	2	EA	350.00	700.00	450.00	900.00	420.00	840.00	425.00	850.00	225.00	450.00	750.00	1,500.00	450.00	900.00	700.00	1,400.00	400.00	800.00
84	Install Traffic Sign (M1-1 w/ Arrow) on Sq. Tubing	1	EA	350.00	350.00	400.00	400.00	350.00	350.00	450.00	450.00	225.00	225.00	750.00	750.00	450.00	450.00	700.00	700.00	400.00	400.00
85	Install Traffic Sign (W1-8) on Sq. Tubing	16	EA	200.00	3,200.00	275.00	4,400.00	260.00	4,160.00	255.00	4,080.00	250.00	4,000.00	300.00	4,800.00	450.00	7,200.00	700.00	11,200.00	400.00	6,400.00
86	Install Street Sign Names (CoF 10-03-030, Type A)	2	EA	300.00	600.00	170.00	340.00	180.00	360.00	110.00	220.00	200.00	400.00	600.00	1,200.00	450.00	900.00	800.00	1,600.00	400.00	800.00
87	Install Street Lights & Poles	8	EA	3,500.00	28,000.00	4,500.00	36,000.00	4,200.00	33,600.00	5,000.00	40,000.00	4,500.00	36,000.00	6,250.00	50,000.00	4,900.00	39,200.00	4,700.00	37,600.00	12,500.00	100,000.00
88	Construct 1 - 2" Ø PVC Conduit w/ 4 J-Boxes per APS Electric	375	LF	12.00	4,500.00	11.00	4,125.00	10.00	3,750.00	11.00	4,125.00	18.00	6,750.00	30.00	11,250.00	12.00	4,500.00	11.00	4,125.00	32.00	12,000.00
89	APS Utility Costs for Street Light Installation	8	EA	1,000.00	8,000.00	1,200.00	9,600.00	1,000.00	8,000.00	100.00	800.00	500.00	4,000.00	625.00	5,000.00	100.00	800.00	1,600.00	12,800.00	4,000.00	32,000.00
90	Clear & Grub (± 2,203 SY)	1	LS	17,625.00	17,625.00	9,400.00	9,400.00	34,418.00	34,418.00	5,150.00	5,150.00	55,000.00	55,000.00	22,030.00	22,030.00	8,400.00	8,400.00	12,000.00	12,000.00	300,000.00	300,000.00
91	Cut (± 7,121 CY)	1	LS	249,235.00	249,235.00	62,000.00	62,000.00	239,600.00	239,600.00	25,150.00	25,150.00	124,000.00	124,000.00	71,210.00	71,210.00	50,000.00	50,000.00	150,000.00	150,000.00	85,000.00	85,000.00
92	Fill (± 5,733 CY)	1	LS	114,660.00	114,660.00	39,000.00	39,000.00	75,920.00	75,920.00	15,150.00	15,150.00	29,500.00	29,500.00	57,330.00	57,330.00	40,000.00	40,000.00	52,400.00	52,400.00	50,000.00	50,000.00
	Fire Station Driveway Work (Sht. 20)																				
93	Remove & Dispose of Concrete Driveway	5,368	SF	2.50	13,420.00	0.20	1,073.60	1.00	5,368.00	3.00	16,104.00	2.00	10,736.00	3.00	16,104.00	1.00	5,368.00	7.00	37,576.00	3.00	16,104.00
94	Remove & Dispose of Concrete Curb & Gutter	174	LF	6.00	1,044.00	1.20	208.80	2.00	348.00	3.00	522.00	6.00	1,044.00	5.00	870.00	2.00	348.00	7.00	1,218.00	2.00	348.00
95	Remove & Dispose of Concrete Single Curb	139	LF	6.00	834.00	1.50	208.50	1.00	139.00	2.00	278.00	10.00	1,390.00	5.00	695.00	2.00	278.00	7.00	973.00	2.00	278.00
96	Remove & Salvage Light	1	EA	100.00	100.00	500.00	500.00	300.00	300.00	600.00	600.00	2,400.00	2,400.00	2,500.00	2,500.00	500.00	500.00	500.00	500.00	1,200.00	1,200.00
97	Remove, Salvage and Relocate Restricted Area Sign/Poles	2	EA	200.00	400.00	100.00	200.00	200.00	400.00	100.00	200.00	350.00	700.00	250.00	500.00	450.00	900.00	400.00	800.00	150.00	300.00
98	Install 18" CMP (CoF 8-02-010)	40	LF	50.00	2,000.00	65.00	2,600.00	52.00	2,080.00	125.00	5,000.00	65.00	2,600.00	100.00	4,000.00	62.00	2,480.00	104.00	4,160.00	60.00	2,400.00
99	Construct Curb & Gutter (MAG 220-1, Type A)	100	LF	20.00	2,000.00	17.00	1,700.00	19.00	1,900.00	27.00	2,700.00	22.00	2,200.00	20.00	2,000.00	26.00	2,600.00	26.00	2,600.00	30.00	3,000.00
100	Construct Single Curb (MAG 222-1, Type A)	119	LF	15.00	1,785.00	14.00	1,666.00	21.00	2,499.00	12.00	1,428.00	20.00	2,380.00	22.00	2,618.00	25.00	2,975.00	26.00	3,094.00	25.00	2,975.00
101	Subgrade Preparation per Geotech Report	1	LS	2,000.00	2,000.00	1,100.00	1,100.00	1,500.00	1,500.00	1,510.00	1,510.00	68,000.00	68,000.00	5,000.00	5,000.00	2,500.00	2,500.00	3,600.00	3,600.00	83,845.25	83,845.25
102	Construct 6" Thick Concrete Pavement on 5" ABC	3,911	SF	9.00	35,199.00	5.20	20,337.20	8.80	34,416.80	6.00	23,466.00	9.00	35,199.00	10.00	39,110.00	10.00	39,110.00	7.00	27,377.00	8.00	31,288.00
103	Install Warning Sign (W-11-8, 36" x 36")	1	EA	200.00	200.00	250.00	250.00	450.00	450.00	585.00	585.00	400.00	400.00	750.00	750.00	450.00	450.00	700.00	700.00	650.00	650.00
104	Hydroseed Disturbed Areas - CoF Reseeding Req.	1	LS	1,000.00	1,000.00	250.00	250.00	400.00	400.00												

CONSTRUCTION CONTRACT

City of Flagstaff, Arizona and Eagle Mountain Construction

This Construction Contract ("Contract") is made and entered into this ____ day of _____ 2015, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona ("Owner") and Eagle Mountain Construction, an Arizona company ("Contractor") with offices at 3100 N. Caden Court, Flagstaff, Arizona. Contractor and the Owner may be referred to each individually as a "Party" and collectively as the "Parties."

RECITALS

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

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

1. Scope of Work. The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for the construction of **Industrial Drive Improvement Project** (the "Project"). Contractor shall construct the Project for the Owner in a good, workmanlike and substantial manner and to the satisfaction of the Owner through its engineers and under the direction and supervision of the City Engineer, or his properly authorized agents including but not limited to project managers and project engineers. Contractor's work shall be strictly pursuant to and in conformity with the Contract.

- 1.1 A Pre-Construction Conference will be held with the successful Contractor after the Notice of Award is issued. The date and time of the Conference will be agreed upon between the Contractor and the Engineer. The meeting will be held at City Hall, 211 West Aspen Avenue, Flagstaff, AZ 86001. The purpose of the meeting is to outline specific construction items and procedures that the City of Flagstaff (the "Owner") feels require special attention on the part of the Contractor. The Contractor may also present any variations in procedures to improve the workability of the Project, reduce the cost, or reduce inconvenience to the public. The Contractor shall submit a written proposal at this conference outlining intended plans for pavement replacement, maintaining continuous access to residences and businesses along the construction site, and traffic control.

2. Contract; Ownership of Work. Contractor shall furnish and deliver all of the materials and perform all of the work in accordance with this Contract; Construction Plans; Special Provisions; the City of Flagstaff Engineering Design and Construction Standards and Specifications; the latest version of the Maricopa Association of Governments ("MAG")

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

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

2.1.1 Revisions of MAG Standard Specifications for Public Works Construction Exhibit A
 (“Flagstaff Addendum to MAG”)

2.1.2 Special Provisions Exhibit B

3. Payments. In consideration of the faithful performance of the work described in this Contract, the Owner shall pay an amount not to exceed **\$1,526,097.20** to the Contractor for work and materials provided in accordance with the bid schedule, which amount includes all federal, state, and local taxes, as applicable. This amount shall be payable through monthly progress payments, subject to the following conditions:

- 3.1 Contractor shall promptly submit to the Owner all proper invoices necessary for the determination of the prices of labor and materials;
- 3.2 Progress payments shall be made in the amount of ninety percent (90%) of the value of labor and materials incorporated in the work, based on the sum of the Contract prices of labor and material, and of materials stored at the worksite, on the basis of substantiating paid invoices, as estimated by the Owner, less the aggregate of all previous payments, until the work performed under this Contract is fifty percent (50%) complete. When and after such work is fifty (50%) complete, the ten percent (10%) of value previously retained may be reduced to five percent (5%) of value completed if Contractor is making satisfactory progress as determined by the Owner, and providing that there is no specific cause or claim requiring a greater amount to be retained. If at any time the Owner determines that satisfactory progress is not being made, the ten percent (10%) retention shall be reinstated for all subsequent progress payments made under this Contract;
- 3.3 The City Engineer shall have the right to finally determine the amount due to Contractor;
- 3.4 Monthly progress payments shall be made by the Owner, on or before fourteen (14) calendar days after the receipt by the Owner of an approved estimate of the work completed;
- 3.5 Contractor agrees that title to materials incorporated in the work, and stored at the site, shall vest with the Owner upon receipt of the corresponding progress payment;

3.6 The remainder of the Contract price, after deducting all such monthly payments and any retention, shall be paid within sixty (60) days after final acceptance of completed work by the Owner. The release of retention or alternate surety shall be made following the Owner's receipt and acceptance of: Contractor's Affidavit Regarding Settlement of Claims, Affidavit of Payment, Consent of Surety for Final Payment, and Unconditional Full and Final lien waivers from all subcontractors and suppliers who have filed an Arizona Preliminary 20 Day Lien Notice in accordance with A.R.S. §§ 33-992.01 and 33-992.02.

4. Time of Completion. Contractor agrees to complete all work as described in this Contract within **two hundred fourteen (214) calendar days** from the date of the Owner's Notice to Proceed free of all liens, claims and demands of any kind for materials, equipment, supplies, services, labor, taxes and damages to property or persons, in the manner and under the conditions specified within the time or times specified in this Contract.

5. Performance of Work. All work covered by this Contract shall be done in accordance with the latest and best accepted practices of the trades involved. The Contractor shall use only skilled craftsmen experienced in their respective trades to prepare the materials and to perform the work.

6. Acceptance of Work; Non Waiver. No failure of the Owner during the progress of the work to discover or reject materials or work not in accordance with this Contract shall be deemed an acceptance of, or a waiver of, defects in work or materials. No payment shall be construed to be an acceptance of work or materials which are not strictly in accordance with the Contract.

7. Delay of Work. Any delay in the performance of this Contract due to strikes, lockouts, fires, or other unavoidable casualties beyond the control of the Contractor and not caused by any wrongful act or negligence of the Contractor shall entitle the Contractor to an extension of time equal to the delay so caused. The Contractor shall notify the Owner in writing specifying such cause within twenty-four (24) hours after its occurrence. In the event such delay is caused by strikes, lockouts, or inability to obtain workmen for any other cause, the Owner shall have the right but shall not be obligated to complete the work on the same basis as is provided for in Section 13 below (Contract Violations).

8. Failure to Complete Project in Timely Manner. If Contractor fails or refuses to execute this Contract within the time specified in Section 4 above, or such additional time as may be allowed, the proceeds of Contractor's performance guaranty shall become subject to deposit into the Treasury of the municipality as monies available to compensate the Owner for damages as provided by A.R.S. § 34-201 for the delay in the performance of work under this Contract, and the necessity of accepting a higher or less desirable bid from such failure or refusal to perform this Contract as required. If Contractor has submitted a certified check or cashier's check as a performance guaranty, the check shall be returned after the completion of this Contract.

9. Labor Demonstration. It is understood that the work covered by this Contract is for the Owner's business purposes and that any unfavorable publicity or demonstrations in connection with the work will have a negative effect upon the Owner. If Contractor's actions in performance of the

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

10. Material Storage. During the progress of the work, the Contractor shall arrange for office facilities and for the orderly storage of materials and equipment. Contractor shall erect any temporary structures required for the work at his or her own expense. The Contractor shall at all times keep the premises reasonably free from debris and in a condition which will not increase fire hazards. Upon completion of the work, the Contractor shall remove all temporary buildings and facilities and all equipment, surplus materials and supplies belonging to the Contractor. Contractor shall leave the Premises in good order, clean, and ready to use by the Owner. The establishment of any temporary construction yard, material storage area or staging area to be located within City of Flagstaff limits and outside the public right-of-way or Project limits generally requires a Temporary Use Permit. (See Exhibit A, Section 107.2.1.)

11. Maintenance During Winter Suspension of Work. A "Winter Shutdown" is the period of time typically including December through March during which no Work will be performed by any person or entity (including but not limited to the Contractor) on the Project and Contractor shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws. Although December through March is typically the time frame, the City reserves the right to initiate and terminate a Winter Shutdown at the City's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the City despite delays, *for any reason*, on the Project. City retains the right to declare a Winter Shutdown. If work has been suspended due to winter weather, the Contractor shall be responsible for maintenance and protection of the improvements and of partially completed portions of the work until final acceptance of the project. Winter Shutdown shall be by field order, change order or original contract. If repairs and/or maintenance are needed during the Winter Shutdown, the Contractor is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the work and deduct the cost from monies due or become due to the Contractor.

The City shall provide snow removal operations on active traffic lanes only during the Winter Shutdown. All other snow removal and maintenance operations shall be the responsibility of the Contractor during the Winter Shutdown. All cost associated with snow removal and proper disposal shall be considered incidental to the work including repair of temporary surface improvements due to normal wear and snow removal operations during the Winter Shutdown.

12. Assignment. Contractor shall not assign this Contract, in whole or in part, without the prior written consent of the Owner. No right or interest in this Agreement shall be assigned, in whole or in part, by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City. The City shall not unreasonably withhold consent to such assignment. Contractor agrees that any assignment agreement between Contractor and the Assignee shall include and subject to the assignee to all obligations, terms and conditions of this Agreement and that Contractor shall also remain liable under all obligations, terms and conditions of this Agreement.

13. Notices. Many notices or demands required to be given, pursuant to the terms of this Contract, may be given to the other Party in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. However, notices of termination, notices of default and any notice regarding warranties shall be sent via registered or certified mail, return receipt requested at the address set forth below *and* to legal counsel for the party to whom the notice is being given.

If to Owner:

Patrick Brown, C.P.M.
Senior Procurement Specialist
211 West Aspen Avenue
Flagstaff, AZ 86001

If to Contractor:

Marco Spagnuolo
CEO
3100 N. Caden Ct.
Flagstaff, AZ 86004

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

15. Termination for Convenience. The Owner may terminate this contract at any time for any reason by giving at least **thirty (30) days** written notice to the Contractor. If termination occurs under this Section 15, the Contractor shall be paid fair market value for work completed by Contractor as of the date of termination. The parties agree that fair market value shall be determined based on the Contractor's original bid price, less any work not yet completed by the Contractor as of the date the written notice of termination is given to the Contractor.

16. Contractor's Liability and Indemnification. To the fullest extent permitted by law, Provider shall indemnify, save and hold harmless the City of Flagstaff and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against liabilities, damages, losses and costs, including reasonable attorney fees, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of the contractor, subcontractor or design professional or other persons employed or used by the contractor, subcontractor or design professional in the performance of the contract. The amount and type of insurance coverage requirements set forth in the Contract (Section 103.6 of Exhibit A) will in no way be construed as limiting the scope of the indemnity in this paragraph.

17. Non Appropriation. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Owner to meet the Owner's obligations under this Contract, the Owner will notify Contractor in writing of such occurrence, and this Contract will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted. No payments shall be made or due to the other party under this Contract beyond these amounts appropriated and budgeted by the Owner to fund the Owner's obligations under this Contract.

18. Amendment of Contract. This Agreement may not be modified or altered except in writing and signed by duly authorized representatives of the parties.

19. Subcontracts. Contractor shall not enter into any subcontract, or issue any purchase order for the completed work, or any substantial part of the work, unless in each instance, prior written approval shall have been given by the Owner. Contractor shall be fully responsible to the Owner for acts and omissions of Contractor's subcontractors and all persons either directly or indirectly employed by them.

20. Cancellation for Conflict of Interest. This Contract is subject to the cancellation provisions of A.R.S. § 38-511.

21. Compliance with All Laws. Contractor shall comply with all applicable laws, statutes, ordinances, regulations and governmental requirements in the performance of this Contract.

22. Employment of Aliens. Contractor shall comply with A.R.S. § 34-301, which provides that a person who is not a citizen or ward of the United States shall not be employed upon or in connection with any state, county or municipal public works project.

23. Compliance with Federal Immigration Laws and Regulations. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. 23-214.A. Contractor acknowledges that pursuant to A.R.S. 41-4401 a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

24. Contractor's Warranty. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A, Verification of Employment Eligibility. Contractor shall not employ aliens in accordance with A.R.S. § 34-301, Employment of Aliens on Public Works Prohibited. Contractor acknowledges that pursuant to A.R.S. § 41-4401, Government Procurement; E-Verify Requirement; Definitions, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this Contract, and that the Owner retains the legal right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.

25. Jurisdiction and Venue. This Agreement shall be administered and interpreted under the laws of the State of Arizona. The Contractor hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

26. Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

27. Time is of the Essence. Contractor acknowledges that the completion of the Contract by the dates specified final completion is critical to the Owner, time being of the essence of this Contract.

28. No Third Party Beneficiaries. The parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Contract are for the sole benefit of, and may be enforceable solely by, the Parties to this Contract, and none of the terms, provisions, conditions, and obligations of this Contract are for the benefit of, or may be enforced by, any person or entity not a party to this Contract.

29. Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Contract.

30. Severability. If any part of this Contract is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Contract shall remain in full force and effect unless the stricken provision leaves the remaining Contract unenforceable.

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

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

Owner, City of Flagstaff

Eagle Mountain Construction

Jeff Meilbeck, Interim City Manager

Signature

Attest:

Printed Name

City Clerk

Approved as to form:

City Attorney

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Brian Kulina, Planning Development Manager
Date: 02/02/2015
Meeting Date: 02/17/2015



TITLE:

Consideration and Approval of Final Plat. A request by Woodson Engineering & Surveying, on behalf of Westglen MHP, LLC, for the subdivision of 27.9 acres into 201 condominium units located at 1450 W Kaibab Lane within the Manufactured Housing (MH) zone.

RECOMMENDED ACTION:

Staff recommends approving the final plat, and authorizing the Mayor to sign the plat when notified by staff that all conditions have been met and documents are ready for recording

Executive Summary:

Woodson Engineering & Surveying, on behalf of Westglen MHP, LLC, is requesting final plat approval for the subdivision of 27.9 acres into 201 condominium units located at 1450 W Kaibab Lane within the Manufactured Housing (MH) zone. The subject property is currently developed as the Westglen Mobile Home Park. The property owner describes this concept as "land condominiums" wherein the manufactured home park is divided into airspace units, in accordance with applicable State Statutes and City Codes, that can then be purchased by the tenants. The existing mobile home park offers no individual ownership opportunities. The associated preliminary plat was reviewed and approved by the City Council on June 17, 2014.

Financial Impact:

No financial liabilities are anticipated by the approval of this final plat.

Connection to Council Goal and/or Regional Plan:

Explore and adopt policies to lower the costs associated with housing to the end user.

Has There Been Previous Council Decision on This:

On June 17, 2014, the City Council approved the Preliminary Plat Westglen Land Condominiums for the preliminary subdivision of 27.9 acres into 201 condominium units. A copy of the Preliminary Plat staff report is attached for reference.

Options and Alternatives:

- 1) Approve the final plat as recommended by staff.
- 2) Approve the final plat subject to conditions.
- 3) Deny the final plat based on non-compliance with the Zoning Code, the Subdivision Code, the Engineering Design Standards, or the preliminary plat.

Background/History:

Woodson Engineering & Surveying, on behalf of Westglen MHP, LLC (the “Owner”), is requesting final plat approval to subdivision 27.9 acres into 201 condominium units located at 1450 W Kaibab Lane (the “Subject Property”) within the Manufactured Housing (MH) zone. The Owner describes the project as “land condominiums” where the manufactured home park is divided into airspace units in accordance with applicable State Statutes and City Codes governing condominiums. The primary reason for the pursuit of a condominium over a traditional subdivision was that existing infrastructure (i.e. roads, water, sewer, etc.) could not feasibly be reconfigured to conform to City requirements. Further, Arizona Revised Statute 33-1205 states that City codes shall not prohibit a condominium form of ownership or impose any requirement on a condominium that would not otherwise be imposed on a physically identical development under a different form of ownership. As proposed, the subdivision is only a change in the ownership structure of the existing manufactured home park. When the park was originally developed, it was done so in accordance with and conformance to existing codes. The proposed change in ownership does not alter the approved design or development standards of the park. Imposing adherence to new development standards would be in violation of State Statute. As is discussed in the Density/Intensity/Development Standards section of this report, the Owner has worked with the City to resolve some outstanding non-conforming issues.

Key Considerations:

- Preliminary Plat approved by City Council on June 17, 2014.
- Inter-Division Staff (IDS) determined that the Final Plat is in compliance with the Zoning Code, Subdivision Code, Engineering Standards, and Preliminary Plat on February 28, 2015. A copy of the comments from the IDS review is attached for reference.

Community Involvement:

Inform

The existing zoning allows for the proposed subdivision. No public hearing or public outreach is required as part of a subdivision plat review; however, the preliminary plat was reviewed by both the Planning and Zoning Commission and the City Council as part of a public meeting.

Attachments: [Final Plat Application](#)
[IDS Comments](#)
[Preliminary Plat Staff Report](#)
[Final Plat](#)



City of Flagstaff

Community Development Division

211 W. Aspen Ave

P: (928) 213-2618

Flagstaff, AZ 86001

F: (928) 213-2609

www.flagstaff.az.gov

SUBD

Date Received NOV 23 2014		Application for Subdivision Review		File Number DEV 12-022	
Property Owner(s) Westglan Mobile Home Park, LLC			Phone 949-574-8080		
Mailing Address 2130 Santiago Dr.		City, State, Zip Newport Beach, CA 92660		Email parkowner@gmail.com	
Applicant(s) Westglan MHP, LLC (Chris Welsh)			Phone 949-574-8080		
Mailing Address 2130 Santiago Dr.		City, State, Zip Newport Beach, CA 92660		Email parkowner@gmail.com	
Project Representative Woodson Engineering & Surveying (Jim Folkers)			Phone 928-774-1636		
Mailing Address 124 N. Elden St		City, State, Zip Flagstaff, AZ 86001		Email j.folkers@woodsoneng.com	
Requested <input type="checkbox"/> Development Master Plan <input type="checkbox"/> Conceptual Plat <input type="checkbox"/> Preliminary Plat P&Z and Council					
Review: <input type="checkbox"/> Modified Subdivision <input type="checkbox"/> Preliminary Plat <input checked="" type="checkbox"/> Final Plat- Council					

Project Name: Westglan Land Condominiums		Site Address 1450 W. Karibab Lane		Parcel Number 112-35-001	
Proposed Use Land Condominiums		Existing Use Mobile Home Park		Subdivision, Tract & Lot Number	
Zoning District MH		Regional Plan Category		Flood Zone AE & X	Size of Site (Sq. ft. or Acres) 27.9 Ac
Property Information:		<input type="checkbox"/> Yes <input type="checkbox"/> No Located in an existing Local/National Historic District? (Name: _____)			
		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Existing structures are over 50 years old at the time of application?			
		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Subject property is undeveloped land?			
Surrounding Uses		North	South	East	West
(Res, Com, Ind)		Railroad	Commercial	Commercial	Residential
Proposed Use:		Number of Lots	Number of Units	Number of acres per use	Building Square Feet
Land Condominiums		205	205	Varies	Varies
Please complete a "Subdivision Review Application" and provide an initialed "Application and Information Checklist" form along with the required number of plans and information as appropriate for a Development Master Plan, Conceptual, Preliminary or Final Plat. <u>Incomplete submittals will not be scheduled.</u>					
Property Owner Signature (required) Chris Welsh		Date: 11/25/14	Applicant Signature: Jim Folkers		Date: 11-25-14
For City Use					
Date Filed: 12.2.14		Case Number (s): 12-022			
P & Z Hearing Date:		Publication and Posting Date:			
Council Hearing Date:		Publication and Posting Date:			
Fee Receipt Number: Kiva		Amount: \$1244-		Date: 12.2.14	
Action by Planning and Zoning Commission:			Action By City Council:		
<input type="checkbox"/> Approved			<input type="checkbox"/> Approved		
<input type="checkbox"/> Denied			<input type="checkbox"/> Denied		
<input type="checkbox"/> Continued			<input type="checkbox"/> Continued		
Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater
	Brian	Dan	Kurt	Jim	Malcolm



City of Flagstaff
Substantive
2nd Review

Project Name: **WESTGLEN LAND CONDOMINIUMS**
Print Date: 28-Jan-15
Project Number: **DEV12-022**

Site Address: 1450 W Kaibab Ln

Application No. PSPR20140023

Administrative Completeness Review: COMPLETE

Substantive Review: APPROVED W/ CONDITIONS

In accordance with A.R.S. 9-835(G), the Substantive Review of the application has been completed on Day 21 of the 22-day Substantive Review Timeframe. In accordance with Section 11-20.70.010.B of the Subdivision Code, this application has been recommended for approval and can be scheduled for City Council action. Please address the following Conditions of Approval, Conditions/Requirements for Permitting, and General Recommendations and Comments as part of the City Council submittal.

Conditions of Approval:

Project Mgmt (Planning):

Administrative Completeness Review:

Complete, Brian Kulina, 12/11/2014

Substantive Review:

Corrections Required, Brian Kulina, 12/24/2014

Approved w/ Conditions, Brian Kulina, 01/22/2015

1. Revise the final plat to correct the note regarding the reserved unit numbers for future subdivision (i.e. it states that units 47, 167, 170, and 179 are reserved for futures units but they are shown on the plat).

Community Design/Heritage Presevation:

Administrative Completeness Review:

Complete, Karl Eberhard, 12/11/2014

Substantive Review:

Approved No Conditions/No Comments, Karl Eberhard, 12/24/2014

Fire Dept:

Administrative Completeness Review:

Complete, 12/10/2014, K. Snide

Substantive Review:

Approved No Condition/No Comments, 12/24/2014, K. Snide

Project Review (Building):

Administrative Completeness Review:

Complete, Appr. 12/4/14, mds

Substantive Review:

Approved No Condition/No Comments, 12/24/14, mds

Public Works:

Administrative Completeness Review:

Completed 12/08/2014 - Jim Davis, Complete

Substantive Review:

Completed 12/08/2014 - Jim Davis, No Comments/Approved

Completed 01/16/2015 - Jim Davis, Approved

Utilities:Administrative Completeness Review:

Completed 12/08/2014 - Jim Davis, Complete

Substantive Review:

Completed 12/08/2014 - Jim Davis, Corrections Required

Completed 01/16/2015 - Jim Davis, Approved

Project Review (Engineering):Administrative Completeness Review:

Incomplete - 12/15/14 - Gary Miller

Complete - 12/16/14 - Gary Miller

Substantive Review:

Completed 12/30/2014 - Gary Miller, Corrections Required

Completed 01/27/2015 - Gary Miller, Approved w/ Conditions

1. All public improvements required for the subdivision, currently under construction, must be completed, approved and accepted by the City of Flagstaff and ADEQ prior to the recordation of the Final Plat.

Stormwater:Administrative Completeness Review:

Complete, 12/11/2014, Malcolm Alter

Substantive Review:

Corrections Required, 12/11/2014, Malcolm Alter

Approved w/ Conditions, 01/27/2015, Malcolm Alter

1. Revise note of final plat to ensure that the existing on-site detention facility is identified as being for detention only and that maintenance is the responsibility of the HOA.

Traffic Engineering:Administrative Completeness Review:

Complete, Reid Miller, 12/11/2014

Substantive Review:

Approved No Condition/No Comments, Reid Miller, 12/24/2014

FMPO:Administrative Completeness Review:

Complete, Martin Ince, 12/11/2014

Substantive Review:

Approved No Condition/No Comments, Martin Ince, 12/24/2014

Conditions/Requirements for Permitting:

Project Review (Bldg): None

General Recommendations and Comments:

Project Mgmt (Planning): None

Community Design/Heritage Preservation: None

Fire Dept: None

Project Review (Building): None

Public Works: None

Utilities: None

Project Review (Engineering): None

Stormwater: None

Traffic Engineering: None

FMPO: None

PLANNING AND DEVELOPMENT SERVICES REPORT
PRELIMINARY PLAT

PPPL2013-0001

DATE: **May 21, 2014**

MEETING DATE: **May 28, 2014**

REPORT BY: **Brian Kulina, AICP**

REQUEST:

A Preliminary Plat request from Westglen MHP, LLC for a Preliminary Plat of 201 condominium units on 27.9 acres located at 1450 W Kaibab Lane, within the Manufactured Housing (MH) zone.

STAFF RECOMMENDATION:

Staff recommends the Planning and Zoning Commission forward the Preliminary Plat to the City Council with a recommendation for approval.

PRESENT LAND USE:

Manufactured home park

PROPOSED LAND USE:

Manufactured home condominium

NEIGHBORHOOD DEVELOPMENT:

North: Burlington Northern Santa Fe railroad; Rural Residential (RR) zone
East: Various light industrial and office uses; Light Industrial (LI) and Commercial Service (CS) zones
South: Undeveloped and Maverik Gas Station; Highway Commercial (HC) zone
West: West Village Estates; Manufactured Housing (MH) zone

REQUIRED FINDINGS:

The Planning and Zoning Commission shall find that the proposed Preliminary Plat meets the requirement of the Zoning Code (City Code Title 10), the Subdivision Code (City Code Title 11), and the Engineering Design Standards and Specifications for New Infrastructure (City Code Title 13).

STAFF REVIEW:

Introduction and Discussion

Westglen MHP, LLC (the "Owner") is the property owner of record of 27.9 acres located approximately 950-feet east of the northeast corner of Thompson Street and Kaibab Lane (the "Subject Property"). The proposed preliminary plat subdivides the Subject Property into 201 condominium units. The Owner describes the project as "land condominiums" where the manufactured home park is divided into airspace units in accordance with applicable State Statutes and City Codes governing condominiums. The primary reason for the pursuit of a condominium over a traditional subdivision was that existing infrastructure (i.e. roads, water, sewer, etc.) could not feasibly be reconfigured to conform to City requirements. Further, Arizona Revised Statute 33-1205 states that City codes shall not prohibit a condominium form of ownership or impose any

requirement on a condominium that would not otherwise be imposed on a physically identical development under a different form of ownership. As proposed, the subdivision is only a change in the ownership structure of the existing manufactured home park. When the park was originally developed, it was done so in accordance with and conformance to existing codes. The proposed change in ownership does not alter the approved design or development standards of the park. Imposing adherence to new development standards would be in violation of State Statute. As is discussed in the Density/Intensity/Development Standards section of this report, the Owner has worked with the City to resolve some outstanding non-conforming issues.

Flagstaff Area Regional Land Use and Transportation Plan

The Flagstaff Area Regional Land Use and Transportation Plan (RLUTP) designates the Subject Property as Medium Density Residential. The Medium Density Residential land use designation includes the development of manufactured and modular homes with a full range of urban services and infrastructure. It is the intention of the Owner to change the ownership structure of the manufactured home park while retaining the operation of the Subject Property as a residential development. The proposed plat is in conformance with the current land use designation.

ZONING REQUIREMENTS:

The Subject Property is currently zoned Manufactured Housing (MH). The intent of the MH zone is for orderly planned development of manufactured housing parks and subdivisions to accommodate manufactured houses. In accordance with Section 10-40.30.030.B of the Zoning Code (Page 40.30-6) identifies Manufactured Home, Manufactured Home Park, and Manufactured Home Subdivision as permitted uses within the MH zone. While a manufactured home land condominium is not an expressly identified within the MH zone, staff believes that state law prohibits the City's ability to impose any additional entitlement requirements with the processing of the proposed preliminary plat. Therefore, no additional use entitlement work is required in at this time.

Density/Intensity/Development Standards

The Subject Property is proposed to develop as a 201 unit land condominium. A land condominium is different from a traditional condominium in that the underlying land will be owned in common and the airspace above will be subdivided and sold. This airspace is not contained within a structure. The vertical boundaries of each unit will be vertical planes extending upward and downward from the vertical boundaries identified on the preliminary plat for that unit. The units will not have any horizontal (upper and lower) boundaries; however, building height will be limited to 30-feet, which is the maximum building height of the underlying MH zoning district. Since this is a subdivision of airspace, specific unit setbacks were not established as there are no property lines between each unit.

To ensure that structures did not encroach upon exterior property lines, the following setbacks were applied; 15-foot front, 5-foot side, and 5-foot rear. At the request of staff, the Owner prepared a Plan of Action (the "Plan"), a copy of which is attached, to address potential nonconforming setback encroachments, building separations, parking, and outbuilding encroachments. Three units (16, 158, and 174) have an encroachment into the exterior setback. It is proposed that said encroachment be permitted to continue as nonconforming unit such time as the unit is purchased and a new manufactured home is placed on-site. To address the potential building separation nonconformities, a physical survey was performed and it was found that there are no nonconforming building separations. All primary buildings meet current building code separation requirements. Currently, two units (167 and 179) have no defined parking areas. This is due to the exiting manufacture home straddling space lines of existing rental spaces (i.e. 167/168 and 179/180). It is proposed that these spaces be platted as one unit. When the manufactured homes are replaced, the underlying units will be divided and appropriate parking will be provided for each new unit. There are numerous outbuildings located throughout the development. The majority of these buildings are contained within the limits of their respective rental spaces. However,

PPPL2013-0001
May 21, 2014

there are several the cross spaces. It is proposed that these encroachments be permitted to continue through the granting of private easements. These easements will be maintained by the private parties and the association until such time as the unit that benefits from the easement is sold at which time the outbuilding must be removed.

The Subject Property contains 27.9 acres. In accordance with Section 10-40.30.030.C of the Zoning Code (Page 40.30-8), the maximum density allowed within the MH zoning district outside of the Resource Protection Overlay (RPO) Zone is 11 dwelling units/acre. Based on the preliminary plat, the Owner is proposing to develop the Subject Property at a density of 7.2 dwelling units/acre.

Natural Resources

In accordance with Section 10-50.90.020.A of the Zoning Code (Page 50.90-2), the Subject Property is not located within the established Resource Protection Overlay (RPO) Zone and is not required to protect established resources. However; a Natural Resource Protection Plan, a copy of which is attached to this report, was prepared by the Owner and approved by staff that identified existing and preserved on-site slope and forest resources. The proposed subdivision of the Subject Property has no impact on existing resources.

Open Space/Landscaping

In accordance with Section 10-40.30.030.C of the Zoning Code (Page 40.30-9), a minimum of 15% of the gross lot area shall be developed as open space. Based on the acreage of the Subject Property, that translates into 4.185 acres of open space. The Zoning Code further clarifies that open space includes active and passive recreation uses, landscape areas, and areas set aside for resource preservation. In a condominium subdivision, all areas outside of the units are classified as common area. The total amount of common area provided on the Subject Property is 6.41 acres. This translates into approximately 23% of the Subject Property as being developed as open space, which exceeds the minimum established by the Zoning Code.

In accordance with Section 10-50.60.020.B of the Zoning Code (Page 50.60-5), a single or cumulative addition, subsequent to May 7, 1992, that results in a 35% or more increase in dwelling units or the number of required parking spaces shall, to the maximum extent feasible, provide landscaping in compliance with the standards of the Zoning Code. The proposed preliminary plat is a mechanism to change the ownership structure of the existing manufactured home park. The subdivision does not increase in the number of units or required parking spaces. Therefore, conformance with new landscaping standards is not required.

Lighting

In accordance with Section 10-50.70.030.D of the Zoning Code (Page 50.70-3), a change in the use of an existing site where the new use results in a 25% or more increase in the number of dwelling units, gross floor area, or the number of required parking spaces, subsequent to the effective date of the Zoning Code, then all outdoor lighting shall be reviewed and brought into conformance with the requirements of the Outdoor Lighting Code. The proposed preliminary plat is a mechanism to change the ownership structure of the existing manufactured home park. There is no increase in the number of unit or required parking spaces. Based on those thresholds, the entire development does not need to come into compliance with outdoor lighting standards is not required. However, as each manufactured home is replaced or new manufactured homes are added, each home will be reviewed for compliance.

Building Design

In accordance with Section 10-50.20.020.B of the Zoning Code (Page 50.20-2), architectural design standards shall not apply to individual single-family dwellings. As each manufactured home is contained on an individual lot, it is classified as a single-

family dwelling and is not required to comply with established architectural design standards.

SYSTEMS ANALYSIS:

Traffic/Access/Pedestrian/Bicycle

The proposed preliminary plat does not contemplate an increase in the number of units provide on the Subject Property. Therefore, no traffic impact analysis was required for this development. Vehicular, bicycle, and pedestrian access to the Subject Property is available from West Route 66 either north along Woodlands Village Boulevard and then west along Kaibab Lane or north along Thompson Street and then east along Kaibab Lane. Internal access to each unit is provided through a series of private paved driveways.

A Flagstaff Urban Trail System (FUTS) trail is contemplated along the northeast corner of the Subject Property. This FUTS trail is part of a larger system that will run parallel with the BNSF railroad and eventually connect into the Downtown. In order to accommodate this connection, the Owner has worked with the Flagstaff Metropolitan Planning Organization and agreed to dedicate a FUTS Trail Easement, which is shown on the preliminary plat.

Water and Wastewater Systems

The Subject Property is served by an existing 8-inch looped water system and an existing 8-inch wastewater system. A Water and Sewer Impact Analysis was waived as part of this preliminary plat application. A separate analysis performed by the City Utilities Department determined that the existing off-site and proposed on-site water and sewer system infrastructures were adequate to accommodate the proposed development. The analysis further determined that there is adequate system capacity, and additional analysis work would not be required for this project. No off-site infrastructure improvements are required of this development.

Stormwater System

Clay Avenue Wash (the "Wash"), which currently runs through the middle of the Subject Property and is contained within a channelized setting, has been identified by the Federal Emergency Management Agency (FEMA) as a Special Flood Hazard Area (SFHA) with a Zone "AE" designation. The preliminary plat is a change in the ownership structure of the existing manufactured home park and does not contemplate any changes to operation of the Wash. No additional improvements are required of this development.

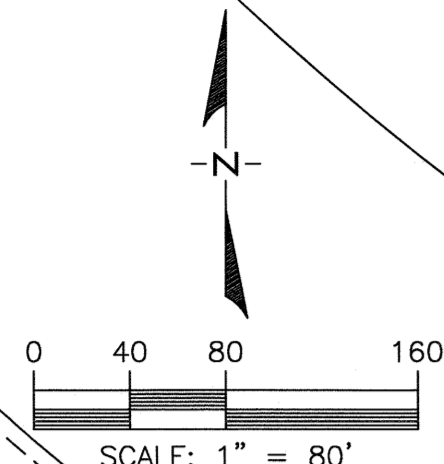
RECOMMENDATION:

Staff recommends that the Planning and Zoning Commission forward the preliminary plat to the City Council with a recommendation for approval.

Attachments:

- Preliminary Plat Application
- Narrative Letter
- Plan of Action
- Condominium Declaration
- Preliminary Plat
- Natural Resource Protection Plan

FINAL PLAT
WESTGLEN LAND CONDOMINIUMS
a 201 Unit subdivision of Westglen Mobile Home Park,
Case 5, Map 36, and Inst. No. 3449693, RCC,
situated in the N 1/2 of Sections 20 & 21, T 21 N,
R 7 E, G & SRM, Flagstaff, Coconino County, Arizona



WEST VILLAGE ESTATES
INST. NO. 3394019, RCC

TRACT "A"

TRACT "B"

TRACT "C"

TRACT "D"

TRACT "E"

TRACT "F"

TRACT "G"

TRACT "H"

TRACT "I"

TRACT "J"

TRACT "K"

TRACT "L"

TRACT "M"

TRACT "N"

TRACT "O"

TRACT "P"

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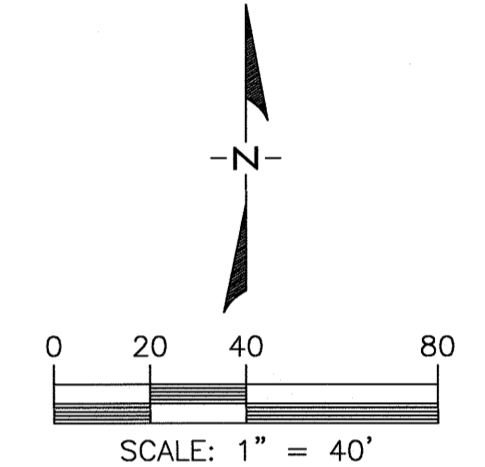
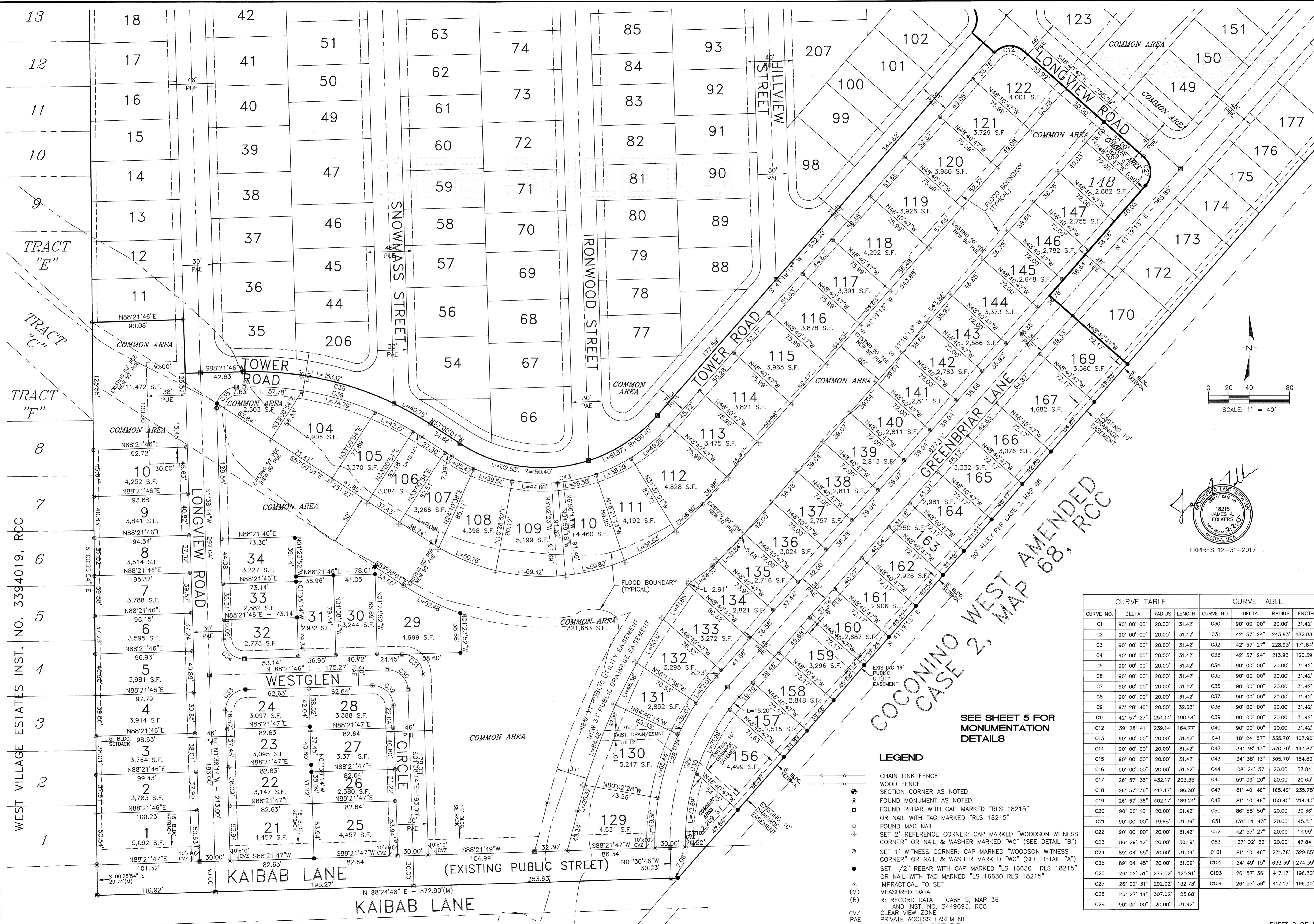
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EXPIRES 12-31-2017

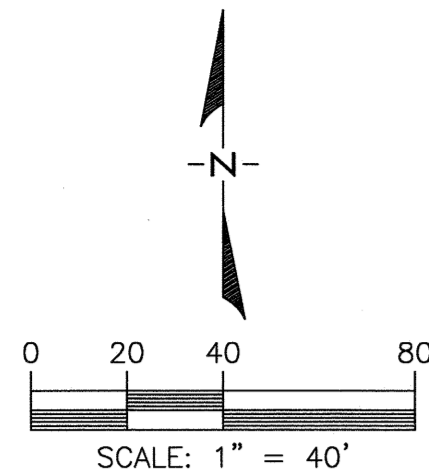
SEE SHEET 5 FOR MONUMENTATION DETAILS

LEGEND

- CHAIN LINK FENCE
- WOOD FENCE
- SECTION CORNER AS NOTED
- FOUND MONUMENT AS NOTED
- FOUND REBAR WITH CAP MARKED "RLS 18215"
- OR NAIL WITH TAG MARKED "RLS 18215"
- FOUND MAG NAIL
- SET 2' REFERENCE CORNER: CAP MARKED "WOODSON WITNESS CORNER" OR NAIL & WASHER MARKED "WC" (SEE DETAIL "B")
- SET 1' WITNESS CORNER: CAP MARKED "WOODSON WITNESS CORNER" OR NAIL & WASHER MARKED "WC" (SEE DETAIL "A")
- SET 1/2" REBAR WITH CAP MARKED "LS 16630 RLS 18215"
- OR NAIL WITH TAG MARKED "LS 16630 RLS 18215"
- IMPRACITABLE TO SET
- MEASURED DATA
- R: RECORD DATA - CASE 5, MAP 36 AND INST. NO. 3449693, RCC
- CLEAR VIEW ZONE
- PRIVATE ACCESS EASEMENT
- PUBLIC UTILITY EASEMENT

CURVE TABLE				CURVE TABLE			
CURVE NO.	DELTA	RADIUS	LENGTH	CURVE NO.	DELTA	RADIUS	LENGTH
C1	90° 00' 00"	20.00'	31.42'	C31	42° 57' 24"	243.93'	182.88'
C2	90° 00' 00"	20.00'	31.42'	C32	42° 57' 27"	228.93'	171.64'
C3	90° 00' 00"	20.00'	31.42'	C33	42° 57' 24"	213.93'	160.39'
C4	90° 00' 00"	20.00'	31.42'	C34	90° 00' 00"	20.00'	31.42'
C5	90° 00' 00"	20.00'	31.42'	C35	90° 00' 00"	20.00'	31.42'
C6	90° 00' 00"	20.00'	31.42'	C36	90° 00' 00"	20.00'	31.42'
C7	90° 00' 00"	20.00'	31.42'	C37	90° 00' 00"	20.00'	31.42'
C8	90° 00' 00"	20.00'	31.42'	C38	90° 00' 00"	20.00'	31.42'
C9	93° 28' 46"	20.00'	32.63'	C39	90° 00' 00"	20.00'	31.42'
C11	42° 57' 27"	254.14'	190.54'	C40	90° 00' 00"	20.00'	31.42'
C12	39° 28' 41"	239.14'	164.77'	C41	18° 24' 57"	335.70'	107.90'
C13	90° 00' 00"	20.00'	31.42'	C42	34° 38' 13"	320.70'	193.87'
C14	90° 00' 00"	20.00'	31.42'	C43	34° 38' 13"	305.70'	184.80'
C15	90° 00' 00"	20.00'	31.42'	C44	108° 24' 57"	20.00'	37.84'
C16	90° 00' 00"	20.00'	31.42'	C45	59° 09' 20"	20.00'	20.65'
C17	26° 57' 36"	432.17'	203.35'	C47	81° 40' 46"	165.40'	235.78'
C18	26° 57' 36"	417.17'	196.30'	C48	81° 40' 46"	150.40'	214.40'
C19	26° 57' 36"	402.17'	189.24'	C50	86° 58' 50"	20.00'	30.36'
C20	90° 00' 10"	20.00'	31.42'	C51	131° 14' 43"	20.00'	45.81'
C21	90° 00' 00"	19.98'	31.39'	C52	42° 57' 27"	20.00'	14.99'
C22	90° 00' 00"	20.00'	31.42'	C53	137° 02' 33"	20.00'	47.84'
C23	86° 29' 12"	20.00'	30.19'	C101	81° 40' 46"	231.38'	329.85'
C24	89° 04' 55"	20.00'	31.09'	C102	24° 49' 15"	633.39'	274.39'
C25	89° 04' 45"	20.00'	31.09'	C103	26° 57' 36"	417.17'	196.30'
C26	26° 02' 31"	277.02'	125.91'	C104	26° 57' 36"	417.17'	196.30'
C27	26° 02' 31"	292.02'	132.73'				
C28	23° 27' 14"	307.02'	125.68'				
C29	90° 00' 00"	20.00'	31.42'				

WEST VILLAGE ESTATES INST. NO. 3394019, RCC



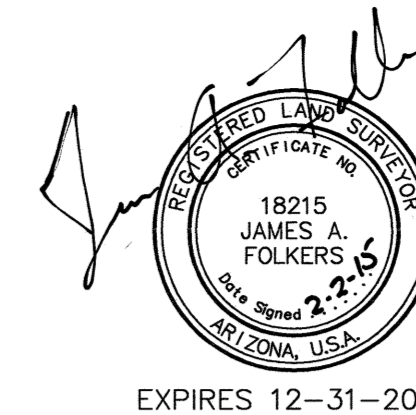
WEST VILLAGE ESTATES INST. NO. 3394019, RCC

TRACT "A"

LEGEND

- CHAIN LINK FENCE
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- AND INST. NO. 3449693, RCC
- CLEAR VIEW ZONE
- PRIVATE ACCESS EASEMENT
- PUBLIC UTILITY EASEMENT

SEE SHEET 5 FOR
MONUMENTATION
DETAILS



BURLINGTON NORTHERN SANTA FE RAILWAY

CURVE TABLE			
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C1	90° 00' 00"	20.00'	31.42'
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C36	90° 00' 00"	20.00'	31.42'
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WEST VILLAGE ESTATES, INST. NO. 3394019, RCC

TRACT "E"
TRACT "C"
TRACT "F"

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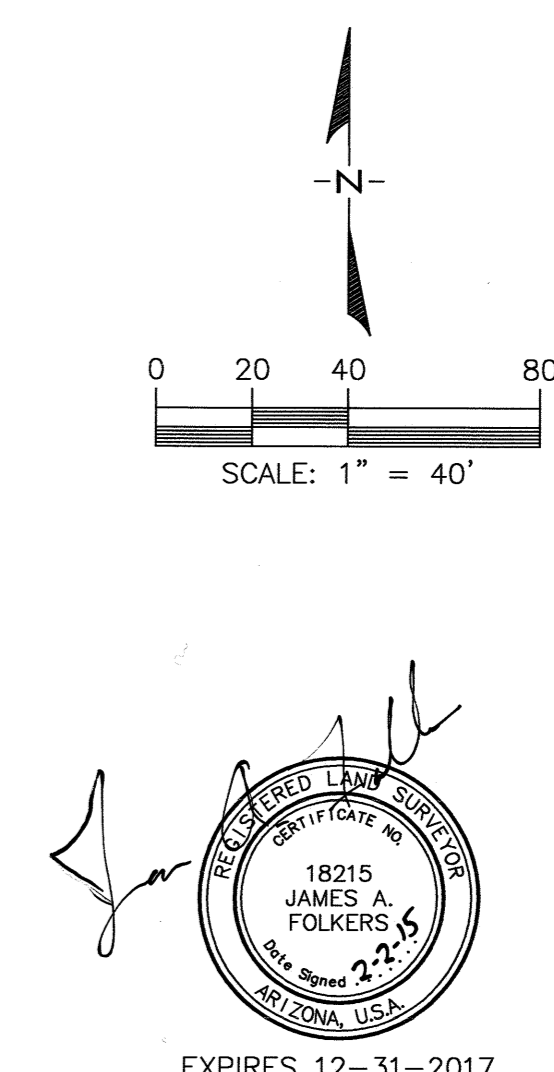
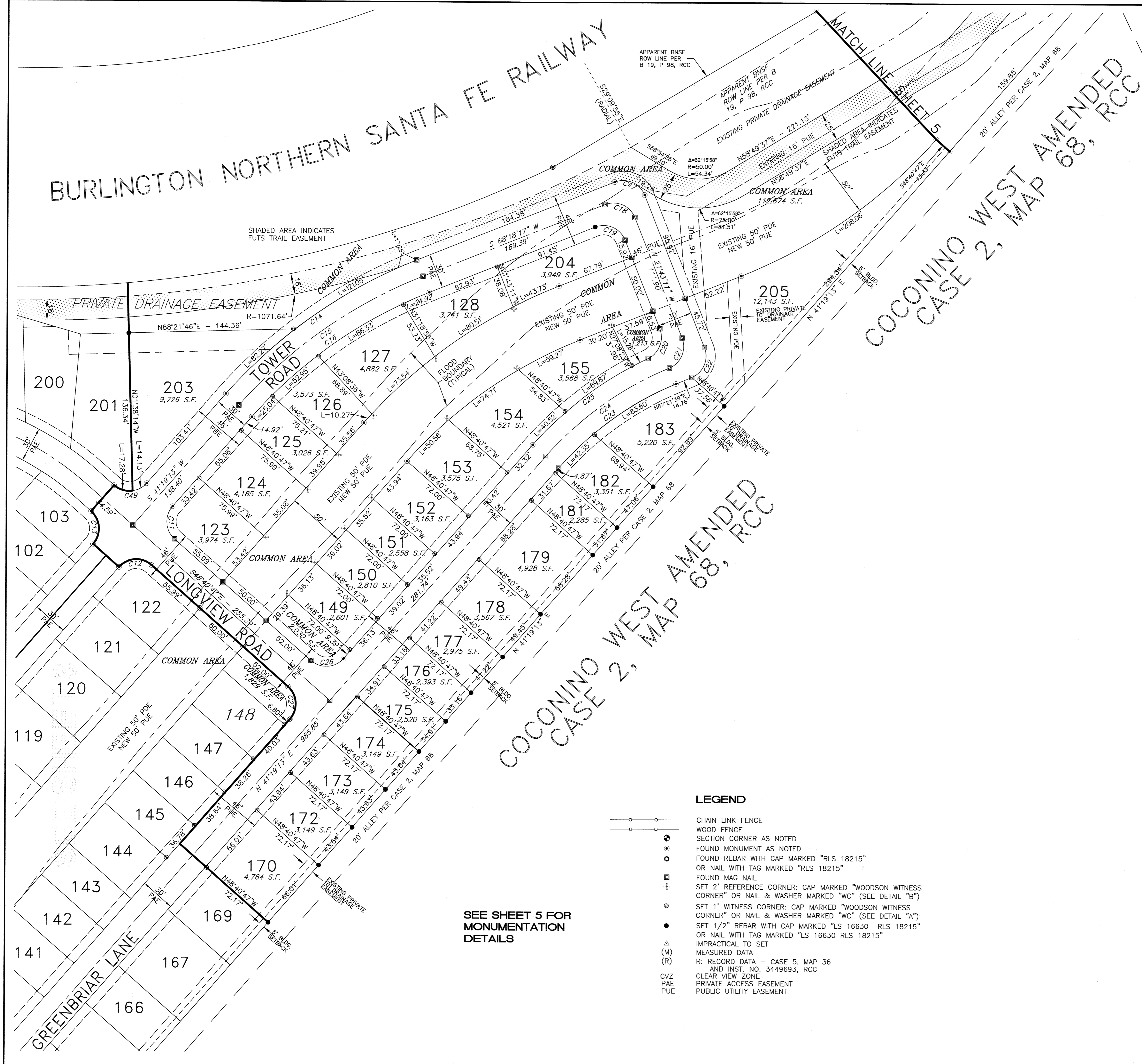
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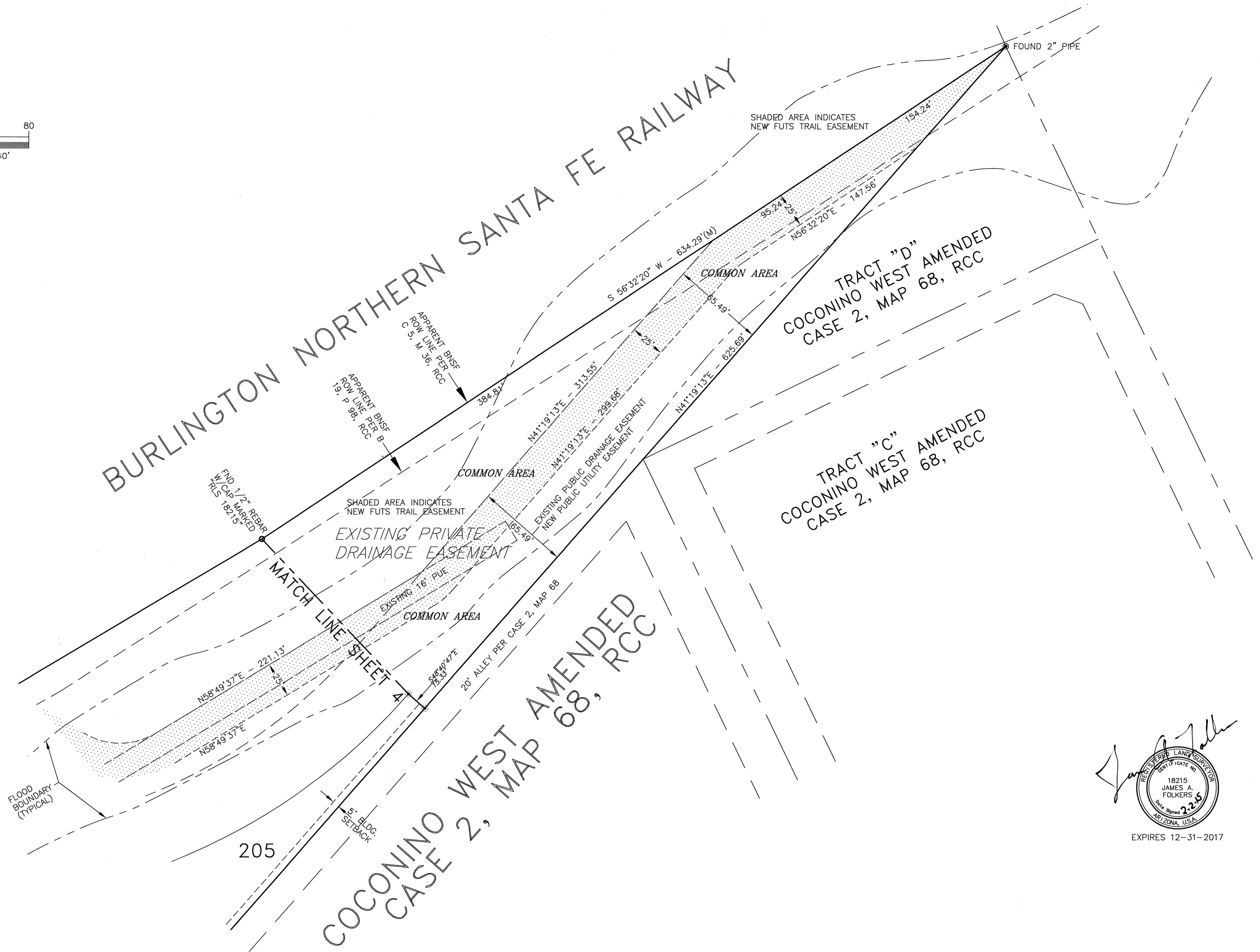
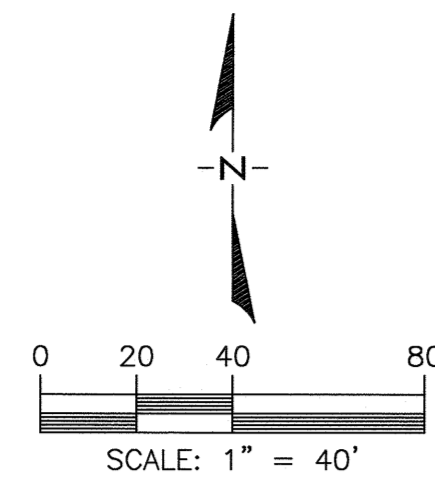


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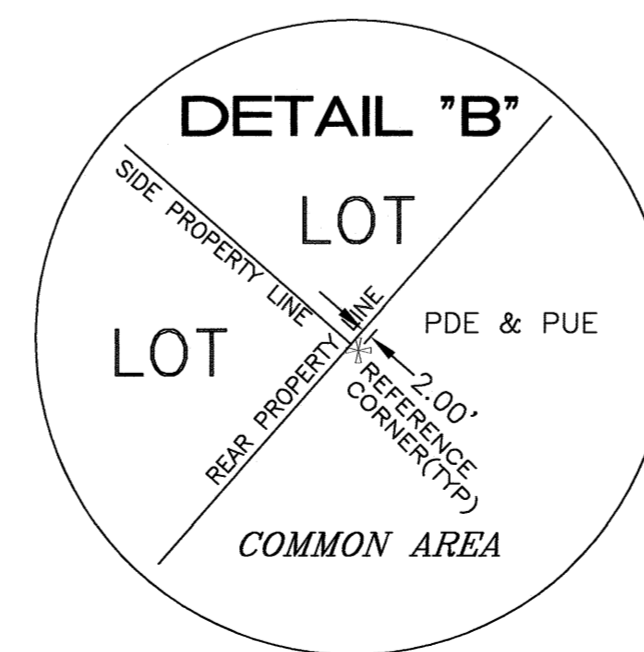
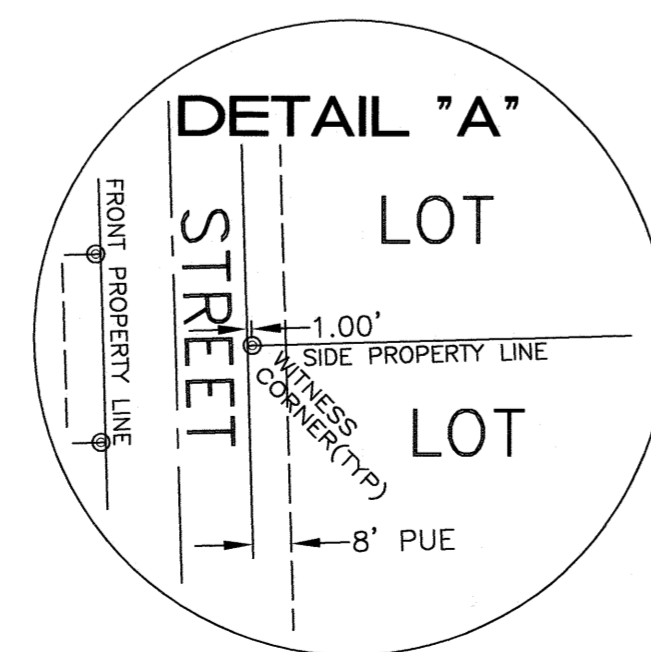
- CHAIN LINK FENCE
- WOOD FENCE
- SECTION CORNER AS NOTED
- FOUND MONUMENT AS NOTED
- FOUND REBAR WITH CAP MARKED "RLS 18215"
- OR NAIL WITH TAG MARKED "RLS 18215"
- FOUND MAG NAIL
- SET 2' REFERENCE CORNER: CAP MARKED "WOODSON WITNESS CORNER" OR NAIL & WASHER MARKED "WC" (SEE DETAIL "B")
- SET 1' WITNESS CORNER: CAP MARKED "WOODSON WITNESS CORNER" OR NAIL & WASHER MARKED "WC" (SEE DETAIL "A")
- SET 1/2" REBAR WITH CAP MARKED "LS 16630 RLS 18215"
- OR NAIL WITH TAG MARKED "LS 16630 RLS 18215"
- IMPRACTICAL TO SET
- MEASURED DATA
- R: RECORD DATA - CASE 5, MAP 36 AND INST. NO. 3449693, RCC
- CVZ CLEAR VIEW ZONE
- PAE PRIVATE ACCESS EASEMENT
- PUE PUBLIC UTILITY EASEMENT

SEE SHEET 5 FOR MONUMENTATION DETAILS

CURVE TABLE				CURVE TABLE			
CURVE NO.	DELTA	RADIUS	LENGTH	CURVE NO.	DELTA	RADIUS	LENGTH
C1	90° 00' 00"	20.00'	31.42'	C30	90° 00' 00"	20.00'	31.42'
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MONUMENTATION DETAILS



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- PUE PUBLIC UTILITY EASEMENT

ALL MONUMENTS IDENTIFIED AS "WITNESS CORNERS" ARE SET ON SIDE LOT LINES, 1.00 FOOT BEHIND THE FRONT PROPERTY LINE - SEE DETAIL "A". THESE WERE SET IN LIEU OF LOT CORNER MONUMENTS DUE TO THE EXISTENCE OF EXISTING SIDEWALK IMPROVEMENTS IN A NUMBER OF LOCATIONS WHERE THE BACK OF SIDEWALK LIES ON OR VERY CLOSE TO THE FRONT PROPERTY LINES, INTERFERING WITH THE ABILITY TO SET A REBAR AND CAP AT THE CORNER ITSELF, AND TO INSURE UNIFORMITY OF MONUMENTATION THROUGHOUT THE ENTIRE SUBDIVISION. ALL MONUMENTS IDENTIFIED AS "REFERENCE CORNERS" ARE SET ON THE PROLONGATION OF SIDE LOT LINES, 2.00 FEET FROM THE ACTUAL LOT CORNER - SEE DETAIL "B". THESE WERE SET IN LIEU OF LOT CORNER MONUMENTS DUE TO THE EXISTENCE OF ROCKY FILL MATERIAL WHICH MADE IT IMPRACTICAL TO SET A MONUMENT AT THE CORNER ITSELF, AND TO INSURE UNIFORMITY OF MONUMENTATION.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: David Wessel, Metro Planning Org Manager
Co-Submitter: Rick Compau, Purchasing Director
Date: 01/16/2015
Meeting Date: 02/17/2015



TITLE:

Consideration and Approval of Contract: Consultant Agreement: Transit Spine Route Study, RFP 2015-04 (Grant Funded)

RECOMMENDED ACTION:

- 1) Approve the Consultant Services Agreement with Nelson-Nygaard Consulting Associates, Inc. (Nelson Nygaard) in the amount of \$297,673.
- 2) Authorize the City Manager to execute the necessary documents

Executive Summary:

Transit is a central strategy in the region's long range transportation strategy. A strong transit system provides mobility alternatives, ensures that the transit-dependent can participate fully in the community, and can be used strategically to address economic development and congestion. This study advances the cross-town Bus Rapid Transit or spine route which is the foundation for a future re-organization of the Mountain Link system.

Policy Support:

Primary policy reasons for making this award and proceeding with this study include:

- **Advancement of Transportation Policy:** The recently adopted Flagstaff Regional Plan 2030 calls for increasing alternate modes of travel (T1.4), transportation systems consistent with place type including high levels of transit service in urban and suburban activity centers (T1.3 and following table), a high-quality, safe, convenient, accessible system including transit system design with frequent and convenient access points (T7.3), and implementation of five (5) year transit master plan goals (T7.1)
- **Cooperation and coordination with Regional Partners:** The City participates on the FMPO and NAIPTA policy boards. This study is contained in the FMPO Work Program and NAIPTA identifies its completion as a part of their 18-month strategic plan.

Subsidiary Decisions Points:

- A committee comprised of ADOT, NAIPTA and FMPO staff with oversight from City purchasing reviewed two (2) proposals. Nelson-Nygaard was unanimously selected as the highest ranking firm.

Financial Impact:

This project is funded with a \$300,000 Federal Transit Administration (FTA) Section 5304 Transit Planning Fund grant awarded to FMPO by the Arizona Department of Transportation. NAIPTA is providing for a 20% match equivalent to \$75,000, bringing the total project budget amount to \$375,000. Out of the \$75,000 NAIPTA match, \$50,000 will be utilized for NAIPTA's project management. The City will charge an indirect cost (7.86%) against the total \$375,000 to administer the procurement process, legal review, grant management and financing, equivalent to \$27,327. NAIPTA will handle day-to-day management of the consultant and scope of work. The award is for \$297,673 and will be charged to account 022-05-110-6131-4206.

Connection to Council Goal and/or Regional Plan:**COUNCIL GOALS:**

- 3) Provide sustainable and equitable public facilities, services and infrastructure systems in an efficient and effective manner to serve all population areas and demographics - The study will determine appropriate routing of the transit system used by a wide array of citizens. Implementation of the study recommendations may influence the number of lanes needed to support transit and general traffic, sidewalk and other items.
- 4) Explore and adopt policies to lower the costs associated with housing to the end use - If implemented, a cross-town BRT will make transit a more viable travel option potentially reducing the combined cost of housing and transportation.
- 6) Relieve traffic congestion throughout Flagstaff - BRT routes in key corridors pose potential solutions to reducing congestion.
- 9) Foster relationships and maintain economic development commitments to partners- a strong transit system is attractive to some employers, needed by many employees to access their jobs, and can make development in compact areas more feasible as it can reduce demand for parking. The cooperation between the City, FMPO and NAIPTA is a show of commitment to resolve transportation issues.

REGIONAL PLAN:

Energy E1.5 Promote and encourage the expansion and use of energy-efficient modes of transportation.

Community Character CC.4.1 Design streetscapes to be context sensitive and transportation systems to reflect the desired land use while balancing the needs of all modes for traffic safety and construction and maintenance costs.

Land Use LU1.5 Maintain and upgrade existing infrastructure and invest in infrastructure to make redevelopment and infill an attractive and more financially viable development alternative.

Land Use LU5.5 Plan for and promote compact commercial development at activity centers and mixed uses, allowing for efficient multi-modal transit options and infrastructure.

Land Use LU7.1 Concentrate urban development in locations...that support transit.

Land Use LU 10.3 Value traditional neighborhoods...around downtown...by...improving ...transit accessibility...

Land Use LU12 Accommodate ...transit riders...to supplement downtown's status ...as the most accessible location...

Land Use LU13.2 Consider public transit connections in suburban development.

Land Use LU18.3 Plan for and support multimodal activity centers and corridors with an emphasis on pedestrian and transit friendly design.

Transportation T1.1 Integrate a balanced, multimodal, regional transportation system.

Transportation T1.3 Transportation systems are consistent with the place type and needs of people (see tables on page X-7)..

Transportation T.2 Improve transportation safety and efficiency for all modes.

Transportation T3.2 Promote transportation systems that reduce the use of fossil fuels...

Transportation T3.8 Promote transportation options such as increase public transit...to reduce

congestion, fuel consumption.

Transportation T.7 (and supporting policies) Provide a high quality, safe, convenient, accessible public transportation system, where feasible, to serve as an attractive alternative to single-occupant vehicles.

Has There Been Previous Council Decision on This:

The City Council adopted the Flagstaff Regional Plan which supports by policy and map the recommendations of NAIPTA's long range transit plan. The transit spine route or cross-town bus rapid transit route is part of that plan. Similarly, in awarding the Milton Road Operations Analysis micro-simulation study the Council supported the study of Milton Road into downtown to evaluate operational impacts of a variety of treatments, including transit.

Options and Alternatives:

1. Award the Services Agreement to Nelson Nygaard as recommended. This advances the project, obligates the grant funds, and respects the work programs for partner organizations.
2. Reject all proposals as submitted. This delays the project and may place grant funds at risk.
3. Further Negotiations. This moderately delays the project, could lower the price, but most likely will place the scope of work at risk. A weaker scope could lower chances of success for Federal Transit Administration grant applications to implement the study recommendations.

Background/History:

This study will provide the basis for major advancements in transit service to the region. As indicated by the regional plan policy statements listed earlier, transit is a central part of the region's long-range transportation strategy. A cross-town spine route, also known as a bus rapid transit route, is featured prominently in NAIPTA's long range transit plan. More importantly, it is the basis for a reorganization of route structures and service provision to achieve importantly higher levels of service efficiently. The route as planned extends from Airport north on Milton, north on San Francisco (return on Beaver), east on Forest/Cedar, south on Fourth and then east on Route 66 to the Mall. It is envisioned as a high frequency route (10-15 minutes) with stretches of dedicated lanes and/or priority treatment. The plan will develop and evaluate alternative route structures within the basic corridor as described. The scope of work calls for development of a Small Starts Grant Application to the Federal Transit Administration supported by the evaluation and selection of a locally-preferred alternative, a funding analysis and a capacity analysis of NAIPTA to manage the new system. The work should be complete approximately 12-months after the award.

A Request for Proposal (RFP) was issued with two (2) responses received. The evaluation committee consisted of three (3) members. The proposals were evaluated with the following criterion: experience and qualifications, presented approach and schedule, and proposed fee.

The proposal from Nelson Nygaard was ranked the highest and determined to be the most advantageous to the City.

The rankings were as follows, per category:

Rank	Nelson Nygaard	Civtech
Experience & Qualifications	1	2
Presented Approach & Schedule	1	2
Proposed Fee	2	1
Total Ranking	1	2

Key Considerations:

- Two (2) proposals were received and reviewed by a team of NAIPTA, FMPO and ADOT staff.
- Nelson-Nygaard was selected as having a superior team and better approach, thus the highest ranking firm
- FMPO and NAIPTA staff negotiated with the Nelson-Nygaard team on price to meet the expected budget.
- The renegotiated scope and fee was deemed satisfactory with the team and approach intact.

Expanded Financial Considerations:

The product of this study could result in additional federal grant funds coming to the region at an 80% federal share. The Nelson-Nygaard team has a strong knowledge of the area and an excellent track record in helping their clients secure federal funding. They were a key part of the team that delivered Mountain Links and that produced NAIPTA's long range transit plan.

Community Benefits and Considerations:

NAIPTA has grown substantially in the past 15 years and in addition to providing excellent service to the transit-dependent now offers superior service to the NAU community with Mountain Link. More than 2,000,000 trips per year are made on Mountain Line and Mountain Link. The cross-town BRT route has the potential to offer that same superior service to significant section of the broader community and provide the basis to re-organize existing service to make transfers more effective and convenient for passengers.

Community Involvement:

Inform-Consult-Involve-Collaborate: The alternatives development and selection process will engage stakeholders and the public in a range of efforts from basic information to collaboration on the design and effectiveness of the alternatives. Nelson-Nygaard has budgeted funds public outreach and proposes and inter-disciplinary/multi-agency committee to promote cooperation and collaboration.

Attachments: Agreement for Services

**CONTRACT FOR
TRANSIT SPINE ROUTE STUDY CONSULTING SERVICES**
Contract No. 2015-04

This Contract is entered into this 17th day of February, 2015 by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Nelson Nygaard Consulting Associates, Inc. ("Contractor").

WHEREAS, the City of Flagstaff desires to receive, and Contractor is able to provide professional services;

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

SERVICES

Scope of Work: Contractor shall provide the professional services generally described as follows:

Transit Spine Route Study Consulting Services

and as more specifically described in the scope of work attached hereto as **Exhibit A**.

Schedule of Services: Contractor shall perform all work pursuant to the schedule set forth in **Exhibit A**.

Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as **Exhibit B** are hereby incorporated into this Contract by reference. Contractor hereby warrants that it has read and agrees to the same.

Key Personnel: Contractor's Key Personnel and contact information are designated in **Exhibit A**. Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for this contract has the right to approve any proposed substitution of Key Personnel.

Subcontractors: Contractor's subcontractors for this Contract are listed in **Exhibit A**.

Grants Provisions: The Grants Provisions attached hereto as **Exhibit D** are hereby incorporated by reference in their entirety.

CITY RESPONSIBILITIES

City Representative: The City Representative is David Wessel, FMPO Manager, or his designee. All communications to the City shall be through the City Representative. City Representative is responsible for bringing any request for a contract amendment or price adjustment to the attention of the City Buyer.

City Cooperation: City will cooperate with Contractor by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Contractor's performance of this Contract.

CONTRACT TERM

Contract Term: The Contract shall be effective as of the date signed by both parties. Performance shall commence within ten (10) days from the City's issuance of the Notice to Proceed, and shall be completed on or before February 16th, 2016 and consistent with the Schedule of Services. The term as defined by the Grant is for an initial one (1) year.

Renewal: This Contract may be renewed for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

Termination: This Contract may be terminated pursuant to the Standard Terms and Conditions attached hereto.

PAYMENT

Compensation: Contractor shall be paid for all satisfactory performance of the work, in accordance with the Price Schedule attached hereto as **Exhibit A**. Except as expressly otherwise provided for and itemized in the Price Schedule, payment to Contractor shall be in full compensation for all of Contractor's work, and Contractor will not be entitled to reimbursement for any additional expenses, direct or indirect costs.

Price Adjustment: If price adjustments are permitted (see **Exhibit A**), any price adjustment must be approved by the City in writing, pursuant to a formal Contract Amendment. The City Council must approve the price adjustment if the annual contract price exceeds \$50,000; otherwise the City Manager or his designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City.

DATA AND RECORDS

City Ownership of Document and Data: Any original documents prepared or collected by Contractor in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of City ("City's work product"), unless otherwise agreed by the parties in writing. Contractor agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and assigns all rights and interests Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the material.

Re-Use. City may use City's work product without further compensation to Contractor; provided, however, City's reuse without written verification or adaption by Contractor for purposes other than contemplated herein is at City's sole risk and without liability to Contractor. Contractor shall not engage in any conflict of interest nor appropriate any portion City's work product for the benefit of Contractor or any third parties without City's prior written consent.

Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Contractor shall immediately deliver to City copies of all City's work product and any other documents and data accumulated by Contractor in performance of this Contract, whether complete or in process.

INSURANCE

Insurance: Contractor shall meet insurance requirements of the City, set forth in Exhibit C.

MISCELLANEOUS

Notice. Any notice concerning this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Rick Compau
City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001
rcompau@flagstaffaz.gov

With a copy to:

To Contractor:

Paul Jewel
Nelson Nygaard Consulting Associates,
Inc.
116 New Montgomery Street, Suite 500
San Francisco, California 94105
pjewel@nelsonnygaard.com

With a copy to:

Authority. Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONTRACTOR

Print name:_____

Title:_____

CITY OF FLAGSTAFF

Print name:_____

Title:_____

Attest:

City Clerk

Approved as to form:

City Attorney's Office

Notice to Proceed issued: _____, 20____

EXHIBIT A



PROPOSAL PREPARED FOR CITY OF FLAGSTAFF

TRANSIT SPINE ROUTE STUDY CONSULTING SERVICES

SOLICITATION NO. 2015-04

DUE JANUARY 08, 2015 AT 3:00 P.M.



IN ASSOCIATION WITH:
KIMLEY-HORN
GUNN COMMUNICATIONS



Printed on 100% recycled paper



January 6, 2015

Attention Buyer: Amy Hagin
City of Flagstaff, Management Services-Purchasing Division
211 West Aspen Avenue
Flagstaff, AZ 86001

Re: Solicitation No. 2015-04 Transit Spine Route Study Consulting Services
Closing Date and Time: January 8th, 2015, 3:00 PM

Dear Ms. Hagin:

On behalf of Nelson\Nygaard Consulting Associates, Inc., I am pleased to submit this proposal to the City of Flagstaff and the MPO for the Transit Spine Route Study Consulting Services. We believe that our transit specialist qualifications and local experience make us an excellent choice to lead this project. Key outcomes include the definition and selection of a locally preferred alternative for the cross-Flagstaff transit spine service, NEPA analysis and documentation, and preparation and submission of a FTA Small Starts Grant application. For this effort, we want to build upon Mountain Line's recent successes. As such, we have composed our team with staff who are deeply knowledgeable with Flagstaff's environs and who were involved with NAIPTA's recent award-winning Five Year and Long Range Plan as well as the successful design-build of Mountain Link. Both Kimley-Horn and Gunn Communications are key partners in this effort and bring traffic analysis, civil engineering, NEPA review, and local community outreach expertise to help advance this concept closer to implementation.

Nelson\Nygaard's Randy Farwell is the proposed project manager for this effort, and Paul Supawanich will support as Deputy Project Manager. Both have experience working to improve transit in Flagstaff. Randy managed the successful Mountain Link BRT Design Build and Paul the Five Year and Long Range Plan. We believe that with a focus on transit operations and our experience with the FTA process, our team will ensure the transit spine project will be designed to achieve its intended ridership, economic development, and community mobility goals.

We hope you recognize the strengths of our proposal, staff capabilities, and firm experience as indications of our capacity to carry out this important project. Our proposal is submitted in accordance with the terms and conditions outlined in the RFP document and subsequent Addenda. Items herein will remain in effect for at least 120 days from the date of submittal, January 8, 2015.

If we can provide any additional information, please do not hesitate to contact our project manager, Randy Farwell, at 904-521-6031 or rfarwell@nelsonnygaard.com or me at 415-284-1544 or pjewel@nelsonnygaard.com. I am authorized to negotiate with the City of Flagstaff in connection with this effort. We look forward to working with the City of Flagstaff and NAIPTA on this Transit Spine Route Study.

Sincerely,

Paul Jewel
Principal and Chief Operating Officer

PART A: Experience, Qualifications, Key Personnel



NELSON\NYGAARD CONSULTING ASSOCIATES, INC.

Nelson\Nygaard Consulting Associates, Inc. is an internationally recognized transit and multimodal planning specialty firm committed to developing transportation systems that promote vibrant, sustainable, and accessible communities. Founded by two women in 1987, Nelson\Nygaard has grown from its roots in transit planning to a 125-person, full-service transportation firm with offices across the United States.

In keeping with the values set by our founders, Nelson\Nygaard puts people first. We recognize that transportation is not an end by itself but a platform for achieving broader community goals of mobility, equity, economic development, and healthy living. Our hands-on, national experience informs but doesn't dictate local solutions. Built on consensus and a multimodal approach, our plans are renowned as practical and implementable.

Recognized for projects around the world, Nelson\Nygaard has received awards and honors from professional organizations and government agencies including the American Planning Association, the Federal Transit Administration, the Association of Environmental Professionals, the American Society of Landscape Architects, the Congress for the New Urbanism, and the Canadian Institute of Planners. Nelson\Nygaard specializes in:



TRANSIT SYSTEMS

Feasibility and fare studies, corridor studies, new services and facilities, redesign services for bus rapid transit, streetcar, rail, bus, and ferry



MULTIMODAL NETWORKS

Complete streets, downtown and regional mobility, transit-oriented development, transportation demand management, healthy communities



PARATRANSIT AND MOBILITY MANAGEMENT

Human services coordination, paratransit and rural transportation plans, mobility manager training, accessibility evaluations



CAMPUS ACCESS

Commute and trip reduction, employee and student incentives, marketing campaigns, financial analyses for universities, tech companies, and hospitals



WALKING AND BICYCLING

Facilities and network design, bike sharing, safe routes to school and transit, calmed streets, walk audits



TAXI AND ON-DEMAND SERVICES

Regulations, entry control, rate setting for taxi, livery, peer-to-peer, and private-for-hire



PARKING MANAGEMENT

Regulations, pricing strategies, shared parking, governance, technology selection, travel demand management



TRAFFIC ANALYSIS

Road diets and traffic calming, traffic impact simulation, trip reduction, greenhouse gas analysis, climate action plans

Transit and Multimodal Expertise



Transit planning is at the core of Nelson\Nygaard's practice. Our national and international experience covers the entire range of operations, from simple two-bus systems in rural counties, to complex urban networks with thousands of buses.

Our expertise is built upon decades of advising transit agencies as well as a foundation of working as transit staff. Through this combination, we understand the constraints under which transit systems operate as well as the desires and expectations of riders. We know what works well and what doesn't.

Our approach is comprehensive, collaborative, and creative. We identify needs and opportunities in close conversation with communities and thoroughly evaluate existing services to illustrate strengths and weaknesses. We understand that transit service can be provided in many ways; we develop solutions that best match local desires and values.



Nelson\Nygaard is unique in that we specialize in transit and multimodal mobility planning and design. We recognize and reflect the needs of all modes into our plans and designs. This includes starting from the perspective of the pedestrian relating to land use and the transportation options available to them. It continues through a focus on achieving the right balance of connectedness between modal operations, safety, accessibility to services and adjacent activity centers. In short, to provide a holistic solution that supports mobility, livability, and sustainability.

Specific to this project, we will draw upon our experiences planning and implementing Bus Rapid Transit services (including working with FTA), multimodal access, and effective transit operations. Our goal is to design alternatives, and an alternatives selection and evaluation process (example below) that meets project and community goals and ultimately leads to a transit service concept that is well supported and competitive for implementation funding. Our projects are structured and conducted in a holistic framework to make sure solutions work within the specific demand characteristics, fiscal capacity, and values of the community.



This is an example of a goal setting and evaluation process used in a similar transit project.



Key Personnel

Randy Farwell

Role: Project Manager



Randy has 29 years of experience in transportation and transit planning, operations, and management with wide ranging expertise in programs, services, projects including: commuter rail, light rail, BRT, human service, flexroute,

and fixed route services; comprehensive operations analysis; system redesign; corridor analysis; alternatives analysis; NEPA documentation (CE, EA, EIS); and TDM strategies. Randy was Director of Planning at the Central Florida Regional Transportation Authority (LYNX) during planning and final design of the Central Florida Light Rail project. Randy was Planning Manager at the Potomac & Rappahannock Transportation Commission; he was instrumental in the creation and start-up of the Virginia Railway Express commuter rail and the OmniLink Flexroute—the first ITS enhanced flexroute. Randy's BRT experience includes managing: the first FTA approved BRT Design-Build (Mountain Link), completed in 20 months; the first FTA approved BRT Tier 1 PEIS, it allowed the transit agency to buy property for BRT stations/TOD as match to future federal funding; he prepared operations plans and O&M costs for the US1/Richmond Highway Corridor in Virginia, the Red Line BRT in Indianapolis, multiple corridors in St. Louis, the Clifton Corridor in Atlanta; the North BRT Corridor and Southeast BRT Corridor in Jacksonville; and the downtown to Clearwater Beach Corridor.

Professional Credentials

- MURP, Urban & Regional Planning, Virginia Tech
- BS, Urban Studies, Texas Christian University

Paul Supawanich

Role: Deputy Project Manager



Paul has more than seven years of experience as a transportation planner and engineer in both the public and private sectors. Paul has participated in multiple aspects of transit planning including service planning and evaluation, financial planning,

fare analysis, and data collection. Most recently Paul completed his role as Deputy Project Manager for the Mountain Line Short Range Transit Plan in Flagstaff, AZ which was awarded the “Best Master Plan of 2013” by the Arizona American Planners Association. Paul is currently working on several transit planning efforts in Santa Cruz, Atlanta, Kern County (CA), and Wichita.

Professional Credentials

- MCP, City Planning; MS, Transportation Engineering, University of California, Berkeley
- BS, Industrial Engineering, Georgia Institute of Technology

Briana Lovell

Role: Project Planner



Briana has four years of experience in transit and multimodal transportation planning. She has worked on a wide variety of transit projects including comprehensive operational analyses, short range transit plans, transit scheduling

assistance, alternatives analyses, BRT feasibility, vehicle sizing and technology studies, and modal plans. She also has extensive experience facilitating public participation and incorporating public input into the planning process, including producing analysis and summary reports on public engagement for the Seattle Madison Street BRT Study and Seattle Center City Connector Alternatives Analysis.

Professional Credentials

- MUP, Land Use & Transportation Specialization, University of Washington
- BA, Environmental Policy, Pomona College, Claremont, CA

Additional Staff

Providing assistance will be **Steve Boland**, who specializes in fixed-route transit service and capital planning, including comprehensive operational analyses and planning for Bus Rapid Transit projects, and **Gordon Hansen**, who specializes in parking policy, transit service planning, and data collection and analysis.

Previous Experience

Mountain Link Bus Rapid Transit Design Build

Northern Arizona Intergovernmental Public
Transportation Authority (NAIPTA)

3773 Kaspar Dr.
Flagstaff, AZ 86004

Duration: 2010

Contact: Jeff Meilbeck, General Manager
928-679-8900
jmeilbeck@naipta.az.gov

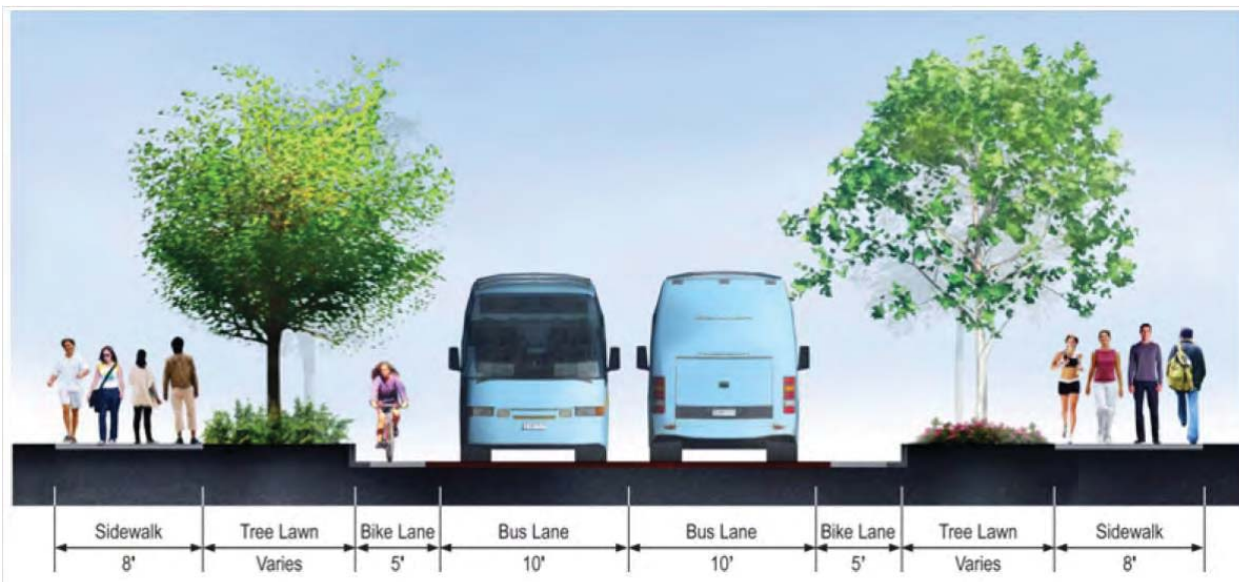
Nelson\Nygaard staff led the planning and design efforts on this innovative BRT design-build project for NAIPTA. The System Planning efforts for the Mountain Link Transit Design-Build project followed the Federal Transit Administration (FTA) Very Small Starts process and secured a Project Construction Grant Agreement. It was the first BRT design-build approved by the FTA.

The purpose of the Mountain Link project was to fulfill the need for greater pedestrian and transit mobility in and between downtown Flagstaff, Northern Arizona University, and the Woodlands Village section of Flagstaff. The limitations of the existing Mountain Line service, the growing population in the City, the increase in demand for parking on campus, and traffic congestion on-campus and in downtown Flagstaff built the case for the Mountain Link project.

Nelson\Nygaard staff managed the planning phase of the project which was completed in seven months and resulted in an approved Categorical Exclusion from the FTA. The project advanced through final design, project construction, and service commenced August 18, 2011



(20 months after NTP). The project was an ARRA and FTA funded Very Small Starts BRT serving a 6.8 mile route. Mountain Link exceeded ridership projections in its first year of operation and carried over 1-million trips in 2014. The success of this service sets a precedent for the future transit spine.





Flagstaff Five Year and Long Range Transit Plan

Northern Arizona Intergovernmental Public
Transportation Authority (NAIPTA)
3773 Kaspar Dr.
Flagstaff, AZ 86004

Duration: 2012-2013

Contact: Jeff Meilbeck, General Manager
928-679-8900
jmeilbeck@naipta.az.gov

Looking to build upon its past successes and growth, Nelson\Nygaard and Kimley-Horn developed a five-year and 20-year service plan for the Mountain Line system that included bold enhancements over existing services. For the next five years, a cost-constrained plan was developed to initiate cross-town rapid bus service connecting three major nodes of the city (more than doubling the length of the existing rapid bus alignment). Within years 10-20, the plan expands to develop an additional rapid route, extending service to the airport and realigning existing services to improve transfer connectivity across the system. (these recommendations are the goals of the current RFP)

To supplement transit network growth, the plan also provided detail about facilities critical for future service success. Recommendations and preliminary designs were provided on a new transit facility, dedicated busway enhancements, and overall programmatic changes to enable the rapid route to maintain reliable service in a tightly constrained downtown corridor.



Bus Rapid Transit System Tier 1 Programmatic EIS North and SE BRT Corridor Development

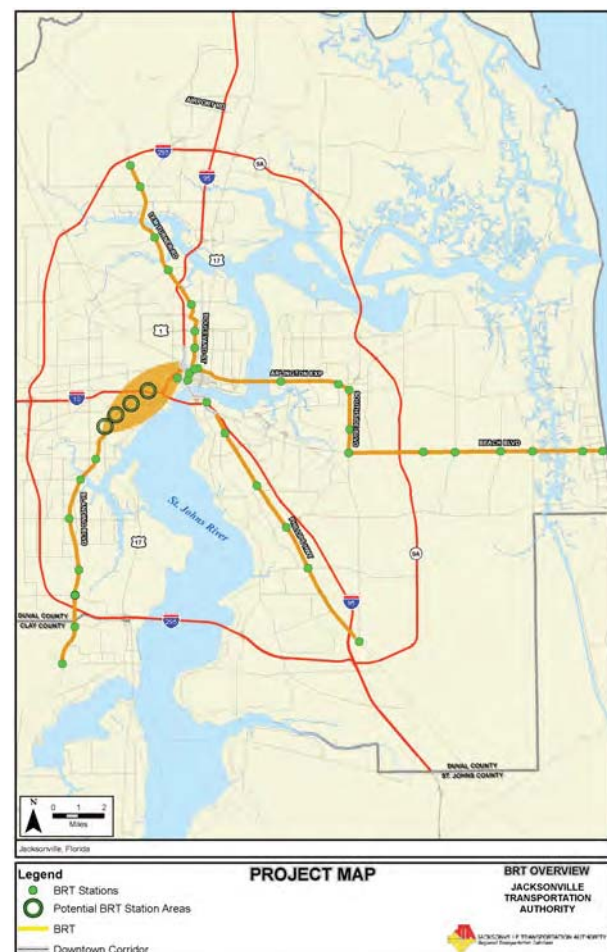
Jacksonville Transportation Authority
100 North Myrtle Avenue
Jacksonville, FL 32203

Duration: 2008-2011

Contact: Suraya Teeple, Senior Transportation
Planner
904-598-8711
steeple@jtafla.com

Nelson\Nygaard staff managed the first Tiered Programmatic Environmental Impact Statement (PEIS) undertaken for and approved by the Federal Transit Administration (FTA). This year long effort obtained a Record of Decision from FTA for the purpose of granting the JTA pre-award authority to acquire right-of-way to preserve land for Bus Rapid Transit (BRT) stations in the adopted BRT corridors.

The Tier 1 PEIS documents and examines community and environmental resources and potential impacts within four adopted BRT corridors in Jacksonville. The BRT corridors connect downtown Jacksonville with the



surrounding communities along major arterials to the east, north, southeast, and southwest. The Tier 1 PEIS identifies right-of-way parcels to preserve land for BRT stations in the , the value of which may be used by JTA as local match to future federal funding for towards development of the BRT system.

Subsequent to the Tier 1 PEIS, Nelson\Nygaard staff led key efforts on the continuation of BRT project development in Jacksonville. In two phases, working with Wilbur Smith Associates, Nelson\Nygaard staff supported the completion of the Environmental Assessments and conceptual design plans for the North and the SE BRT corridors. The North BRT Corridor runs nine-miles north primarily along Lem Turner from downtown to I-295. The SE BRT corridor runs 10-miles southeast from downtown along Philips Highway to the Avenues Mall.

In both efforts Nelson\Nygaard staff was responsible for transit operational planning analyses, operational cost estimation, supportive public participation, developing design criteria, station concept planning, capital cost estimates, and supportive New Starts application development. The North Corridor project was completed in just over a year resulting in an FTA approved EA. The Southeast BRT corridor was completed in about 12 months and the EA was approved by FTA.

Albany NY5 Bus Rapid Transit Operations and Management Study

Capital District Transportation Authority (CDTA)
110 Watervliet Avenue
Albany, NY 12206

Duration: 2006-2007

Contact: Kristina Younger, Director of Strategic Planning
518-437-6852
kristina@cdta.org

Nelson\Nygaard led a team of consultants to work with CDTA in developing a Bus Rapid Transit (BRT) Management and Operations Plan. The objective of the study was to create clear strategies to guide CDTA through a three-year transition period from existing local service to blended BRT/local operations in the NY5 corridor.

Nelson\Nygaard's recommended approach divides the transition into three phases. The first phase, which occurred in 2008, addressed the need for immediate modifications to existing scheduled service



on the corridor to improve schedule consistency and reliability. The second phase encouraged development of limited peak-period BRT service timed to coincide with BRT marketing and initial station development as well as roadway improvements. Full-day BRT service commenced in the third implementation phase, in line with the completion of BRT stations and the installation of technology systems. This phased approach allowed CDTA to concentrate limited resources on the start-up, and avoided overwhelming customers with dramatic change.

The Management and Operations Plan was developed through an iterative process whereby the consultant team collected data and prepared technical analysis; this information was debated and discussed in meetings and workshops with CDTA management staff. The Management and Operations Plan also outlined an implementation plan and the associated costs for BRT services, facilities, service management, technology, and vehicles.



KIMLEY-HORN

Established by transportation planning and traffic operations specialists, Kimley-Horn is a leading consultant in the planning and design of transit systems. Kimley-Horn has been responsible for planning and design of over 250 miles of BRT corridor projects of different sizes and complexities.

With the firm's extensive background in planning and design of many successful BRT projects, they have the technical experience, project management expertise, staff resources, and proven track record to successfully complete the most complex BRT projects.

Knowledge of the Flagstaff Region

Kimley-Horn has unparalleled experience and knowledge in Flagstaff through their work supporting transportation planning and design in the region. In 2012, the firm provided land use scenario modeling and analysis for the City of Flagstaff to develop Regional Plan 2013: Place Matters. In 2013, the firm partnered with Nelson\Nygaard to complete the award-winning Flagstaff Regional Five-Year and Long Range Transit Plan. This project built upon the past success of NAIPTA to chart a path forward, including for the extension and expansion of Mountain Link. In 2013, Kimley-Horn also conducted a campus-wide traffic and transportation circulation study on the NAU campus. In 2014, the firm supported the FMPO to develop the technical tools required to update the region's long range transportation plan. They are also conducting an operations analysis of the Milton Road corridor. This operations analysis will include an analysis of the operational impacts of BRT on Milton Road.

Key Personnel

Brent Crowther, P.E.

Role: Project Manager



Brent will serve as the Kimley-Horn lead contact/project manager, coordinating their internal resources and deliverables. Brent will also be involved in the traffic operations analysis and BRT concept alternatives development.

Brent is a professional engineer and project manager who focuses on transportation planning, traffic engineering, and alternative mode transportation planning and design. Brent served as Project Manager for the NAIPTA Flagstaff Regional Five-Year and Long-Range Transit Plan; the Flagstaff Regional Plan 2012, the Doney Park and Kachina Village Multimodal Transportation Studies, and campus circulation studies on the NAU campus. He is currently project manager for the FMPO Regional Transportation Plan Technical Update, and serves as a project engineer on the Flagstaff Milton Road Alternatives Operations Analysis Micro-Simulation Modeling. Brent's knowledge of multiple disciplines and his in-depth experience in Flagstaff, will be of benefit to NAIPTA and the City of Flagstaff for this study.

Professional Credentials

- MS, Civil Engineering, Virginia Polytechnic Institute and State University
- BS, Civil Engineering, Brigham Young University

Emily Blinkhorn

Role: Environmental Documentation



Emily will lead the environmental documentation effort. As a senior environmental planner, Emily has more than 15 years of experience in project management, environmental planning, NEPA compliance, noise analysis, and visual and

land use resource analysis. She specializes in NEPA planning services for CE, EAs, and EISs. In addition, she has developed public involvement programs for NEPA projects. Emily's experience includes more than 150 projects including transportation, aviation (airport expansion), and power and energy (transmission

line and power plant siting). Emily previously served as an in-house consultant to the ADOT EPG, where she facilitated approval of over 200 environmental clearances.

Professional Credentials

- BFA, State University of New York

Michael Grandy, P.E.

Role: Traffic Operations Analysis



Michael will lead the traffic operations analysis and will also be involved in BRT concept alternatives development. Michael's transportation planning experience includes traffic simulation modeling, corridor studies, environmental

studies, pedestrian and bicycle studies, multimodal transportation master plans, access management plans, crash analysis, and various other transportation-related projects. Michael's technical knowledge of multimodal traffic operations, particularly in the Flagstaff area, makes him an invaluable resource for this project. Michael is project manager for the Flagstaff Milton Road Alternatives Operations Analysis Micro-Simulation Modeling. Previous experience includes the Flagstaff Steves/Fanning Closure Study and the FMPO Regional Transportation Plan Update, Safety Component.

Professional Credentials

- MS, Civil Engineering, Brigham Young University
- BS, Civil Engineering, Brigham Young University

Providing support to Kimley-Horn, key personnel include **Edgar A. Torres, P.E., Jeff Allen, and Mike Hermann, P.E.**, will serve as BRT specialists during concept alternatives development, **Jason Getz** who will support the environmental documentation and **Bruce Beenken, P.E.**, will provide constructability review and cost estimates.

Previous Experience

Dove Valley Parkway Feasibility Study

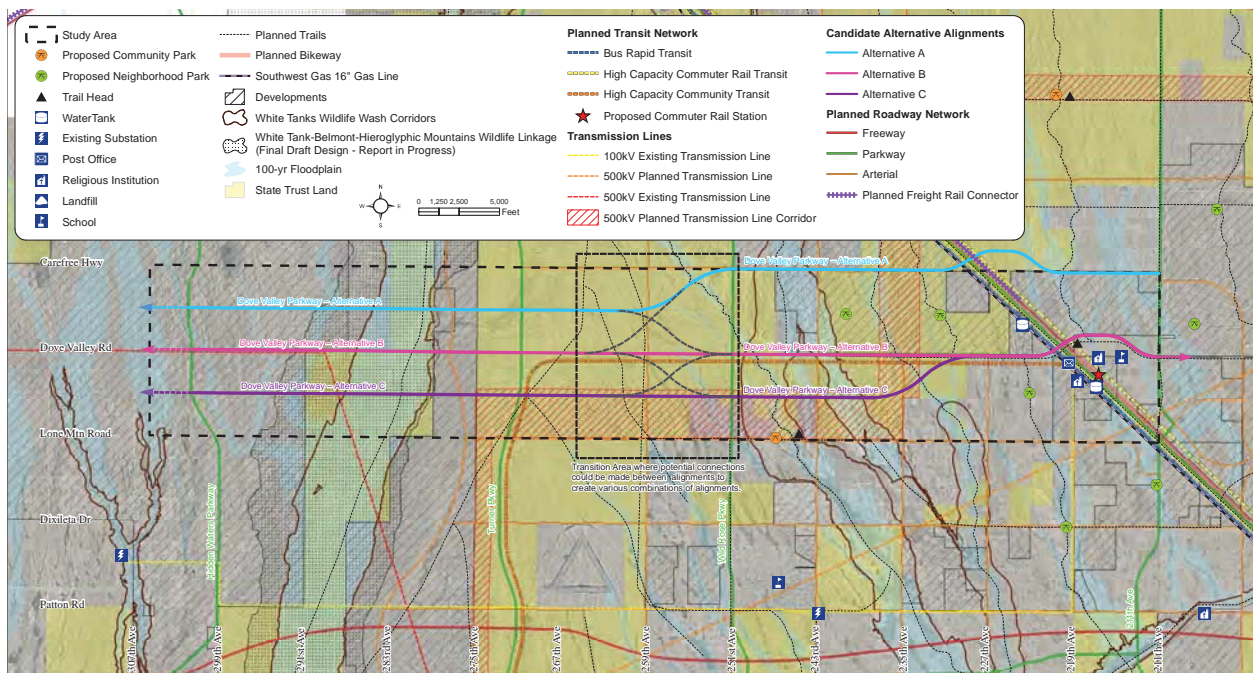
Maricopa County Department of Transportation
3773 Kaspar Dr.
Phoenix, AZ 85009

Duration: 2012-2013

Contact: Denise Lacey
602-506-6172
deniselacey@mail.maricopa.gov

This project demonstrates experience preparing an environmental overview in Arizona.

Kimley-Horn prepared a feasibility study that provided local jurisdictions and property owners with guidelines for preserving a 200-foot-wide right-of-way (R/W) corridor to accommodate the planned Dove Valley Parkway. Kimley-Horn's environmental staff prepared



an environmental overview that analyzed land jurisdiction, land ownership and use, socioeconomic considerations, Title VI/Environmental justice population, threatened and endangered species, species of special concern in Arizona, wildlife crossing and movement corridors, invasive/noxious weeds, protected native plants, floodplains, Section 404/401 of the Clean Water Act (CWA), Arizona pollutant, discharge elimination system, prime and unique farmland, soils, visual resources, air quality, noise impacts, hazardous materials, cultural resources and Section 4(f) and 6(f) resources. Kimley-Horn worked closely with a stakeholder/technical advisory committee (TAC) and conducted public open houses.

Monterey-Salinas Transit, Fremont-Lighthouse Bus Rapid Transit Design

Monterey-Salinas Transit (MST)
One Ryan Ranch Road
Monterey, CA 93940

Duration: 2010-2012

Contact: Hunter Harvath
831-393-8129
hharvath@mst.org

This project emphasizes the firm's experience with the NEPA process, planning and designing BRT stop locations and corridor traffic operations improvements, and preparing final construction documents.

Kimley-Horn was prime consultant for the design of a 6.75-mile BRT project in the Monterey Bay area through the communities of Monterey and Seaside, from the Monterey Aquarium to the Edgewater Transit Center, in the City of Seaside. Bus stop improvements included installation of real-time bus arrival information signs to improve reliability. Corridor traffic signals were improved to provide transit signal priority (TSP) and vehicle queue jump lanes to increase reliability and reduce delay to transit riders. The Federal Transit Administration (FTA) determined that the project was Categorical Excluded from National Environmental Policy Act (NEPA). Rapid transit elements became operational in Spring 2014.



GUNN COMMUNICATIONS, INC.

Gunn Communications, Inc. (GCI) was founded in 1997 by president and owner, Theresa Gunn, who has a strong background in transportation, transit planning and implementation. She is a former staff member of Valley Metro Regional Public Transportation Authority in Phoenix, and has worked on numerous transportation and transit planning studies in Arizona. Local government agencies rely on GCI for expert assistance in the design and implementation of innovative public participation programs that get results. As a full-service, 11-person public involvement and communications firm, GCI customizes each program to meet the unique needs of the community and affected stakeholders. GCI's methods include a unique and powerful mix of qualitative, issue-based research, advisory group meetings and public events, backed by a commitment to high-quality, accurate, and candid communication. GCI is certified as a WBE, SBE, and DBE in Arizona.

Key Personnel

Theresa Gunn

Role: Community Engagement Manager



Theresa is a results-oriented professional with nearly 30 years of experience in public involvement, community-based planning, meeting facilitation, project management, and government relations. She specializes in designing and

managing implementation of unique public involvement programs suited for specific audience segments. A proven leader able to facilitate community consensus on difficult issues, Theresa utilizes teamwork, creativity, and effective written and verbal communications. She is a resourceful and dedicated problem-solver who has led hundreds of projects for government agencies, businesses, and non-profit organizations. Theresa has worked on numerous transportation and transit planning studies, including the Regional Transportation Plan for Flagstaff Metropolitan Planning Organization, the 2008 Arizona Statewide Rural Transit Needs Study

for ADOT, and the Arizona Avenue Bus Rapid Transit Study for the Maricopa Association of Governments.

Professional Credentials

- MS, Organizational Management
- BS, Journalism/Public Relations

Jim Cronk

Role: Community Engagement



Jim has more than 40 years of experience in community development, public involvement, management and negotiating. Jim recently retired from his position as City of Flagstaff Planning Director.

In that position, he supervised the successful creation and adoption of their new General Plan, new Zoning Code and revised suite of Building Codes. He led negotiations on multi-million dollar development projects, litigation agreements and mediated several development agreements. Public involvement and consensus building were major components of each of these successful efforts.

Professional Credentials

- MS, Urban & Regional Planning/Community Development
- BA, Economics, U. of Denver

Previous Experience

Flagstaff Regional Plan Update

City of Flagstaff

Duration: 2012

Contact: Mark Landsiedel, Community Development Manager
928-213-2605
mlandsiedel@flagstaffaz.gov

This project involved updating the regional plan for the City of Flagstaff, which embodies the community's values for the built and natural environment. GCI facilitated a nineteen-member citizen advisory committee (CAC) formed to draft Flagstaff's regional plan, which would be forwarded to Council and placed on the May 2014 ballot for voter approval. Prior to GCI's involvement, the committee had met for more than two years to discuss the plan based on public input received during charrettes and dozens of community meetings held by the city. With the deadline quickly

approaching, the City hired GCI to facilitate the CAC and help the group move from discussion into decision making. Theresa facilitated a two-day retreat to refocus the group, and bi-monthly meetings to review and approve each of the plan elements. With GCI's help, the CAC achieved consensus on all of the major plan elements, the plan was adopted unanimously by the Flagstaff City Council and County Board of Supervisors, and was passed by voters.

Regional Transportation Plan

Flagstaff Metropolitan Planning Organization

Duration: 2013-2014

Contact: David Wessel, Manager
928-213-2650
dwessel@flagstaffaz.gov

Theresa Gunn (GCI) was the public involvement lead for a team retained by the City of Flagstaff Metropolitan Planning Organization (FMPO) to help prepare data, analytical tools, and alternatives tools to be utilized in preparation of a mandated update to the Regional Transportation Plan (RTP) Study. The FMPO is seeking to improve its ability to meet and exceed federal MAP-21 requirements and to deliver a cost-effective, multimodal transportation plan that meets the expectations of the region's citizens. The resource development and collection effort is for the public's future consideration of objectives, performance measures, project selection criteria, and more. A key component to a successful RTP update is to clearly communicate the effectiveness of various transportation investments to decision makers and the public. In support of this effort, GCI facilitated a technical advisory committee (TAC) and bi-monthly meetings of a 15-person citizen advisory committee (CAC), and assisted with stakeholder implementation planning.

PART B: Method of Approach

PROJECT UNDERSTANDING

In the past two decades, the City of Flagstaff, NAIPTA, and its Mountain Line system have exceeded expectations in terms of the role and importance of public transportation in a medium sized community. Through the development of the Mountain Link BRT, and its recent five-year and long-range visioning process, Mountain Line has continued to enhance mobility for those living, working, studying, and visiting Flagstaff. Beyond mobility, Mountain Line has become critical in terms of leveraging future development within the community and creating a foundation to enable future growth.

The transit spine across Flagstaff was conceived from NAIPTA's most recent 5-year and Long Range Plan and is a foundational element for the continued success of the system. Connecting Flagstaff's most important destinations and corridors, the transit spine has the potential to grow ridership and spur additional development without increasing vehicle congestion. However, this type of success is contingent upon developing a transit corridor and supportive facilities that enable this spine to succeed. This includes ensuring that high-frequency transit on the spine can be fast, on-time, and provide advantages over driving.

The purpose of this study is to define and develop operationally and fiscally viable premium transit alternatives for the transit spine, to understand NEPA ramifications, and to select a locally preferred alternative that can be moved forward into a FTA Small Starts Grant Application. FTA funding will be a critical component to making this project a reality. As such, it will be a primary goal through this effort to conduct a process and select an alternative that can be most competitive in the FTA grant process.

PROJECT APPROACH

Years in the future, a successful transit spine will be a corridor that is served by high-frequency, and highly reliable transit that is considered the “clear choice” for getting across Flagstaff. With that goal in mind, our project approach is to place the desired service first. This means that we will keep a successful transit operation at the forefront of every phase of this project. Our goal is to ensure that the transit spine project will provide a future service every opportunity to succeed and will bring all potential benefits that high-quality transit can offer (reduced auto dependence, support development, access to jobs, etc.). Specific to this project, the major elements include:

- Establishing a clear purpose and need for the transit spine
- Facilitating stakeholder dialog and decision-making and public outreach
- Developing effective alternatives (and screening criteria and process)
- Conducting an Environmental Overview (pre-NEPA)
- Selecting a Locally Preferred Alternative (with strong community support)
- Preparing and submitting a highly competitive FTA Small Starts Application, including NEPA clearance

We anticipate using our team's combination of transit operations knowledge, traffic engineering creativity, success navigating the FTA process, and experience conducting environmental analysis across Arizona to lead to a successful outcome for the City of Flagstaff, NAIPTA, and the transit spine itself.

SCOPE OF WORK

We have divided our proposed scope of work into 10 tasks to take this project from start to finish. This includes all elements as defined in the Project Outline in the RFP. We have made slight modifications to the order of elements based on our understanding of the project and experience with this type of work. We believe these refinements will support our overall approach, will lead to a successful outcome, and focus our collective efforts on critical elements.

TASK 1 - PROJECT MANAGEMENT

To ensure a quality process and product, we anticipate effective project management being critical for this effort. As part of our proposed team, Nelson\Nygaard will lead overall project management with Randy Farwell as the project manager and Paul Supawanich as the deputy project manager. Randy and Paul will work closely to ensure all work products are on time and within budget.

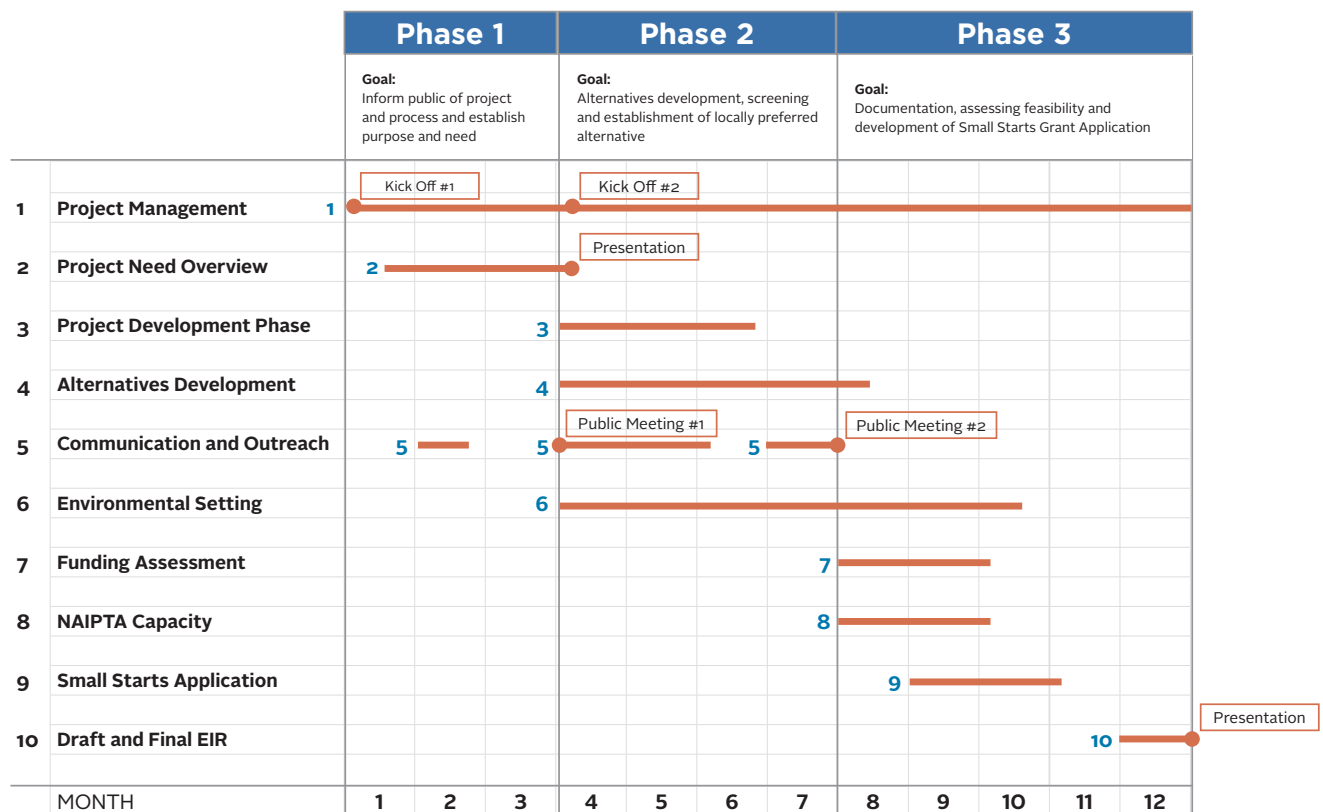
1.1 Project Kickoff Meetings (Preliminary and Post-Purpose and Need)

Given the nature of this project, we anticipate a preliminary kickoff meeting with NAIPTA at the project's outset to discuss the overall project process, timeline, goals, decision-making, and Technical Advisory Committee (TAC) composition (Task 1.2). We also anticipate a second, more inclusive project kickoff meeting after completing the project's Purpose and Need (Task 2). This meeting would include key stakeholders and the TAC.

1.2 Technical Advisory Committee

The composition of the TAC should reflect key partners and decision-makers associated with the transit spine project. The members of the TAC should be persons in a position to commit their respective organizations. At least, the TAC should include a representative from NAIPTA, the MPO, the City of Flagstaff, Coconino County, ADOT, and the FTA. The purpose of the TAC, as was the case for Mountain Link, is to assure that technical review and decision-making

Project Timeline



We anticipate a 12-month timeline to complete this project. However, the timeline would be finalized at the kick off meeting, including the number of TAC and public meetings.

is well understood, reflects necessary values/trade-offs, and facilitates project partner decision-making and commitments to keep the project on schedule and ultimately deliver the required local financial commitments.

1.3 Ongoing Project Management

We propose both biweekly and monthly coordination meetings spanning the project's 12-month timeline. Bi-weekly status review meetings will be held with the NAIPTA Project Manager via WebEx to review the status of tasks underway, decisions, and actions over the next 90-days, and discuss issues and concerns that arise or are anticipated. The monthly coordination meeting, held in person and/or via WebEx with the TAC, will focus on technical findings, facilitation of values/trade-off discussions and decision-making, project schedule, and upcoming actions, decisions, and local commitments.

DELIVERABLES:

- On-site Project Kickoff Meeting (NAIPTA)
- Draft and Final Project Plan/Schedule
- On-site Project Kickoff Meeting (after Purpose and Need) – Stakeholder/TAC
- Ongoing Project Management and Project Meetings and Notes

TASK 2 - PROJECT NEED OVERVIEW

The primary purpose of Task 2 is to identify the challenges at hand and establish the purpose and need for future alternatives. This task will go into detail to evaluate current conditions within the project study area, identify potential problems, and establish a clear understanding the challenges that any future transit alternatives would help solve.

2.1 Review of Existing Documentation and Planning Efforts

To achieve this objective, the project team will undertake a thorough review of current and recently completed planning efforts conducted by NAIPTA and its local partners. This will also include a review of current development trends, patterns, and plans within the study area.

2.2 Transportation Network Review

Task 2.2 will both describe all potential local and regional transportation linkages and also will identify

deficiencies in the existing transportation network. This will include a review of current transit user experience metrics (e.g., corridor travel time, service gaps), vehicular conditions (traffic volumes, intersection level of service, congestion levels), and safety conditions (pedestrians and collision data) around the proposed corridor. Other review criteria will also be developed that are in-line with guidance around FTA New and Small Starts rating criteria.

Through this analysis, the project team will identify the potential issues in a “do nothing” scenario with respect to various mobility criteria. The outcomes of this task will provide a clear understanding of the transportation challenges that could be addressed by future transit options. Challenges may range from congestion issues that may not be mitigated with roadway expansion alone or a clear need to provide strategies to improve safety within the corridor. In particular, we will examine the comparative travel times and availability along the transit spine corridor between auto and transit trips with the intent of documenting need for an improved transit alternative along the corridor.

2.3 Identify Known Environmental Concerns

As part of the preliminary review of the study area, the project team will work with local partners and reviewing agencies to identify sensitive areas within the corridor that may require higher levels of analysis and investigation in a future NEPA process. This fatal flaw review is intended to ensure that before the development of any alternatives begins, the project team is aware and considers the needs of these environmentally sensitive areas along the corridor. Through this task, the project team should be able to determine a high-level estimate of the resources needed to conduct a NEPA analysis. However, a more detailed estimate will not be known until alternatives are refined (Task 4).

2.4 Summary of Project Need and Project Goals

Task 2 will produce a summary of findings and will establish the project purpose and need. We anticipate the deliverable will define the following:

- Define scope of project and limits of study area based on logical termini for the full length of the corridor
- Issues, obstacles and opportunities in the corridor (including environmentally sensitive areas)

- Identification (or validation) of key activity centers, potential route termini and station locations, important connections to existing transit network, and likely transit alignments along the corridor (including if any may be dedicated transitway)

We anticipate presenting this information on-site with NAIPTA staff. In addition, at this meeting, we will work with the project team to define the goals, objectives, and supporting performance measures (we will turn these into Small Starts relevant evaluation criteria) that should be considered in the development of alternatives. This step is critical as all alternatives should clearly stem back to the project's purpose and need to facilitate a level field for evaluation and screening.

DELIVERABLES:

- [Technical Memo 2A: Project Purpose and Need \(and on-site field review and presentation\)](#)

TASK 3 - ENTRY INTO PROJECT DEVELOPMENT PHASE

3.1 Entry Into Project Development Phase

Based on the findings of Task 2 and information captured from previous projects and reports, the project team will compose a project development letter directed to the Associate Administrator for FTA's Office of Planning and Environment and other parties. This letter will include all requirements as defined by FTA including project characteristics, existing conditions, purpose and need, and numerous other elements. Task 3.1 includes time associated with analysis, data aggregation, letter composition, and review with NAIPTA staff. The purpose of the entry letter is to establish a clear and concise description of the reasons for the project, a description of the proposed transit spine project, local commitments, and an estimate of project costs and funding support required. Entry into Project Development is important because it starts the clock on the two-year window for completing project development, securing a Small Start Grant Agreement (SSGA), and initiating construction. Our suggestion is to submit the initial request, and at the end of the project, submit the FTA Small Start documentation need for FTA to issue the SSGA.

DELIVERABLES:

- [Draft and Final Entry Into Project Development Phase Letter](#)

TASK 4 - IDENTIFYING POTENTIAL ALTERNATIVES (4)

Based on the purpose and need established in Tasks 2 and 3, the goal of Task 4 is to establish a locally preferred alternative for move forward into a NEPA process.

4.1 Finalize Alternatives Development Criteria

In advance of any alternatives analysis, the first phase of Task 4 is to revisit and finalize the criteria to develop alternatives. One may think of this as finalizing the "ground rules" from which alternatives will be developed and ensuring project goals are clear. This discussion will be conducted on-site and will strongly consider FTA's evaluation and rating criteria for Small Starts funding.

4.2 BRT Best Practices

To support the advancement and assurance that alternatives are incorporating best practices from around the country, we will recommend BRT Best Practices. This working paper will address topics including runningway configuration, station location and access, operational practices, intersection and transit signal priority strategies, parking management, access management, fare policy, etc. This memorandum will inform the development of each of the alternatives, and we will incorporate research of specific operating elements that fit within Flagstaff's context.

4.3 Preliminary Alternatives and Screening

Task 4.3 will include the preliminary development of up to four alternatives and screening based on operational viability, cost, and initial fatal flaws (including constructability review). The preliminary alternatives screening will go to the level of detail as needed to determine key factors such as ridership estimates, operational requirements, and service of key destinations. As such, these alternatives will include factors such as alignment, station/stop locations, operational requirements and costs, relationship to the Downtown Connection Center, and connections to other routes. Alternatives will be evaluated based on key factors identified in Task 4.1 with the intent of quickly eliminating alternatives that are not viable and identifying 1-2 alternatives to refine in Task 4.4.

Task 4.3 efforts will also work concurrently with Task 5 (Communications), Task 7 (Funding) and Task 6 (NEPA) to ensure that the alternatives definition and screening is holistic, addressing key issues and concerns, and the process, findings, and recommendations are communicated clearly to stakeholders and the public.

Based on the fatal flaws review in Task 4.3 and comments and communication from the general public and the TAC, only the operationally and fiscally viable alternatives will be carried onto Task 4.4 for refined alternatives analysis. Our approach intends to advance the few most viable alternatives so that more time and effort can be spent refining and evaluating the most feasible alternatives with the best likelihood to become the Locally Preferred Alternative (LPA).

4.4 Refined Alternatives and Screening

Task 4.4 will build upon the findings of Task 4.3 and will refine alternatives to include design and operational characteristics such as integration with other transit services (local and regional), runningway characteristics (curbside, median, mixed traffic), detailed operations requirements (service span, headways, travel speeds, cycle times, vehicle requirements, revenue hours), operations and maintenance costs, and capital costs. This will provide information for the project team, TAC, and the public to help select a locally preferred alternative in Task 4.5.

4.5 Establishment of Locally Preferred Alternative

The project team will present the findings to both the TAC and public in a series of meetings to obtain their comments and feedback on the refined alternatives. Based on feedback, a LPA will be selected to move forward in the more focused NEPA process. The LPA will identify and describe all characteristics of the alternative including:

- Identify logical termini, key activity centers to be served, connections to fixed routes
- Identity runningway configuration, station locations and configurations, and termini locations (including potential recommendation regarding a shortened initial operating segment if the airport is cost prohibitive in this phase), and locations and configurations for transit signal priority with or without queue jumps

- Identify operating requirements, service hours, operations and maintenance costs
- Identify capital costs and funding requirements
- Identify areas that will require more targeted NEPA review as well as areas eligible for approval as a Categorical Exclusion
- Describe any additional data or gaps in data that must be supplemented during the detailed NEPA review process
- Provide an estimate of the cost and time needed to complete a full NEPA analysis

DELIVERABLES:

- [Technical Memo 4A: BRT Best Practices Memo](#)
- [Technical Memo 4B: Preliminary Screening of Alternatives \(and on-site presentation\)](#)
- [Technical Memo 4C: Refined Screening of Alternatives \(and on-site presentation\)](#)
- [Technical Memo 4D: Locally Preferred Alternative \(including NEPA requirements and on-site presentation\)](#)

TASK 5 - COMMUNICATIONS AND OUTREACH

Task 5 summarizes efforts and elements to ensure the project and the development of alternatives it thoroughly communicated and vetted within the Flagstaff community. This will consist of multiple approaches including online and in-person techniques.

5.1 Project Website

Today, project websites are an integral tool to present project information and work products and take input from the community. They also often reach far more of the public than more traditional methods. We will work with NAIPTA staff to understand how to best use a web-based platform to engage the public on this project. At the discretion NAIPTA staff, we propose a project website to host the following:

- A description of the study, schedule, and monthly progress to date
- Announcements of ongoing project activities, such as meetings and presentations
- Links to download study documents
- Opportunities to provide comments and suggestions concerning alternatives

5.2 Community Outreach and Engagement

The first step to designing a strategic engagement process is to identify the decisions to be made, the information needed, and how the input received will influence the decisions. This information coupled with an understanding of how the community shares information and participates will inform the selection of the specific tools and techniques to be used to openly, honestly and genuinely engage the Flagstaff community.

The proposed cross-town transit route will serve a wide variety of destinations and neighborhoods including Pulliam Airport, NAU Campus, multi-family and retail corridor along Milton Road, La Plaza Vieja - original Hispanic neighborhood, Downtown Flagstaff, the Flagstaff Medical Center, the Sunnyside neighborhood, and the Flagstaff Mall. Because of the diversity of this community, our team, led by Gunn Communications, will develop an approach using a variety of methods, each focused on a specific population such as the students, Hispanic residents, medical and social services, businesses, and residents. Our team includes bilingual outreach staff and with the addition of Jim Cronk, retired City of Flagstaff planner, we have the local knowledge and staff to implement the plan.

Following the NEPA guidelines, we recommend a three-phase outreach approach:

- **Project Awareness:** The outreach effort will start with a goal to create awareness of the study and identify the needs and concerns of the community (public and agency scoping). In addition to the traditional outreach methods, we recommend using NAU students to interview people at major destinations to identify how they traveled to the location, how often they go there, the origin of their trip, what days and times they travel to the location, how they get there, and how likely is it they would use transit if available. An online survey can also be used to gain broader input.
- **Alternatives Development:** The second phase of the project will focus on sharing the potential project alternatives and tradeoffs. The primary goal of this phase is to create awareness of potential transit spine scenarios and to ensure the community is educated about transit alternatives and informed about the upcoming selection of a preferred alternative.

- **Selection of a Preferred Alternative:** The final and most critical phase of the project is engaging the community in a process of selecting an LPA.

DELIVERABLES:

- **Public Involvement Plan (PIP)**
- **Outreach materials**
- **Outreach meetings (up to 10) including preparation time**
- **Project website and ongoing communications materials**
- **Public Outreach Summary Report**

TASK 6 - ENVIRONMENTAL SETTING WITHIN PROPOSED AREAS OF BRT

Kimley-Horn will lead the pre-NEPA process in close coordination with the project team. Select tasks will begin at the initiation of the project, while others will begin after the selection of a LPA. The environmental review will begin with an Environmental Overview of the corridor to help identify fatal flaws to be recognized in developing and screening the initial alternatives. This information will be used to refine the alternatives and select the LPA. NEPA review will begin with evaluation of conditions within a 1-mile buffer of the corridor. The more detailed NEPA review will be focused on the LPA to identify specific findings and potential mitigations necessary to advance a successful LPA.

6.1 Environmental Setting Within Study Corridor

To document the Environmental Setting, the project team will prepare an Environmental Overview (EO). The purpose of the EO is to describe the existing environment within the study area and to identify any documented potential problem areas (fatal flaws) that may be attributed to transportation improvements or potential issues that impact alternatives development or selection. This analysis will address all of the major environmental disciplines and a review of all appropriate resources. Data obtained and evaluated under this task will be used for preliminary screening, selection of the LPA, and documentation supporting the submitted project for FTA/NEPA review and approvals (class of action determination, clearances, permits, SSGA).

The project team will perform the following tasks and provide the appropriate documentation in the EO:

- Water Resources/Water Quality
 - Coordinate with Arizona Department of Water Resources to identify known well sites within the study area.
 - Research and identify any water quality issues for the study, including identification of potential jurisdictional waters (JDs) and permit needs
 - A jurisdictional delineation will not be completed.
 - Make reasonable effort to obtain documents available from previously approved JDs and Section 404/401 permitting through developer actions.
- Sensitive Biological Resources/Topography
 - Conduct a records review and consultation with appropriate federal and state agencies of the study area to determine the potential for encountering threatened, endangered, or proposed endangered species and designated critical habitats for federal, United States Fish and Wildlife Service (USFWS) and BLM, and state, Arizona Game and Fish Department (AZGFD), listed species. Also, to gain information about the physical environment, including plant communities, native plant occurrences, topography, and sensitive species habitat.
 - Identify wildlife crossing corridors and linkages.
 - A windshield field review will occur.
- Archaeological/Historic Resources
 - Records review from the Arizona State Museum, State Historic Preservation Office (SHPO), AZSITE, Bureau of Land Management (BLM) general land office (GLO) maps, and other databases or resources for known historic and archaeological resources present in the study area. A bibliography of resources will be developed, including dates of documents.
 - No consultation or Class I Inventory Report will be prepared.
 - A windshield field review will occur.
- Land Use/Socioeconomic/Title VI/Environmental Justice/Visual Quality
 - Collect the best available data and research the land use, socioeconomic, and visual quality for the study area, including population, employment, and other socioeconomic characteristics.
- Hazardous Materials
 - Obtain a regulatory database report to determine the potential for hazardous materials that may adversely affect the study area.
 - Conduct a database search of existing regulated hazardous material sites and solid waste facilities located within or in the vicinity of the study area.
 - A windshield field review will occur.
- Air Quality
 - Preliminary evaluation for compliance with national standards, including Mobile Source Air Toxins (MSATS) and impacts to regional non-attainment areas.
 - No measurement or modeling will be conducted.
- Noise Impacts
 - Preliminary qualitative evaluation of potential noise impacts/potential receptors.
 - No measurement or modeling will be conducted.

6.2 EO Summary/Conclusions

This section will summarize the finding and make recommendations for alternatives refinement and clearances and permits required for the project as it moves forward through project development and advances to implementation.

DELIVERABLES:

- Environmental Constraints Map
- Environmental Overview
- Documentation of findings in support of Categorical Exclusion (CE)

TASK 7 - ASSESSMENT OF FUNDING SOURCES FOR FTA CAPITAL INVESTMENT GRANTS

7.1 Funding Assessment for FTA Capital Investment Grants

We will develop and evaluate funding sources and funding requirements and pair these with the existing and potential fiscal capacity of the region relative to the alternatives considered. Our approach is widely successful with our clients. We will list and evaluate existing and potential funding sources as follows.

- Existing funding sources – currently used by the transit agency or county including fare revenue
- Enabled funding sources – these are sources of funding enabled in the state for transit capital and/or transit operations but not used by the transit agency or county
- Possible funding sources – these are sources that are being used by transit systems in other states that may be applicable locally
- Other revenue sources – these include a range of potential revenue sources that may include public private partnerships, TOD and Joint Development opportunities, etc.
- FTA Grant sources and opportunities – these include existing discretionary grant programs as well as periodic programs such as TIGER and Livability grants

For each of the potential revenue sources examined, we will assess and document the following factors to assess the source as a likely and viable option. The factors considered are:

- Revenue generation and stability
- Legal requirements
- Administrative requirements
- Political/Public acceptability

The most viable of the funding sources examined will be recommended, and it should be noted that typically we find that bundling several sources is often most effective. The range of viable funding sources will be assessed relative to the alternative scenarios and the preferred alternative to quantify the likely fiscal capacity of the region to make the proposed transit investments. The fiscal capacity assessment will address capacity as per the new FTA requirements,

especially is consideration of alternatives intended to advance through Small Starts.

DELIVERABLES:

- [Technical Memo 7A: Financial Analysis and Funding Plan](#)

TASK 8 ASSESSMENT OF NAIPTA'S CAPACITY TO DELIVER AND OPERATE PROPOSED ROUTE

8.1 Review of NAIPTA's Capacity to Deliver and Operate Proposed Route

Regardless of the technical merits of any proposed alternative, the success of the project is contingent on staff capacity to deliver and operate the proposed service. We will work closely with NAIPTA staff to evaluate its current administrative and management structure and staff capacity, and the financial resources of the community to support the delivery and future operation of the LPA. This task will review key steps and hurdles in the delivery and start-up of the Mountain Link service. These lessons learned will be important to the launch of any new service, particularly on a much longer scale as compared to the original Mountain Link operation.

The project team will outline potential modifications and staff augmentations that may be necessary to ensure smooth delivery of the project, start-up, and initial operations of any selected alternative.

DELIVERABLES:

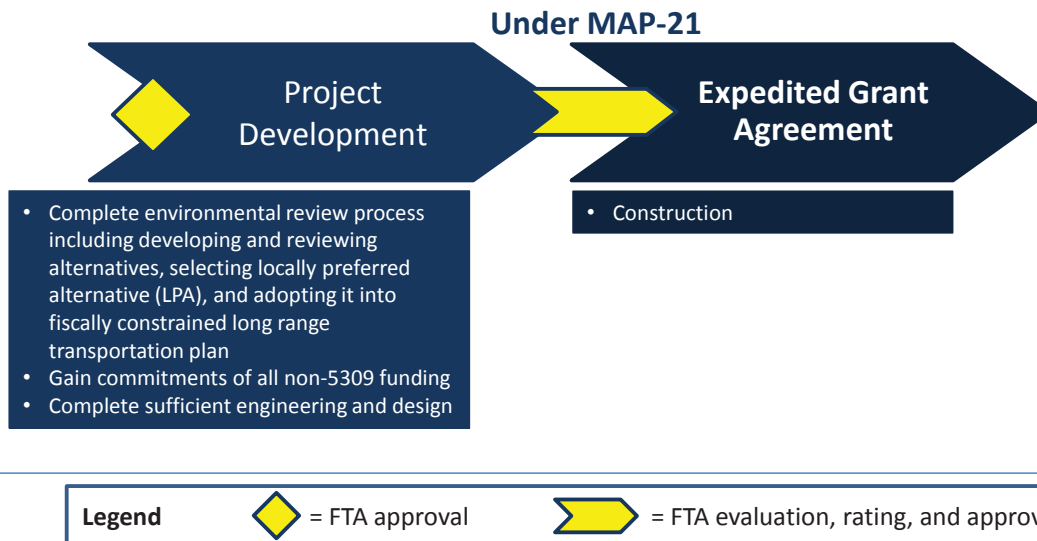
- [Technical Memo: 8A: Assessment of NAIPTA's Operating Capacity for Alternative](#)

TASK 9 SMALL STARTS APPLICATION AND THIRD PARTY REVIEW

9.1 Small Starts Grant Application and Third Party Review

The goal of Task 9 is to create a competitive and fully compliant Small Starts Grant Application with the objective of securing authorization to enter project development and receive an Expedited Grant Agreement based on the outcomes of all previous tasks. This application will leverage the findings of the study and present them in a way that ensures that the project's benefits are fully highlighted and the Small

Small Starts Project Development Process



Our approach to this effort aligns with the FTA Small Starts Project Development Process

Starts evaluation criteria are met. Using our previous experience with Small Starts and Very Small Starts projects, our project team will develop a draft of the Small Starts grant application to be submitted to a qualified third party for review. The third party will be selected by NAIPTA to ensure a thorough, unbiased evaluation of the contents. Upon review, the project team will incorporate comments with NAIPTA's guidance.

DELIVERABLES:

- Prepare Small Starts Grant Application for Third Party Review
- Final Small Starts Grant Application

TASK 10 PROJECT SUMMARY

10.1 Project Summary: Draft Report

The project team will combine and summarize all project elements including purpose and need, alternatives, costs, and supplementary materials into a draft and final report. This document will provide a full narrative of the project process and outcomes. Appendices to this document will include all details about each alternative including screening requirements, costs, etc. In addition appendices will provide full detail about the public outreach process and will also include the final Small Starts Grant Application application submitted to FTA.

10.2 Project Summary: Final Report

Upon submission of the draft report, we will respond to any comments, suggestions, and additions based on one set of non-conflicting comments from NAIPTA staff. This final plan will also include an executive summary suitable for Board presentations.

DELIVERABLES:

- Draft and Final Report

FIRM CAPACITY

To ensure project deliverables are delivered on-time and within budget, our proposed project team has capacity and availability to complete the aforementioned scope of work. Our respective firms also benefit from a "deep bench" of planners and engineers that can be quickly brought up to speed in the unlikely event that additional staff resources are needed to complete the job within the proposed schedule.

PART C: Proposed Fee Schedule

The total fee for this project is \$369,832 including all tasks in the expanded scope presented in this proposal. The budget is broken out by task and firm, and below is the breakdown of hours per person.

We prefer to work on a time and materials basis. We will provide monthly written progress reports that describe the work accomplished, as well as any issues or exceptions to our contracted schedule. Progress payments to be made monthly will not exceed the maximum budgeted amount. Additional work not included in our scope of services will only be undertaken with prior written notice, at additional cost.

Task	Nelson\Nygaard	Kimley-Horn	Gunn Communications	Total
Quality Assurance/Quality Control	\$1,648	\$0	\$0	\$1,648
Task 1 - Project Management	\$24,172	\$30,018	\$8,280	\$41,949
Task 2 - Project Need Overview	\$19,700	\$30,018	\$0	\$52,098
Task 3 - Project Development Phase	\$5,697	\$2,354	\$0	\$9,321
Task 4 - Alternatives Development	\$46,050	\$48,486	\$0	\$99,306
Task 5 - Communication and Outreach	\$22,188	\$230	\$19,440	\$46,548
Task 6 - Environmental Setting	\$6,813	\$42,218	\$0	\$65,596
Task 7 - Funding Assessment	\$4,324	\$230	\$0	\$4,629
Task 8 - NAIPTA Capacity	\$4,324	\$230	\$0	\$5,844
Task 9 - Small Starts Application	\$6,852	\$230	\$0	\$7,082
Task 10 - Draft and Final EIR	\$20,072	\$11,438	\$2,760	\$35,810
Total	\$161,841	\$142,851	\$30,480	\$369,832

Hours per Person			
Nelson\Nygaard		Kimley-Horn	
Randy Farwell, Principal	292	Mike Hermann, Senior Consultant	32
Paul Supawanich, Senior Associate	344	Bruce Beenken, Senior Engineer	22
Briana Lovell, Associate	344	Brent Crowther, Project Manager	156
Steve Boland, Senior Associate	24	Emily Blinkhorn, Environmental Planner	152
Gordon Hansen, Associate	224	Mary Rodin, Senior Planner	68
Paul Paulino, Creative Services	72	Michael Grandy, Senior Engineer	52
Total	1,300	Edgar Torres, Senior Engineer	82
		Jennifer Treymane, Environmental Planner	80
Gunn Communications		Allen Hathcock, Engineer	40
Theresa Gunn	104	Jason Getz, GIS Analyst	40
Jim Cronk	124	Jason Frietas, Project Analyst	160
Total	228	Lyndee Walborn, Project Accounting	19
		Barb Pfeffer, Administrative Support	24
		Total	927

APPENDIX A

City Forms

OFFER (FORM)

TO THE CITY OF FLAGSTAFF:

The undersigned hereby offers and agrees to furnish materials and/or services in compliance with the Solicitation, including Addenda, and as described in this offer made to the City.

Representative or Contact Person's Name: Paul Jewel

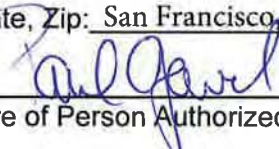
Telephone: 415-284-1544

Fax: 415-284-1554

Offeror (Vendor): Nelson\Nygaard Consulting Associates, Inc.

Address: 116 New Montgomery Street, Suite 500

City, State, Zip: San Francisco, CA 94105


Signature of Person Authorized to Sign Offer

President and COO
Title

Paul Jewel
Printed Name

01/05/2015
Date

Attach: Addenda signed by vendor (if addenda were issued).

VENDOR QUESTIONNAIRE (FORM)

Vendor:

Company Name: Nelson\Nygaard Consulting Associates, Inc.

Doing Business As (if different than above): _____

Address: 116 New Montgomery Street, Suite 500

City: San Francisco

State: CA

Zip: 94105-3603

Phone: 415-284-1544

Fax: 415-284-1554

E-Mail Address: pjewel@nelsonnygaard.com

Website: www.nelsonnygaard.com

Taxpayer Identification Number: 58-2592493

Mailing Address (if different than above):

Address: _____

City: _____

State: _____

Zip: _____

Vendor Contact for Questions about Offer:

Name: Paul Jewel

Fax: 415-284-1554

Phone: 415-284-1544

E-Mail Address: pjewel@nelsonnygaard.com

Transaction Privilege (Sales)Tax/Use Tax Information (check one):

☒ Vendor is located outside Arizona (The City will pay use tax directly to the AZ Dept of Revenue)

OR

☐ Vendor is located in Arizona (The vendor must invoice the applicable state and local tax to City, and remit taxes.)

Arizona Department of Revenue TPT License Number: _____
(Attach proof of registration)

Business License Information (check one):

☒ Vendor does not have a business location within the City of Flagstaff

OR

☐ Vendor has a business location (uses a building) within the City of Flagstaff

CITY OF FLAGSTAFF PURCHASING DIVISION
211 WEST ASPEN AVE.
FLAGSTAFF, ARIZONA 86001

Solicitation No. 2015-04
BUYER: Amy Hagin
PH: (928) 213-2276 FX: (928) 213-2209

Flagstaff Business License Number: _____

Other Licenses (list any existing licenses you have required for work, e.g. Arizona Registrar of Contractor licenses, and attach copies):

n/a

Insurance (who will provide required coverages):

Insurance Company Name BayPoint Benefits

Contact & Phone Number Joel Starke, 415-520-1080

Subcontractors:

List any subcontractors to be utilized, if any.

Kimley-Horn; Gunn Communications, Inc.

REFERENCES (FORM)

REFERENCES. Please submit at least three (3) and no more than five (5) references for projects your company has performed in the last five (5) years demonstrating your experience with providing the services comparable to the Solicitation. The project description should include sufficient detail for the City to evaluate your experience. You should also include the name, title, and telephone number of both the current project owner and the project owner at time of work.

Firm/Government Agency Name: LYNX	
Contact Person: Doug Jamison	Phone: 407-841-2279
Title: Senior ITS Manager	Fax:
Address: 455 North Garland Avenue Orlando, FL 32801	E-Mail Address: djamison@golynx.com
	Reason for Selecting as Reference: Project Manager Reference
Project Date, Size, Complexity, Scope and Duration: FlexBus Demonstration Multiple contracts for total >\$3 million; Concept of Operations, Operations Planning, ITS Applications, Functional Design Grants Development, O&M Costing, System Evaluation	
Firm/Government Agency Name: Jacksonville Transportation Authority	
Contact Person: Suraya Teeple	Phone: 904-598-8711
Title: Senior Transportation Planner	Fax:
Address: 100 North Myrtle Avenue Jacksonville, FL 32203	E-Mail Address: steeple@jtafla.com
	Reason for Selecting as Reference: Provides example of similar work. <i>RPT</i>
Project Date, Size, Complexity, Scope and Duration: BRT Tier 1 EIS - 2008-2011; \$1,200,000 budget; Community and Environmental Resource Review, Impac Analysis, BRT Development, Transit Operational Planning Analysis, Operational Cost Estimation, Supportive Public Participation, Design Criteria Development, Station Concept Planning, Capital Cost Estimates.	
Firm/Government Agency Name: Jacksonville Transportation Authority	
Contact Person: Liz Peak	Phone: 904-633-8535
Title: Community Transit Coordinator	Fax:
Address: 100 North Myrtle Avenue Jacksonville, FL 32203	E-Mail Address: lpeak@jtfla.com
	Reason for Selecting as Reference: Project Manager Reference
Project Date, Size, Complexity, Scope and Duration: Community Shuttle - 2008; \$50,000 budet; Led strategic service development effort to create a combined general public and paratransit operating center to provide paratransit and general public demand responsive and flexible services in the lower density of the service area.	

CITY OF FLAGSTAFF PURCHASING DIVISION
211 WEST ASPEN AVE.
FLAGSTAFF, ARIZONA 86001

Solicitation No. 2015-04
BUYER: Amy Hagin
PH: (928) 213-2276 FX: (928) 213-2209

Firm/Government Agency Name: Capital District Transportation Authority	
Contact Person: Kristina Younger	Phone: 518-437-6852
Title: Director of Strategic Planning	Fax:
Address: 110 Watervliet Avenue Albany, NY 12206	E-Mail Address: kristina@cdta.org
	Reason for Selecting as Reference: BRT Project Example
Project Date, Size, Complexity, Scope and Duration: Albany NY 5 BRT - 2006-2007; \$100,000 budget; Bus Rapid Transit Management and Operations Plan Development with strategies for a three-year transition period from local service to blended BRT/local operations, outlining implementation and the associated service and capital costs.	
Firm/Government Agency Name: City of Berkeley Transportation Division	
Contact Person: Matt Nichols	Phone: 510-981-7068
Title: Project Planner	Fax:
Address: 1947 Center Street, 3rd Floor Berkeley, CA 94704	E-Mail Address: mnichols@ci.berkeley.ca.us
	Reason for Selecting as Reference: BRT Project Example
Project Date, Size, Complexity, Scope and Duration: East Bay Bus Rapid Transit - Multiple contracts < \$99,000; Comprehensive System Performance Analysis, Locally Preferred Alternatives Development, Outreach, Right-of-Way Design, Stop Location Analysis and Adjustment, Transit-Only Lane Design Treatments, FTA-Mandated Operations and Maintenance Plan Production.	

EXCEPTIONS (FORM)

Notations. Any strikeouts, notes or modifications to the Solicitation documents shall be initialed in ink by the authorized person who signs the offer. If notations are made, they must be submitted with your offer and are considered Exceptions.

Exceptions: In addition to any notations on the Solicitation documents, please identify and list any exceptions to the Solicitation, by section/paragraph, on this Exceptions Form. The City reserves the right to reject, accept or further negotiate Exceptions. Exceptions may render the offer non-responsive.

Exceptions to Form of Contract: You may request changes to the form of contract (including any Standard or Special Terms and Conditions) on the Exceptions Form. You may also submit your own form of contract. The City will consider these in the same manner as any other exceptions.

You must indicate any and all exceptions taken to the requirements, specifications, and/or terms and conditions of this Solicitation, including the contract.

Exceptions (INITIAL ONE):

☐ No exceptions

☒ Exceptions taken (describe). Attach additional pages if needed.

First, please add the words "or monthly" after the words "each job completed" in the Section Invoices on page 2 of Exhibit B.

Second, please add the words, "and will be made within 30 days of acceptance" after the words "accepted by City" in the Section Invoices on page 2 of Exhibit B.

Third, please delete the following words "Products/Completed Operations \$1,000,000" from Section 3.a. on page 1 of Exhibit C. Please also delete the words "including products and completed operations of the Contractor" from Section 5.a. on page 2 of Exhibit C. Because Nelson\Nygaard Consulting Associates, Inc. is a transportation consulting firm that provides advice but does not create products, we cannot carry products/completed operations insurance. Our professional liability policy covers our work.

Fourth, Nelson\Nygaard Consulting Associates, Inc. does not own any autos, so please delete the words "Any Automobile or Owned," from Section 3.c. on page 1 of Exhibit C. Please also delete the word "owned," from Section 5.a. on page 2 of Exhibit C. We have non-owned, rented, and hired auto coverage provided via endorsement to our General Commercial Liability policy with limits of \$2,000,000 Combined Single Limit.

Fifth, please delete the first sentence of Section 6 on page 2 of Exhibit C and replace with the words: "Consultant will provide thirty (30) days advanced notice of cancellation, non-renewal or material change, and ten (10) days if for non-payment of premium." This change is requested as our insurer does not provide this type of notice provision or an endorsement to effect it as originally written. Nelson\Nygaard, however, is willing to provide notice as written in the proposed alternate language.

CONFIDENTIAL MATERIALS (FORM)

If you believe part of your offer is confidential, mark the page(s) "CONFIDENTIAL" and isolate the pages as an attachment to this form. Also include an explanation why they are confidential.

Requests to deem the entire offer as confidential will not be considered.

If you want confidential information returned to you after contract award (and you are not selected for contract award), then note this below. You will be responsible for pick up.

Generally, information submitted in response to a Solicitation is subject to disclosure pursuant to the Arizona Public Records Law after contract award.

The information identified as confidential shall not be disclosed until the City makes a written determination whether the information may be treated as confidential. If the City determines it is necessary to disclose the information, the City will inform you in writing.

Confidential/Proprietary Materials (INITIAL ONE):

 x No confidential/proprietary materials have been included with this offer

 Confidential/Proprietary materials are included in this offer. See attached.

COOPERATIVE PURCHASES (FORM)

The City of Flagstaff is a member of Flagstaff Alliance for the Second Century, along with the Coconino County Community College District, Northern Arizona University, Coconino County and Flagstaff Unified School District.

The City is also a member of S.A.V.E. (Strategic Alliance for Volume Expenditures), which consists of numerous municipalities, counties, universities, colleges, schools and other Arizona State agencies.

Cooperative purchasing arrangements such as the above are sanctioned by state law and allow a vendor to sell services and materials to any member of a cooperative group under the same pricing, terms and conditions of contract awarded to the vendor by any other member, following a competitive procurement process.

Is your company willing to offer the goods and services solicited under the terms and conditions of this solicitation to other members of the Flagstaff Alliance for the Second Century and S.A.V.E. under the same pricing, terms and conditions?

☐ Yes ☐ No (INITIAL ONE)

If you answered No, that is acceptable. The City will not reject your offer or consider it to be non-responsive.

If you answered Yes, and a contract is approved, others may seek to do business with you under the same terms and conditions, subject to your approval.

DISCLOSURE (FORM)

Any offer must include this completed form. For any item checked YES, you must provide an explanation, including dates, company name(s), enforcing authority, court, agency, etc. Answering YES to one or more questions does not necessarily mean that you will be disqualified from this Solicitation. **FAILURE TO PROVIDE TRUE AND COMPLETE INFORMATION MAY RESULT IN DISQUALIFICATION FROM THIS SOLICITATION.**

Has your company or any affiliate* in the past 5 years: (i) had a permit revoked or suspended, (ii) been required to pay a fine, judgment or settlement of more than \$100,000, (iii) been convicted of a criminal offense (including a plea of guilty or *nolo contendere*), or (iv) been found in contempt of court, as a result of or in connection with any of the following:

1. Any offense indicating a lack of business integrity or honesty, including fraud, bribery, embezzlement, false claims, false statements, falsification or destruction of records, forgery, obstruction of justice, receiving stolen property, theft, price fixing, proposal rigging, restraint of trade or other antitrust law violation? YES _____ NO x _____
2. Violation of the terms of any public contract? YES _____ NO x _____
3. Failure to pay any uncontested debt to any government agency? YES _____ NO x _____
4. Violation of any law or regulation pertaining to the protection of public health or the environment? YES _____ NO x _____

*An "affiliate" of your company means any person, company or other entity that, either directly or indirectly (for example, through stock ownership by family members), controls, is controlled by, or is under common control with, your company.

Has your company or any affiliate of your company in the past 5 years been named as a party in any lawsuit related to performance of a contract (you do not need to list subcontractor lien claims which have been fully paid/satisfied)?

YES _____ NO x _____

If yes, provide the case name and number, brief description, and disposition or current status.

Has your company or any affiliate of your company in the past 5 years been debarred, disqualified or suspended from submitting proposals on public contracts?

YES _____ NO x _____

I hereby verify that the foregoing information, and any explanation attached are to the best of my knowledge, true and complete.


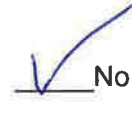
Signature

President and COO
Title

01/05/15
Date

DECLARATION RELATED TO SOLVENCY (FORM)

Is your firm currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or has a trustee or receiver been appointed over all or a substantial portion of the property of your firm under federal bankruptcy law or any state insolvency law?

 Yes  No (INITIAL ONE)

DECLARATION RELATED TO GRATUITIES (FORM)

I hereby verify and declare that, to the best of my knowledge, neither the vendor nor anyone associated with the vendor has given, offered to give, or intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the offer ("Gratuities").


Signature of Person Authorized to Sign Offer

President and COO
Title

DECLARATION OF NON-COLLUSION (FORM)

I hereby verify and declare that:

The pricing for this offer has been arrived at independently and without consultation, communication or agreement with any other vendor who may submit an offer.

The pricing for this offer has not been disclosed to any other vendor who may submit an offer, and will not be, prior to the Closing Date and Time.

No attempt has been made or will be made to induce any firm or person to refrain from submitting an offer, or to submit an offer with higher pricing than this offer, or to submit an intentionally high or noncompetitive offer or other form of complementary offer.

This offer is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.


Signature of Person Authorized to Sign Offer

President and COO
Title

Form: DBE CERT

Disadvantaged Business Enterprises Compliance Certification (Attachment 49 CFR Part 26)

Prime Contractors:

Please indicate your DBE status, and declare any DBE subcontractors you may use. All declared DBE businesses involved in this contract must complete Attachment DBE.5 and return to NAIPTA. All primary contracts must provide a completed DBE compliance certification.

DBE COMPLIANCE CERTIFICATION

I hereby certify that the Offeror has complied with the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in DOT Programs.



Signature of the Bidder or Offeror's Authorized Official

Paul Jewel, President and COO
Name & Title of the Bidder or Offeror's Authorized Official

January 5, 2015
Date

Form H: Disadvantaged Business Enterprises Certification
(Attachment 49 CFR Part 26)

Pg 1 of 2

Complete this section only if it applies to your firm

AFFIDAVIT OF CERTIFICATION

This form must be signed and notarized for each owner upon which disadvantaged status is relied.

A MATERIAL OR FALSE STATEMENT OR OMISSION MADE IN CONNECTION WITH THIS APPLICATION IS SUFFICIENT CAUSE FOR DENIAL OF CERTIFICATION, REVOCATION OF A PRIOR APPROVAL, INITIATION OF SUSPENSION OR DEBARMENT PROCEEDINGS, AND MAY SUBJECT THE PERSON AND/OR ENTITY MAKING THE FALSE STATEMENT TO ANY AND ALL CIVIL AND CRIMINAL PENALTIES AVAILABLE PURSUANT TO APPLICABLE FEDERAL AND STATE LAW.

I, Theresa Gunn (full name printed), swear or affirm under penalty of law that I am President (title) of applicant firm Gunn Communications (firm name) and that I have read and understood all of the questions in this application and that all of the foregoing information and statements submitted in this application and its attachments and supporting documents are true and correct to the best of my knowledge, and that all responses to the questions are full and complete, omitting no material information. The responses include all material information necessary to fully and accurately identify and explain the operations, capabilities and pertinent history of the named firm as well as the ownership, control, and affiliations thereof.

I recognize that the information submitted in this application is for the purpose of inducing certification approval by a government agency. I understand that a government agency may, by means it deems appropriate, determine the accuracy and truth of the statements in the application, and I authorize such agency to contact any entity named in the application, and the named firm's bonding companies, banking institutions, credit agencies, contractors, clients, and other certifying agencies for the purpose of verifying the information supplied and determining the named firm's eligibility.

I agree to submit to government audit, examination and review of books, records, documents and files, in whatever form they exist, of the named firm and its affiliates, inspection of its places(s) of business and equipment, and to permit interviews of its principals, agents, and employees. I understand that refusal to permit such inquiries shall be grounds for denial of certification.

If awarded a contract or subcontract, I agree to promptly and directly provide the prime contractor, if any, and the Department, recipient agency, or federal funding agency on an ongoing basis, current, complete and accurate information regarding (1) work performed on the project; (2) payments; and (3) proposed changes, if any, to the foregoing arrangements.

I agree to provide written notice to the recipient agency or Unified Certification Program (UCP) of any material change in the information contained in the original application within 30 calendar days of such change (e.g., ownership, address, telephone number, etc.).

I acknowledge and agree that any misrepresentations in this application or in records pertaining to a contract or subcontract will be grounds for terminating any contract or

subcontract which may be awarded; denial or revocation of certification; suspension and debarment; and for initiating action under federal and/or state law concerning false statement, fraud or other applicable offenses.

I certify that I am a socially and economically disadvantaged individual who is an owner of the above-referenced firm seeking certification as a Disadvantaged Business Enterprise (DBE). In support of my application, I certify that I am a member of one or more of the following groups, and that I have held myself out as a member of the group(s) (circle all that apply):

Female

Black American

Hispanic American

Native American

Asian- Pacific American Subcontinent Asian American

Other (specify) _____

I certify that I am socially disadvantaged because I have been subjected to racial or ethnic prejudice or cultural bias, or have suffered the effects of discrimination, because of my identity as a member of one or more of the groups identified above, without regard to my individual qualities.

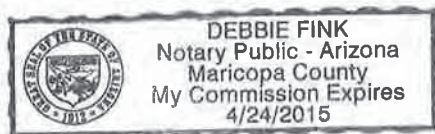
I further certify that my personal net worth does not exceed \$750,000, and that I am economically disadvantaged because my ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not socially and economically disadvantaged.

I declare under penalty of perjury that the information provided in this application and supporting documents is true and correct.

Executed on 12-30-14
(Date)

Signature [Signature]
(DBE Applicant)

NOTARY CERTIFICATE:



[Signature]

**Form I: Disadvantaged Business Enterprises Individual Participation (Attachment 49
CFR Part 26) page 1 of 2**

**DISADVANTAGED BUSINESS ENTERPRISE
INTENDED PARTICIPATION AFFIDAVIT**

CITY OF FLAGSTAFF / NAIPTA (Individual) Intended Participation Affidavit

BID NUMBER RFQ 2015-04 PROJECT NUMBER _____

Directions:

1. An officer of the contractor(s) must sign this form.
2. A separate affidavit must be submitted for each proposed DBE.
3. All partial bid items must be fully explained. If not, the DBE will be assumed responsible for the entire item.
4. The affidavits must be submitted at the time of bid.

Name of DBE: Gunn Commnications

DBE Scope Items List items separately. Partial items must be explained. Use additional copies of this form if necessary.	Item Amount Not to exceed total bid amount.	DBE Credit (\$)
Communication and Outreach	228 Hours	\$30,480
Total		\$ 30,480

Contractor Certification:

I certify that:

- My company has accepted a proposal from the DBE named above.
- My company has notified the proposed DBE of the contracted DBE commitment and this agreement is to be performed in accordance with DBE provisions of this contract.
- My company's use of the proposed DBE for the items of work listed above is a condition of the contract award.
- My company will invite the proposed DBE to attend the preconstruction meeting.
- My company is required to make sufficient reasonable efforts to subcontract either the same or other work to an alternative certified DBE equal to the amount to attain the DBE commitment if a certified DBE is unable or unwilling to perform for work any part of the intended.

- I understand that failure to comply with the information shown on this form will be considered grounds for contract sanctions.

I declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the statement made on this document are true and complete to the best of my knowledge.

Prime Contractor Name & Title: Paul Jewel, President and COO of Nelson\Nygaard

Date: January 5, 2015

Officer Signature: _____

A handwritten signature in blue ink, appearing to read "Paul Jewel", is written over a horizontal line.

Form J: Disadvantaged Business Enterprises Overall Sub Participation
(Attachment 49 CFR Part 26)
NAIPTA (Overall) Intended Participation Affidavit
 DISADVANTAGED BUSINESS ENTERPRISE
 INTENDED PARTICIPATION AFFIDAVIT

BID NUMBER RFQ 2015-04 PROJECT NUMBER

Directions:

1. This form must reflect the information included on the individual affidavit attachment for each DBE.
2. The form must be signed by an officer of the contractor(s).
3. The form must be notarized.
4. The affidavits must be submitted at the time of bid.

Proposed DBE Subcontractors	Type of Work	DBE Credit (\$)
Gunn Communications	Communication and Outreach	\$30,480
(1) Total Value of DBE Commitments		\$ 30,480
(2) Total Bid Amount		\$ 369,832
Percent DBE Participation (Divide Line 1 by Line 2)		\$ 9.09%

Company Name: Nelson Nygaard Consulting Associates, Inc.

Officer Signature: *Karl Glen*

Officer Title: President and COO

Notary Seal:

★ See attached document.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Francisco)

On January 6, 2015 before me, Lisa C. Alway, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Paul A. Jewel
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Lisa C. Alway
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: DBE Overall Sub Participation Document Date: _____
Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Paul A. Jewel
☒ Corporate Officer — Title(s): President + COO
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

PAYMENTS:

In accordance with the Arizona Prompt Payment Law (A.R.S. §28-411), the Agency shall issue payments to Consultants within 21 calendar days after receipt of complete and accurate Payment Report/Invoice unless proper objection is made under the statute. The law also requires the CONSULTANT to pay its Subconsultants within 7 calendar days after receiving payment from the Agency, to the extent of each Subconsultant contractual interest in the payment, subject to provision of the statute.

REPORTING AND SANCTIONS:

- a. The Department is required to collect data on DBE and non-DBE participation to report to FTA on Federal-aid projects. The CONSULTANT is notified that such record keeping is required by the Department for tracking DBE participation.
- b. Therefore, after execution of this CONTRACT and before the first Payment Report/Invoice is submitted to the Agency, the CONSULTANT is required to provide information through the Department's web based DBE system at www.adot.dbesystem.com and enter the name, contact information, and subcontract amounts for all Subconsultants, lower-tier Subconsultants and Direct Expense vendors performing any work on the project.
- c. The CONSULTANT shall report the monthly payments made to all DBE, Non-DBE Subconsultants and Direct Expense Vendors, including all lower-tier Subconsultants, for labor, equipment, and materials.
- d. The CONSULTANT shall provide all such required information for the current month by the 15th calendar day of the following month electronically through the Department's web based DBE system www.adot.dbesystem.com.
- e. All DBE, Non-DBE Subconsultants and Direct Expense Vendors, including all lower-tier Subconsultants, for labor, equipment, and materials shall confirm the payments received from the CONSULTANT electronically through the Department's web based DBE system www.adot.dbesystem.com.
- f. If the CONSULTANT and its Subconsultants do not provide all required DBE payment information the Agency shall deduct \$1,000 for each delinquent report, whether from the CONSULTANT or any of its Subconsultants, from the progress payment for the current month, not as a penalty, but as liquidated damages. If by the following month, the required DBE payment information for the previous month has still not been provided, the Agency shall deduct an additional \$1,000 for each delinquent report. Such deductions shall continue for each subsequent month that the CONSULTANT or its Subconsultants fail to provide the required payment information.
- g. The Agency, at its sole discretion, may terminate the CONTRACT at any time if the Agency determines that the CONSULTANT is not satisfactorily meeting the DBE provisions stated in the CONTRACT.

COUNTING DBE PARTICIPATION:

Only the value of the work actually performed by the DBE can be credited toward DBE participation. Credit is given only after the DBE has been paid for the work performed.

At the completion of the contract, the CONSULTANT shall submit to the Agency a *Certificate of Payments to DBE Firms* affidavit certifying that all DBEs were paid in full for material and/or work promised and performed under the terms of this CONTRACT.

The Consultant shall count only the value of the work actually performed by the DBE toward DBE participation.

- a. CONTRACTS created to artificially create DBE participation are not acceptable; the arrangement shall be within normal industry practices. The DBE shall perform a commercially useful function.
- b. Count the entire amount of that portion of a CONTRACT (or other CONTRACT not covered by paragraph (2) of this section) that is performed by the DBE's own forces. Firms shall include the cost of supplies and materials obtained by the DBE for the work on the CONTRACT, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE Subconsultant purchases or leases from the CONSULTANT or its affiliate).
- c. Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specially required for the performance of a DOT-assisted contract, toward DBE goals, provided the fee is determined to be reasonable and not excessive as compared with the fees customarily allowed for similar services.
- d. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the lower-tier Subconsultant is itself a DBE. Work that a DBE subcontracts to a non-DBE does not count toward DBE goals.
- e. It is presumed that the DBE is not performing a commercially useful function if: (a) a DBE does not perform or exercise responsibility for at least 30 percent (30%) of the total cost of its CONTRACT with its own work force; or (b) 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.

15. Lobbying- Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

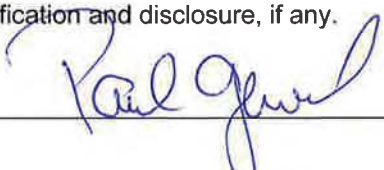
The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Nelson\Nygaard, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Paul Jewel, President & COO Name and Title of Contractor's Authorized Official

January 5, 2015 Date

FORM B: DISCLOSURE OF RESPONSIBILITY STATEMENT

Pg 1 of 2

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

n/a

2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor. (See procurement policy section 7.2 for types of offenses.)

n/a

3. List any convictions or civil judgments under state or federal antitrust statutes.

n/a

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

n/a

5. List any prior suspensions or debarments by any governmental agency.

n/a

6. List any contracts not completed on time.

n/a

7. List any penalties imposed for time delays and/or quality of materials and workmanship.

n/a

8. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.

n/a

FORM B: DISCLOSURE OF RESPONSIBILITY STATEMENT

Pg 2 of 2

I, Paul Jewel, as President and COO
Name of individual Title & Authority

Of Nelson\Nygaard, declare under oath that the above statements, including
(Company Name)

any supplemental responses attached hereto, are true.

Signature

NOTARY:

State of _____

County of _____

Subscribed and sworn to before me on this _____ day of _____,

201__ by _____ representing him/herself to be

_____ of the company named herein.

Notary public

My Commission expires:

** See attached document.*

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of San Francisco

Subscribed and sworn to (or affirmed) before me
 on this 6 day of January, 2015,
 by Paul A. Jewel
 (1) _____



(and (2) _____),
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.

Signature Lisa C. Alway
 Signature of Notary Public

Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Disclosure of Responsibility Statement Document Date: N/A
 Number of Pages: 1 Signer(s) Other Than Named Above: _____

Paul Jewel  being first duly sworn deposes and says:
(Name of Company Representative)

My Commission expires:

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of San Francisco

Subscribed and sworn to (or affirmed) before me
 on this 6 day of January, 2015,
 by Paul A. Jewel
 (1) _____

(and (2) _____),
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.

Signature Lisa C. Alway
 Signature of Notary Public



Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Non-collusion Affidavit Document Date: N/A
 Number of Pages: 1 Signer(s) Other Than Named Above: _____

Form D: Overall Federal Regulation Compliance

All contractual provisions required by State and Federal Transit Administration (FTA), as set forth in FTA Circular 4220.1F are hereby incorporated into this contract 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, or fail to perform any act, or refuse to comply with any NAIPTA requests which would cause NAIPTA to be in violation of the FTA terms and conditions.



Vendor Representative

January 05, 2015

Date

Nelson\Nygaard Consulting Associates, Inc.

Vendor



MEMORANDUM

To: Amy Hagin

From: Randall Farwell

Date: January 21, 2015

Subject: City of Flagstaff RFP No. 2015-04 Transit Spine Route Study - Best and Final

Per discussion with City of Flagstaff staff, we have refined our scope of work and reduced our proposed fee for the Transit Spine Route Study to fit within the available budget of \$297, 673 .

In order to meet the available budget for this project, our team anticipates modifying the scope as follows:

- Limited hours associated with the initial kick-off meeting to one-day for KHA and Gunn Communications combined with a 3-day onsite visit by Nelson\Nygaard staff. (Task 1)
- Reducing number of TAC meetings (from 12-10) which would primarily be teleconference or video conference calls. In person TAC meetings will be coordinated with the 3-4 other on-site presentations/outreach efforts planned during the course of the study. (Task 1)
- Focusing project management and coordination meetings and reviews to roughly 1 hour per month for KHA and Gunn Communications and 3 hours per month for Nelson\Nygaard efforts. This includes all the coordination meetings, calls, etc. that will take place during the study. (Task 1)
- Reducing the proposed budget of ACS (who provides archeological expertise) from \$15,000 to \$7500 for possible archeological review. We will know more about what the likely budget needs are after the initial NEPA screening of the corridor. If major archeological impacts are identified we will 1) adjust the alignment and plans to avoid the impacts, 2) identify potential for mitigation, and 3) if impacts are unavoidable and more definitional work required, we will estimate the additional effort and work with the City, MPO and state to secure funding. Some of the more detailed NEPA work may be postponed until final design. (Task 6)
- Streamlining hours associated with review of previous studies and plans to focus on most directly relevant efforts. (Task 2)
- Reducing the level of detail with the preliminary screening of known environmental issues. (Task 2, supplemented in Task 6)
- Focus Nelson\Nygaard efforts to produce Entry to Project Development. (Task 3)
- Eliminate BRT Best Practices. (Task 4)
- Reduce hours in refinement of screened alternatives – quicker jump from preliminary to refined to detailed LPA using sketch planning then more detail for LPA. (Task 4)
- Focus website/outreach efforts by Nelson\Nygaard and Gunn Communications. (Task 5)

- Limit efforts on Funding (Task 7), Technical Capacity (Task 8), and Small Starts Application (Task 9) to Nelson\Nygaard.
- Streamline hours for all on draft and final reports (Task 10).
- Reduced the number of on-site trips, largely by coordinating and combining activities (meetings and outreach and technical visits) into fewer trips resulting in lower overall direct costs.
- Slight reductions in overall labor hours for each member of the consultant team.

With all proposed budget modifications, our budget is now within the estimated budget amount at \$297,672. The distribution of hours and fee by firm is as shown in the following table.

Firm	Hours	Fee	Share
Nelson\Nygaard	1112	\$147,188	49.4%
Kimley-Horn	732	\$123,604	41.5%
Gunn Communications	196	\$26,880	9.1%
Project Total	2040	\$297,672	100.0%

Exhibit B
CITY OF FLAGSTAFF
STANDARD TERMS AND CONDITIONS

IN GENERAL

NOTICE TO PROCEED: Contractor shall not commence performance until after City has issued a Notice to Proceed.

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.

COMPLIANCE WITH LAWS: Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.

NON-EXCLUSIVE: Unless expressly provided otherwise in the Contract, this Contract is non-exclusive and the City reserves the right to contract with others for materials or services.

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

PURCHASE ORDERS: The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.

QUALITY: Contractor warrants that all materials supplied under this Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials, and will be safe and appropriate for use as normally used. City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

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.

MANUFACTURER'S WARRANTIES: Contractor shall deliver all Manufacturer's Warranties to City upon City's acceptance of the materials.

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.

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.

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.

DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH: Contractor and may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute shall deliver conforming materials, or services, in each installment or lot of the contract a breach of the contract as a whole.

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.

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.

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

INVOICES: A separate invoice shall be issued for each shipment and each job completed, or monthly. Invoices shall include the Contract and/or Purchase Order number, and dates when goods were shipped or work performed. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City and will be made within 30 days of acceptance.

LATE INVOICES: The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

TAXES: Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

FEDERAL EXCISE TAXES: The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

FUEL CHARGES: Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by City.

DISCOUNTS: If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by City.

AMOUNTS DUE TO THE CITY: Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to City or fees and charges owed to City under this Contract.

OFAC: No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

SERVICES

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.

CONTROL: Contractor shall be responsible for the control of the work.

WORK SITE: Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.

SAFEGUARDING PROPERTY: Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work.

QUALITY: All work shall be of good quality and free of defects, performed in a diligent and professional manner.

ACCEPTANCE: If work is rejected by the City due to noncompliance with the Contract, The City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

WARRANTY: Contractor warrants all work for a period of one (1) year following final

acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one-year warranty is in addition to, and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

RECORDS: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

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.

PUBLIC RECORDS: This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

CONTRACT ADMINISTRATION: Contractor will be required to participate in the City's Contract Administration Process. Contractor will be closely monitored for contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION, INSURANCE

GENERAL INDEMNIFICATION: Contractor shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract. This indemnification clause shall not apply, if a different indemnification clause is included in the City's Specific Terms and Conditions.

INSURANCE: Contractor shall maintain all insurance coverage required by the City, including public liability and worker's compensation.

INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract. Contractor shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses, losses, royalties, profits and damages, attorneys fees and costs resulting

from such proceedings or settlement thereof. This indemnification provision shall survive termination or expiration of the Contract.

CONTRACT CHANGES

PRICE INCREASES: Except as expressly provided for in the Contract, no price increases will be approved.

COMPLETE AGREEMENT: The Contract is intended by the parties as a complete and final expression of their agreement.

AMENDMENTS: This Contract may be amended by written

SEVERABILITY: If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.

NO WAIVER: Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

ASSIGNMENT: This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.

BINDING EFFECT: This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

SUBCONTRACTING: Unless expressly prohibited in the Contract, Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall include all the terms and conditions set forth in the Contract which shall apply with equal force to the subcontract. Contractor is responsible for contract performance whether or not subcontractors are used.

NONDISCRIMINATION: Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition any Contractor located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02 Civil Rights which also prohibits discrimination based on sexual orientation, or gender identity or expression.

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 shall require all its personnel to abstain from use or possession of illegal drugs while engaged in performance of this Contract.

IMMIGRATION LAWS: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all State and Federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

TERMINATION FOR DEFAULT: Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition Contract remedies provided for herein.

CITY REMEDIES: In the event of Contractor's default, City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

CONTRACTOR REMEDIES: In the event of City's default, Contractor may pursue all remedies available at law, except as provided for herein.

SPECIAL DAMAGES: In the event of default, neither party shall be liable for incidental, special, or consequential damages.

TERMINATION FOR NONAPPROPRIATION OF FUNDS: The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If this Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by City before the effective date of termination.

TERMINATION DUE TO INSOLVENCY: If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate this Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

PAYMENT UPON TERMINATION: Upon termination of this Contract, City will pay Contractor only for satisfactory performance up until the effective date of termination. City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.

CANCELLATION FOR GRATUITIES: The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.

CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511): The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

ADVERTISING: Contractor shall not advertise or publish information concerning its Contract with City, without the prior written consent of the City.

NOTICES: All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract, or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent. Notice may be sent by email as a secondary form of notice.

THIRD PARTY BENEFICIARIES: This Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.

GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of Arizona.

FORUM: In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

ATTORNEYS FEES: If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys fees, costs, professional fees and expenses.

EXHIBIT C
INSURANCE

1. In General. Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with this Contract by the Contractor, its agents, representatives, employees or contractors.
2. Requirement to Procure and Maintain. Each insurance policy required by this Contract shall be in effect at, or before, commencement of work under this Contract and shall remain in effect until all Contractor's obligations under this Contract have been met, including any warranty periods. The Contractor's failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal will be considered a material breach of this Contract.
3. Minimum Scope and Limits of Insurance. The following insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City does not represent or warrant that the minimum limits set forth in this Contract are sufficient to protect the Contractor from liabilities that might arise out of this Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

Contractor shall provide coverage at least as broad and with limits not less than those stated below.

a. Commercial General Liability - Occurrence Form

General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Each Occurrence	\$1,000,000

b. Umbrella Coverage \$2,000,000

c. Automobile Liability –
~~Any Automobile or Owned~~, Hired
and Non-owned Vehicles
Combined Single Limit Per Accident
for Bodily Injury & Property Damage \$1,000,000

d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$500,000
Disease - Each Employee	\$500,000
Disease - Policy Limit	\$500,000

4. Self-insured Retention. Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents,

employees, and volunteers. Contractor shall be solely responsible for any self-insured retention amounts. City at its option may require Contractor to secure payment of such self insured retention by a surety bond or irrevocable and unconditional letter of credit.

5. Other Insurance Requirements. The policies shall contain, or be endorsed to contain, the following provisions:

- a. Additional Insured. In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents and employees shall be named and endorsed as additional insureds with respect to liability arising out of this Contract and activities performed by or on behalf of the Contractor, ~~including products and completed operations of the Contractor, and automobiles owned, leased, hired or borrowed by the Contractor.~~
- b. Broad Form. The Contractor's insurance shall contain broad form contractual liability coverage.
- c. Primary Insurance. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents and employees, shall be in excess of the coverage of the Contractor's insurance and shall not contribute to it.
- d. Each Insured. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Not Limited. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- f. Waiver of Subrogation. The policies shall contain a waiver of subrogation against the City, its officers, officials, agents and employees for losses arising from work performed by Contractor for the City.

6. Notice of Cancellation. ~~Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits unless prior written notice has been given to the City.~~ *Consultant will provide thirty (30) days advanced notice of cancellation, non-renewal or material change, and ten (10) days if for non-payment of premium.* Notices required by this section shall be sent directly to the Buyer listed in the original Solicitation and shall reference the Contract Number:

Attention: Amy Hagin, Buyer
Contract No. 2015-04
Purchasing Department
City of Flagstaff,
211 W. Aspen Avenue
Flagstaff, Arizona 86001.

7. Acceptability of Insurers. Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that

the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

8. Certificates of Insurance. The Contractor shall furnish the City with certificates of insurance (ACORD form) as required by this Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City project/contract number and project description shall be noted on the certificates of insurance. The City must receive and approve all certificates of insurance before the Contractor commences work.

9. Policies. The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Contract at any time. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

10. Modifications. Any modification or variation from the insurance requirements in this Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.



GRANT PROVISIONS

Grant Agency: Federal Transportation Authority (FTA) through Arizona Department of Transportation (ADOT), Section 5304 Federal Transportation Planning Funds

Grant Name: Bus Rapid Transit Spine Corridor Study

Project Number: 2015-04

1. **Fly America Requirements** - 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 and subrecipients 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.
2. **Buy America** - 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 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, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

3. **Energy Conservation** - The contractor agrees to comply with 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.
4. **Clean Air and Water** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . Compliance with section 306 Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
5. **Access to Records** - The following access to records requirements apply to this Contract:

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 agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

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. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized 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 is receiving federal financial 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 \$100,000.

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 agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly 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.

Where any 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 Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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).

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

7. Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8. No Obligation by the Federal Government.

(1) The Purchaser 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 Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

9. Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) 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) on the Contractor, to the extent the Federal Government deems appropriate.

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

10. Suspension and Debarment

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.

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 **FMPO**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **FMPO**, 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.

11. Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

12. Civil Rights - The following requirements apply to the underlying contract:

(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, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:

i. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit 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 FTA may issue.

ii. *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 FTA may issue.

iii. *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 FTA may issue.

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

13. Incorporation of FTA Terms - FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding 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 4220.1F 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 CITY OF FLAGSTAFF/NAIPTA requests which would cause CITY OF FLAGSTAFF/NAIPTA to be in violation of the FTA terms and conditions.

14. Disadvantaged Business Enterprise Program

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; and
- (6) To assist in the development of firms that can compete successfully in the market place outside the DBE program.

It is also the policy of the Department to facilitate and encourage participation of Small Business Concerns (SBCs) in USDOT-assisted contracts. The consultant is encouraged to eliminate obstacles to contract performance by SBCs and to utilize SBCs when feasible. USDOT regulations require a recipient of federal funding and all of its subrecipients to implement an approved DBE Program that consists of establishing a statewide DBE utilization goal. The AGENCY as a subrecipient of the Department is required to follow the Department established DBE provisions.

Assurances of Non-Discrimination:

The consultant, subrecipient, or subconsultant shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts. 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 or such other remedy as the state deems appropriate. The consultant, subrecipient, or subconsultant shall ensure that all subcontract agreements contain this non-discrimination assurance.

Definitions:

(A) 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.

(B) 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, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, 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 Commonwealth 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.

(D) Non-DBE: any firm that is not a DBE.

(E) RACE-CONSCIOUS: a measure or program is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

(F) RACE-NEUTRAL: a measure or program is one that is, or can be, used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

(G) SMALL BUSINESS CONCERN: 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 dominate 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.

The Department has established an overall annual goal for DBE participation on Federal-aid contracts. The Department intends to meet the goal with a combination of race-conscious and race-neutral efforts. Race-conscious participation occurs where the CONSULTANT uses a percentage of DBEs to meet a 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, is awarded a subcontract on a project without DBE goals, and is awarded a subcontract from a prime CONSULTANT that did not consider the firm's DBE status.

GOALS:

The Department has not established contract goals for DBE participation in this contract. CONSULTANTS are still encouraged to employ reasonable means to obtain DBE participation. CONSULTANTS 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.

COMPLIANCE:

The CONSULTANT and its Subconsultants, Lower-tier Subconsultants and Vendors are subject to DBE compliance monitoring and are required to provide any requested DBE CONTRACT compliance-related data in hard copy or electronically as determined by the Department, including written agreements between the CONSULTANT and Subconsultant DBEs.

Form: DBE CERT

Disadvantaged Business Enterprises Compliance Certification (Attachment 49 CFR Part 26)

Prime Contractors:

Please indicate your DBE status, and declare any DBE subcontractors you may use. All declared DBE businesses involved in this contract must complete Attachment DBE.5 and return to NAIPTA. All primary contracts must provide a completed DBE compliance certification.

DBE COMPLIANCE CERTIFICATION

I hereby certify that the Offeror has complied with the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in DOT Programs.

Signature of the Bidder or Offeror's Authorized Official

Name & Title of the Bidder or Offeror's Authorized Official

Date

**Form H: Disadvantaged Business Enterprises Certification
(Attachment 49 CFR Part 26)**

Pg 1 of 2

Complete this section only if it applies to your firm

AFFIDAVIT OF CERTIFICATION

This form must be signed and notarized for each owner upon which disadvantaged status is relied.

A MATERIAL OR FALSE STATEMENT OR OMISSION MADE IN CONNECTION WITH THIS APPLICATION IS SUFFICIENT CAUSE FOR DENIAL OF CERTIFICATION, REVOCATION OF A PRIOR APPROVAL, INITIATION OF SUSPENSION OR DEBARMENT PROCEEDINGS, AND MAY SUBJECT THE PERSON AND/OR ENTITY MAKING THE FALSE STATEMENT TO ANY AND ALL CIVIL AND CRIMINAL PENALTIES AVAILABLE PURSUANT TO APPLICABLE FEDERAL AND STATE LAW.

I _____ (full name printed), swear or affirm under penalty of law that I am _____ (title) of applicant firm _____ (firm name) and that I have read and understood all of the questions in this application and that all of the foregoing information and statements submitted in this application and its attachments and supporting documents are true and correct to the best of my knowledge, and that all responses to the questions are full and complete, omitting no material information. The responses include all material information necessary to fully and accurately identify and explain the operations, capabilities and pertinent history of the named firm as well as the ownership, control, and affiliations thereof.

I recognize that the information submitted in this application is for the purpose of inducing certification approval by a government agency. I understand that a government agency may, by means it deems appropriate, determine the accuracy and truth of the statements in the application, and I authorize such agency to contact any entity named in the application, and the named firm's bonding companies, banking institutions, credit agencies, contractors, clients, and other certifying agencies for the purpose of verifying the information supplied and determining the named firm's eligibility.

I agree to submit to government audit, examination and review of books, records, documents and files, in whatever form they exist, of the named firm and its affiliates, inspection of its places(s) of business and equipment, and to permit interviews of its principals, agents, and employees. I understand that refusal to permit such inquiries shall be grounds for denial of certification.

If awarded a contract or subcontract, I agree to promptly and directly provide the prime contractor, if any, and the Department, recipient agency, or federal funding agency on an ongoing basis, current, complete and accurate information regarding (1) work performed on the project; (2) payments; and (3) proposed changes, if any, to the foregoing arrangements.

I agree to provide written notice to the recipient agency or Unified Certification Program (UCP) of any material change in the information contained in the original application within 30 calendar days of such change (e.g., ownership, address, telephone number, etc.).

I acknowledge and agree that any misrepresentations in this application or in records pertaining to a contract or subcontract will be grounds for terminating any contract or

subcontract which may be awarded; denial or revocation of certification; suspension and debarment; and for initiating action under federal and/or state law concerning false statement, fraud or other applicable offenses.

I certify that I am a socially and economically disadvantaged individual who is an owner of the above-referenced firm seeking certification as a Disadvantaged Business Enterprise (DBE). In support of my application, I certify that I am a member of one or more of the following groups, and that I have held myself out as a member of the group(s) (circle all that apply):

Female Black American Hispanic American Native American

Asian- Pacific American Subcontinent Asian American

Other (specify) _____.

I certify that I am socially disadvantaged because I have been subjected to racial or ethnic prejudice or cultural bias, or have suffered the effects of discrimination, because of my identity as a member of one or more of the groups identified above, without regard to my individual qualities.

I further certify that my personal net worth does not exceed \$750,000, and that I am economically disadvantaged because my ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not socially and economically disadvantaged.

I declare under penalty of perjury that the information provided in this application and supporting documents is true and correct.

Executed on _____
(Date)

Signature _____
(DBE Applicant)

NOTARY CERTIFICATE:

**Form I: Disadvantaged Business Enterprises Individual Participation (Attachment 49
CFR Part 26) page 1 of 2**

DISADVANTAGED BUSINESS ENTERPRISE

INTENDED PARTICIPATION AFFIDAVIT

CITY OF FLAGSTAFF / NAIPTA (Individual) Intended Participation Affidavit

BID NUMBER _____ PROJECT NUMBER _____

Directions:

1. An officer of the contractor(s) must sign this form.
2. A separate affidavit must be submitted for each proposed DBE.
3. All partial bid items must be fully explained. If not, the DBE will be assumed responsible for the entire item.
4. The affidavits must be submitted at the time of bid.

Name of DBE: _____

DBE Scope Items List items separately. Partial items must be explained. Use additional copies of this form if necessary.	Item Amount Not to exceed total bid amount.	DBE Credit (\$)
Total		\$

Contractor Certification:

I certify that:

- My company has accepted a proposal from the DBE named above.
- My company has notified the proposed DBE of the contracted DBE commitment and this agreement is to be performed in accordance with DBE provisions of this contract.
- My company's use of the proposed DBE for the items of work listed above is a condition of the contract award.
- My company will invite the proposed DBE to attend the preconstruction meeting.
- My company is required to make sufficient reasonable efforts to subcontract either the same or other work to an alternative certified DBE equal to the amount to attain the DBE commitment if a certified DBE is unable or unwilling to perform for work any part of the intended.

- I understand that failure to comply with the information shown on this form will be considered grounds for contract sanctions.

I declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the statement made on this document are true and complete to the best of my knowledge.

Prime Contractor Name & Title: _____

Date: _____

Officer Signature: _____

Form J: Disadvantaged Business Enterprises Overall Sub Participation
(Attachment 49 CFR Part 26)
NAIPTA (Overall) Intended Participation Affidavit
 DISADVANTAGED BUSINESS ENTERPRISE
 INTENDED PARTICIPATION AFFIDAVIT

BID NUMBER _____ PROJECT NUMBER _____

Directions:

1. This form must reflect the information included on the individual affidavit attachment for each DBE.
2. The form must be signed by an officer of the contractor(s).
3. The form must be notarized.
4. The affidavits must be submitted at the time of bid.

Proposed DBE Subcontractors	Type of Work	DBE Credit (\$)
(1) Total Value of DBE Commitments		\$
(2) Total Bid Amount		\$
Percent DBE Participation (Divide Line 1 by Line 2)		\$

Company Name: _____

Officer Signature: _____

Officer Title: _____

Notary Seal:

PAYMENTS:

In accordance with the Arizona Prompt Payment Law (A.R.S. §28-411), the Agency shall issue payments to Consultants within 21 calendar days after receipt of complete and accurate Payment Report/Invoice unless proper objection is made under the statute. The law also requires the CONSULTANT to pay its Subconsultants within 7 calendar days after receiving payment from the Agency, to the extent of each Subconsultant contractual interest in the payment, subject to provision of the statute.

REPORTING AND SANCTIONS:

- a. The Department is required to collect data on DBE and non-DBE participation to report to FTA on Federal-aid projects. The CONSULTANT is notified that such record keeping is required by the Department for tracking DBE participation.
- b. Therefore, after execution of this CONTRACT and before the first Payment Report/Invoice is submitted to the Agency, the CONSULTANT is required to provide information through the Department's web based DBE system at www.adot.dbesystem.com and enter the name, contact information, and subcontract amounts for all Subconsultants, lower-tier Subconsultants and Direct Expense vendors performing any work on the project.
- c. The CONSULTANT shall report the monthly payments made to all DBE, Non-DBE Subconsultants and Direct Expense Vendors, including all lower-tier Subconsultants, for labor, equipment, and materials.
- d. The CONSULTANT shall provide all such required information for the current month by the 15th calendar day of the following month electronically through the Department's web based DBE system www.adot.dbesystem.com.
- e. All DBE, Non-DBE Subconsultants and Direct Expense Vendors, including all lower-tier Subconsultants, for labor, equipment, and materials shall confirm the payments received from the CONSULTANT electronically through the Department's web based DBE system www.adot.dbesystem.com.
- f. If the CONSULTANT and its Subconsultants do not provide all required DBE payment information the Agency shall deduct \$1,000 for each delinquent report, whether from the CONSULTANT or any of its Subconsultants, from the progress payment for the current month, not as a penalty, but as liquidated damages. If by the following month, the required DBE payment information for the previous month has still not been provided, the Agency shall deduct an additional \$1,000 for each delinquent report. Such deductions shall continue for each subsequent month that the CONSULTANT or its Subconsultants fail to provide the required payment information.
- g. The Agency, at its sole discretion, may terminate the CONTRACT at any time if the Agency determines that the CONSULTANT is not satisfactorily meeting the DBE provisions stated in the CONTRACT.

COUNTING DBE PARTICIPATION:

Only the value of the work actually performed by the DBE can be credited toward DBE participation. Credit is given only after the DBE has been paid for the work performed.

At the completion of the contract, the CONSULTANT shall submit to the Agency a *Certificate of Payments to DBE Firms* affidavit certifying that all DBEs were paid in full for material and/or work promised and performed under the terms of this CONTRACT.

The Consultant shall count only the value of the work actually performed by the DBE toward DBE participation.

- a. CONTRACTS created to artificially create DBE participation are not acceptable; the arrangement shall be within normal industry practices. The DBE shall perform a commercially useful function.
- b. Count the entire amount of that portion of a CONTRACT (or other CONTRACT not covered by paragraph (2) of this section) that is performed by the DBE's own forces. Firms shall include the cost of supplies and materials obtained by the DBE for the work on the CONTRACT, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE Subconsultant purchases or leases from the CONSULTANT or its affiliate).
- c. Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specially required for the performance of a DOT-assisted contract, toward DBE goals, provided the fee is determined to be reasonable and not excessive as compared with the fees customarily allowed for similar services.
- d. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the lower-tier Subconsultant is itself a DBE. Work that a DBE subcontracts to a non-DBE does not count toward DBE goals.
- e. It is presumed that the DBE is not performing a commercially useful function if: (a) a DBE does not perform or exercise responsibility for at least 30 percent (30%) of the total cost of its CONTRACT with its own work force; or (b) 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.

15. Lobbying- Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

FORM B: DISCLOSURE OF RESPONSIBILITY STATEMENT

Pg 1 of 2

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor. (See procurement policy section 7.2 for types of offenses.)

3. List any convictions or civil judgments under state or federal antitrust statutes.

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

5. List any prior suspensions or debarments by any governmental agency.

6. List any contracts not completed on time.

7. List any penalties imposed for time delays and/or quality of materials and workmanship.

8. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.

FORM B: DISCLOSURE OF RESPONSIBILITY STATEMENT

Pg 2 of 2

I, _____, as _____
Name of individual Title & Authority

Of _____, declare under oath that the above statements, including
(Company Name

any supplemental responses attached hereto, are true.

Signature

NOTARY:

State of _____

County of _____

Subscribed and sworn to before me on this _____ day of _____,

201__ by _____ representing him/herself to be

_____ of the company named herein.

Notary public

My Commission expires:

FORM C: NON-COLLUSION AFFIDAVIT

_____ being first duly sworn deposes and says:
(Name of Company Representative)

That she/he is _ of _____ (Title)
(Name of Company)

and that pursuant to Section 112 (C) of Title 23 USC, he/she certifies as follows: That
neither he/she nor anyone associated with the said

(Name of Company)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken
any action in restraint of free competitive bidding for the proposal for the:

RFQ 2015-04
Transit Spine Route Study Consulting Services

NOTARY:

State of _____

County of _____

Subscribed and sworn to before me on this _____ day of _____,

201__ by _____ representing him/herself to be

_____ of the company named herein.

Notary public

My Commission expires:

Form D: Overall Federal Regulation Compliance

All contractual provisions required by State and Federal Transit Administration (FTA), as set forth in FTA Circular 4220.1F are hereby incorporated into this contract 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, or fail to perform any act, or refuse to comply with any NAIPTA requests which would cause NAIPTA to be in violation of the FTA terms and conditions.

Vendor Representative

Date

Vendor

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Glorice Pavey, Recreation Supervisor
Co-Submitter: Brian Grube, Recreation Services Director
Date: 01/02/2015
Meeting Date: 02/17/2015



TITLE:

Consideration and Approval of Street Closure: Flagstaff Earth Day

RECOMMENDED ACTION:

Approve the street closure at Aspen Ave between San Francisco Street and Leroux street on April 18, 2015 from 7:00 am - 4:30 pm.

Executive Summary:

After years of holding the annual Earth Day celebration on the City Hall lawn, community members and vendors have requested that the Sustainability Program move the event downtown to give it more of a community feel. As a result, the Sustainability Program and Sustainability Commission would like to move the 2015 Earth Day event to Heritage Square. In order to accommodate 55 vendors and an average of 1,500 participants we would like to propose an 8:00 am – 5:00 pm street closure for the one block of Aspen adjacent to Heritage Square (Leroux to San Francisco). The vendors in the street will sit back to back, allowing for two rows of tables along Aspen in order to keep the sidewalks clear and a 16 foot pathway down the middle of the street. In an effort to ensure that Earth Day is a good fit for the downtown, Sustainability Program staff began outreach to downtown businesses and the Downtown Business Alliance in July 2014. Staff spoke to 30 businesses on Aspen, San Francisco, Leroux, and Heritage Square about the event. Responses ranged from enthusiastically in support of the event to neutral or supportive with concerns about competing vendors. Staff was able to address concerns by modifying the event. For example, businesses were concerned about competing food vendors and, in an effort to increase traffic to surrounding restaurants, there will be food vendors at this event.

By allowing the 2015 Earth Day event as an exception to the Special Event Permit Regulations regarding the full closure of Aspen Ave (between San Francisco Street and Leroux Street), the City is providing a safe alternative location for a community event.

Subsidiary Decisions Points: No subsidiary decision points.

Financial Impact:

Street closures have the potential to change traffic patterns for local businesses.

Connection to Council Goal and/or Regional Plan:**COUNCIL GOALS:**

Does not meet a Council goal.

REGIONAL PLAN:**Transportation:**

Goal T.1. Improve mobility access throughout the region.

Economic Development:

Goal ED.3. Regional economic development partners support the start-up, retention, and expansion of existing business enterprises.

Goal ED.6. Tourism will continue to provide a year-round source for the community, while expanding specialized tourist resources and activities.

Goal ED.7. Continue to promote and enhance Flagstaff's unique sense of place as an economic development driver.

Has There Been Previous Council Decision on This:

Other events have received this exception in the past. This is the first time that the Flagstaff Earth Day event has asked for a street closure in the north downtown historic district.

Options and Alternatives:

Deny the request to close the proposed downtown streets.

- Pro: Closure of streets in the north downtown historic district have the potential to negatively impact business in this area. By not allowing the closure, these north downtown businesses and residents could count on the ordinary flow of traffic and parking.
- Con: This has been a well-attended event when held on the front lawn of City Hall. This event has the potential to bring participants into the north downtown historic district and increase retail and restaurant sales.

Background/History:

The 2015 Flagstaff Earth Day is organized by the Sustainability Program and Sustainability Commission. Now in its eighth year, Earth Day has proven to be a successful and well attended community event. Earth Day is an event that brings together local businesses and non-profits and provides a chance to educate the community regarding a wide range of environmental initiatives. In the past, the event has consistently drawn over 50 organizations educating the public as well as performances from several bands and a DJ. Earth Day 2014 kicked off with a successful community service filled-morning with 50 volunteers contributing 100 service hours to clean up 60 bags of litter. The event resulted in the collection of 39 car seats, 6 tons of paper, and 9,541 pounds of e-waste for recycling. As part of Earth Day 2015, the Sustainability Program will continue to provide electronics recycling drop-off, car seat recycling, and sensitive document disposal in the Wheeler Park parking lot. Additional activities include a community clean up, an educational workshops series, a reuse fashion show, childrens' crafts, face painting, and dancing. In past years Earth Day has been held on City Hall lawn and in the parking lot adjacent to City Hall. In response to requests from community members, the Sustainability Program and Sustainability Commission would like to move the 2015 Earth Day event to Heritage Square to better connect with the Flagstaff community.

Key Considerations:

The current special event permit regulations do not allow for the full closure of one-way downtown streets. Deviations from the special event permit packet have been approved by City Council on a case-by-case basis. The Flagstaff Fire Department requires that there be a fire land and access to all hydrant and water hook-ups on the streets.

Community Benefits and Considerations:

The Flagstaff Earth Day celebration draws approximately 1,500 residents and visitors to the downtown area. It generates business for Flagstaff shops and restaurants. The event regularly draws from both private and public sector and provides activities. Earth Day provides a fun and exciting atmosphere where community members can learn about and participate in different environmentally focused workshops, tables and projects.

Community Involvement:

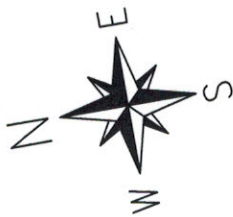
Involve: Sustainability Program staff began outreach to downtown businesses and the Downtown Business Alliance in July 2014. Staff spoke to 30 businesses on Aspen, San Francisco, Leroux, and Heritage Square about the event to better understand ways to involve the business community. Responses ranged from enthusiastically in support of the event to neutral or supportive with concerns about competing vendors. Staff was able to address concerns by modifying the event. For example, businesses were concerned about competing food vendors and, in an effort to increase traffic to surrounding restaurants, there will be no food vendors at this event. In addition, staff sought feedback and received approval from the Sustainability Commission regarding the event location move.

Attachments: Traffic Control Plan

REVISION: **A**

REV DATE: XX/XX/XX

POSTED SPEED LIMIT **25**



NOTE: NO PARKING SIGNS TO BE SET ON ASPEN AVE. - LEROUX ST. TO SAN FRANCISCO ST. 24 HOURS PRIOR TO EVENT.

LEGEND	
	=ARROWBOARD
	=HIGH-LEVEL
	=SIGN STAND
	=VERTICAL PANEL
	O = CONE
	H = TYPE-1
	□ = TYPE-2
	▢ = TYPE-3
	X = EXISTING

TCP APPROVED BY: _____ DATE: _____

 DRAWN BY: STEPHEN MILLER, T122194 DATE CREATED: 12/15/14	General Operations Manager: John Ledbetter Jr. Office: 602-288-6350 TCP Fax: 602-288-6361 Dispatch: 602-288-6363 24 Hours: 602-920-4652		NOTES: PLAN IS NOT TO SCALE This is a vehicular and/or pedestrian plan only. Pedestrian access shall be maintained if possible. All applicable equipment shall have sandbags and flags. This traffic control plan is for day and/or night time use. Business and local traffic shall be maintained when possible. Bump signs shall be placed in front of ALL steel plates in the roadway. Conflicting existing signs shall be covered for temporary traffic control. Equipment list is approximate, plan is subject to changes made in the field.	
	SIGN SIZE: 48"X48" 36"X36" X		Reviewed by: _____ Date: _____ -Action Employee-	
	TCP NAME: 121514-001 MUNICIPAL: CITY OF FLAGSTAFF LOCATION: ASPEN AVE. TYPE OF SET-UP: ROAD CLOSURE		CONTRACTOR: FLAGSTAFF SUSTAINABILITY CONTACT NAME: ELIZABETH CHAMPAGNE CONTRACTOR'S NUMBER: 928-213-2152 CONTRACTOR'S FAX: XXX-XXX-XXXX	
	START DATE: 04/18/15 END DATE: 04/18/15 WORK HOURS: 0800-1700			

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Michelle D'Andrea, City Attorney
Co-Submitter: Rick Barrett, City Engineer
Date: 02/05/2015
Meeting Date: 02/17/2015



TITLE:

Consideration and Adoption of Ordinance No. 2015-01: An ordinance of the Mayor and Council of the City of Flagstaff, Arizona amending Title 10 Section 20 of the City Code regarding Subdivision Assurances.

RECOMMENDED ACTION:

At the February 17, 2015, Council Meeting

- 1) Read Ordinance No. 2015-01 by title only for the first time on February 17, 2015
- 2) City Clerk reads Ordinance No. 2015-01 by title only (if approved above)

At the March 3, 2015, Council Meeting

- 3) Read Ordinance No. 2015-01 by title only for the final time
- 4) City Clerk reads Ordinance No. 2015-01 by title only (if approved above)
- 5) Adopt Ordinance No. 2015-01

Executive Summary:

The City of Flagstaff, like many other Arizona cities, experienced problems with failed subdivisions during the Great Recession. This revision to the City Code will strengthen the City's ability to complete subdivision infrastructure when the City finds it to be in the citizen's best interests. Specifically, this ordinance will clarify that successors to original developers are required to post adequate subdivision assurances when they obtain title to the subdivision property. It will also provide increased flexibility for the City Engineer as to the types of acceptable assurances and the ability to increase the amount of the assurances in certain instances.

Financial Impact:

Adoption of this ordinance would have a positive financial impact, especially in bad financial times when subdivisions may fail.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOAL:

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

REGIONAL PLAN:

Goal WR.4 Logically enhance and extend the City's public water, wastewater, and reclaimed water services including their treatment, distribution, and collection systems in both urbanized and newly

developed areas of the City to provide an efficient deliver of services.

Goal T.8 Establish a functional, safe, and aesthetic hierarchy of roads and streets.

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

Has There Been Previous Council Decision on This:

Council discussed this possible revision to the City Code in a work session on January 27, 2015 and provided direction to the City Attorney's office during an executive session on September 30, 2014.

Options and Alternatives:

Council may adopt the recommended changes to protect the City fiscally when subdivisions fail.

Council may reject the changes and determine that the community is better served by accepting some risk of failed subdivisions.

Council may accept some of the proposed changes and reject others.

Background/History:

Often during challenging financial times developers go bankrupt or sell their subdivision property to others due to financial problems. Sometimes the subdivisions are partially constructed when the property changes hands. Other times the subdivision is not at all constructed, but the roads in the subdivision are needed to connect to other properties. In these instances the City would be better protected by clear language in its Code that requires successor developers to post financial assurances to provide funds for completion of the subdivision infrastructure when the City determines that it is beneficial to complete or partially complete construction of the infrastructure.

Key Considerations:

The proposed changes to the Code would not alter the City's discretion as to whether it will call upon the assurance if the developer does not perform. The City's discretion is indicated in Section 10-20.100.040 (C)(1) and in the City's Assurance of Performance Agreement.

Expanded Options and Alternatives:

The proposed amendment to the Code would also make several minor changes:

1. It would allow the City to enter into a Third Party Trust agreement in lieu of an agreement for assurances. The Third Party Trust agreement prevents a developer from selling the subdivision or a portion of the subdivision to anyone before the infrastructure is completed and accepted by the City.
2. It clarifies that the City may require assurances for private amenities included in subdivision plats such as clubhouses, pools, etc.
3. It clarifies that assurances are not required if the infrastructure has been constructed and accepted by the City Engineer.
4. It allows the City Engineer to require separate assurances for different types of infrastructure or to secure the site.
5. It allows the City Engineering to require larger assurances if estimates related to franchise utilities are underestimated.
6. It allows the City to hold a portion of the assurances until the one-year warranty period for the infrastructure expires.
7. It clarifies that the City may deduct its costs for administering an assurance form the proceeds if necessary.
8. It allows the City Engineer to increase the amount of the assurance due to change in circumstances when granting a time extension for completion of the infrastructure.

ORDINANCE NO. 2015-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, *ZONING CODE*, CHAPTER, 20, *ADMINISTRATION, PROCEDURES AND ENFORCEMENT*, DIVISION 100, *ASSURANCE OF PERFORMANCE FOR CONSTRUCTION* AND REPEALING CONFLICTING ORDINANCES, PROVIDING FOR SEVERABILITY AND AUTHORITY FOR CLERICAL CORRECTIONS AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Council of the City of Flagstaff believes it is in the best interests of the City to amend its City Code regarding subdivision assurances to clarify that successor developers must post new bonds upon obtaining title to the subdivision property and make other appropriate changes to the Code; and

WHEREAS, the City is empowered to make such changes under its Charter and state law.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Flagstaff City Code, Title 10, Chapter 20, Division 100 is hereby amended as set forth below (deletions shown as stricken, and additions shown as capitalized text):

10-20.100.010 Purpose

The purpose of this Division is to comply with Arizona law regarding assurances of performance and to ~~ensure the installation of required public and private infrastructure improvements for new subdivisions (City Code Title 11, Subdivision and Land Split Regulations) and residential and non-residential development~~ set forth the City's expectations of developers regarding subdivision infrastructure.

10-20.100.020 Applicability

A. The provisions of this ~~D~~ivision apply to the following:

1. Public improvements within City public rights-of-way;
2. Public improvements on private property within easements; and,
3. For subdivisions, private improvements on public and private property, including, but not limited to:
 - a. Franchise utilities (such as electric, gas, phone, or cable);
 - b. Drainage improvements;

- c. Landscaping as identified and approved by the preliminary plat; and,
- d. Private streets and alleys.

e. Other private amenities included in the subdivision plat such as clubhouses, pools, ramadas, etc.

10-20.100.030 Assurances Required

~~Not~~ If the public and private subdivision infrastructure has not been constructed and accepted by the City Engineer, no final plat shall be recorded, nor shall a building permit be issued, ~~unless~~ until the applicant has posted an assurance of performance as set forth in Section 10-20.100.040, (Acceptable forms of Assurance of Performance) - ~~Acceptable Forms~~ below. If the applicant or any of its successors or assigns obtains by any means a portion of the platted property before the improvements described in Section 10-20.100.020 have been accepted by the City Engineer in writing, then the new property owner must post a new assurance as set forth in Section 10-20.100.040 below and sign a new Assurance of Performance, ~~below~~, Agreement. The City Engineer may require a new Engineer's Estimate at this time, or may require reasonable increases in the amount of the assurance due to increased costs, inflation or other appropriate reason. Any remaining assurance posted by the applicant (or a successor) will not be released until the successor has posted the new assurance and signed the Assurance of Performance Agreement.

In lieu of the requirements above, a third-party trust agreement with the City that prohibits conveyance of title to the subdivision or any portion of the subdivision until after the infrastructure has been constructed and accepted by the City Engineer may replace the assurances required above if it is in a form of agreement acceptable to the City.

10-20.100.040 Acceptable Forms of Assurance of Performance

A. The City Engineer may require the applicant to post separate assurances to cover portions of the improvements and may require the posting of an assurance to cover the costs of securing the site should the improvements remain incomplete as described in Subsection (C)(1) below. The following forms of assurance may satisfy the requirements of Section 10-20.100.030, (Assurances Required):

1. Cash Deposit: The applicant may provide a cash deposit. The City Finance Division will maintain a separate accounting for the deposit; however, the applicant does not accrue interest on this type of assurance;
2. Certificate of Deposit: The applicant may provide a certificate of deposit (automatically renewable). The certificate of deposit must be accompanied by an "Assignment of Certificate of Deposit and Acknowledgement by Issuer" form;
3. Letter of Credit: The applicant may provide an irrevocable standby letter of credit from an approved bank or other approved financial institution authorized to do business in the State of

Arizona. The irrevocable letter of credit shall provide that if all required improvements are not completed and accepted within the time allowed, the City may draw sufficient funds from the letter of credit to finance the construction of any remaining required improvements; or,

4. Performance Bond: The applicant may post a performance bond issued by a surety bonding company holding a certificate of authority to transact business in the State of Arizona. Bonds shall not be executed by an individual surety or sureties. The bond shall be made payable and be acceptable to the City, written and 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, and have attached thereto a certified copy of power of attorney of the signing official. In addition, said company shall be rated "A-" or better as required by the City, as currently listed in the most recent Best Key Rating Guide, published by the A. M. Best Company.

B. Procedures for Assurance of Performance Options

1. All of the above assurance of performance options must be accompanied by a City "Assurance of Performance Agreement" for the required improvements. In addition, if the applicant is a legal entity, such as a corporation, limited liability company, partnership or trust, the assurance must also be accompanied by a City "Authorized Signature" form. In addition, the applicant shall provide an engineer's estimate of probable construction cost prepared by a registered engineer licensed in Arizona, which itemizes all of the costs to design and construct the required improvements. [The City Engineer or his or her designee may sign the Assurance of Performance Agreement on behalf of the City after approval as to form by the City Attorney or his or her designee.](#)

2. The applicant shall provide to the City Engineer an assurance in a form specified in Subsection A above, and approved by the City Engineer and City Attorney, for performance of the required improvements in an amount not less than 120 percent of the cost as estimated by the applicant's engineer for the construction and installation of the required improvements, or uncompleted portions thereof. At the discretion of the City Engineer, the assurance amount may be increased above 120 percent in situations which may include, but are not limited to, incomplete design construction plans or anticipated design or construction difficulties. [The City may also require the applicant to post additional assurances in the course of the project if the estimate relating to franchise utilities is underestimated at the time the assurance is posted.](#)

The original amounts of the assurance option selected by the applicant, as provided in Subsection A above, including cash deposits, letters of credit and performance bonds, but

excluding certificates of deposit, may be reduced or drawn down upon acceptable completion of portions of the required improvements as determined by the City Engineer. The City Engineer may authorize releases of no less than 20 percent of the assurance. In no event, without prior approval of the City Engineer, shall the assurance be reduced below 20 percent of its original amount until the required improvements are completed and accepted, and the one-year warranty period has expired. All sums of the assurance remaining, including interest where applicable, shall be returned or released to the applicant within 30 days after final written acceptance of the improvements by the City Engineer the one-year warranty period has expired.

C. Term of Obligation

1. The period within which the required improvements must be completed shall be incorporated into the documents creating the assurance. If the improvements are not completed within the specified period as evidenced either by a lack of work on the improvements for a period of 60 consecutive calendar days (except for adverse weather conditions); or the improvements as constructed are not acceptable to the City and the applicant is unwilling or unable to make satisfactory corrections, the City may, upon written notice to the applicant thereof, draw from the applicable assurance funds the estimated amount necessary to complete the improvements.

2. The applicable assurance, or applicable portion thereof, shall remain in full force and effect until the required improvements have been completed and accepted by the City Engineer by a letter of acceptance; or until the applicable assurance funds have been exhausted by the City. The City may deduct from the proceeds obtained from the assurance its reasonable attorneys' fees, costs and administrative costs for enforcing and/or administering the assurance. The City may reduce the amount of public or private improvements constructed from the proceeds of the assurance as a result of that deduction.

3. An extension of the period within which the required improvements must be completed may be granted for sufficient cause for the improvements at the discretion of the City Engineer if requested in writing by the applicant, provided that the term of the applicable assurance is extended for such period. At the time the extension is requested, the City Engineer may require additional assurances due to a change in circumstances such as increased costs, inflation, or for other appropriate reasons.

SECTION 2. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed.

SECTION 3. Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Clerical Corrections.

The City Clerk is hereby authorized to correct typographical and grammatical errors, as well as errors of wording and punctuation, as necessary related to this ordinance as amended herein, and to make formatting changes needed for purposes of clarity and form, or consistency, within thirty (30) days following adoption by the City Council.

SECTION 5. Effective Date.

This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 3rd day of March, 2015.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: David McIntire, Asst to CM for RE/Acting Com.
Inv. Mgr.
Date: 01/30/2015
Meeting Date: 02/17/2015



TITLE:

Consideration and Approval of Agreement: Installation and Maintenance Easement Agreement between the City of Flagstaff and Flagstaff Aspen Place, LLC (*Grant easement to Flagstaff Aspen Place, LLC*).

RECOMMENDED ACTION:

Approve the Installation and Maintenance Easement Agreement and authorize the Mayor to execute the agreement.

Executive Summary:

Flagstaff Aspen Place, LLC is the owner of Lots 22 and 23 of the Aspen Place at the Sawmill. The City owns the Rights of Way (ROW) for the streets which surround the two lots. Approved improvements to the lots on the Revised Site Plan extend outside the owner's property and into the City property. These improvements include parking, footings, foundations, building skin and façade, signage, seating and site furniture, canopies, balconies, bicycle racks, landscaping, sidewalks and others. The original approval for these improvements occurred during the Plat, Development Agreement and Site Plan process. There is a note on the Amended Final Subdivision Plat For Aspen Place at the Sawmill Improvement District that requires this easement be provided in a separate instrument. The agreement under consideration grants the perpetual easement for the construction, installation, maintenance, repair, improvement, replacement and removal of all the approved improvements as required on the plat.

Financial Impact:

The financial impact of approving the agreement is minimal. Rejection of the agreement could have financial implications as the terms of the original agreement would be impacted.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

9) Foster relationships and maintain economic development commitment to partners.

REGIONAL PLAN:

Goal LU.18 - Develop well designed activity centers and corridors with a variety of employment, business, shopping, civic engagement, cultural opportunities, and residential choices.

Has There Been Previous Council Decision on This:

Yes. There have been a number of Council actions leading up to this agreement. The most recent is the approval of the Second Amendment to the Fourth Amended and Restated Development Agreement and Waiver which was approved and recorded in 2013. The approved Amended Final Plat For Aspen Place at the Sawmill Improvement District with the dedication language referencing this agreement is recorded in the Coconino County Records as document 3583171 and was executed by the City of Flagstaff on July 22, 2010.

Options and Alternatives:

1) Approve the Installation and Maintenance Agreement.

Pro) Conveys the rights and responsibilities necessary for the previous agreements to be executed properly.

Con) No negative implications identified.

2) Amend the Installation and Maintenance Agreement to require different terms.

Pro) Potentially could provide terms more favorable to the City although that would be dependent on the particular amendment

Con) Agreement generally provides for the required terms with language the City Attorney's Office supports. Amendments would require additional negotiation with unknown outcomes prior to execution.

3) Reject the Agreement

Pro) The City maintains total control of its Right of Way.

Con) The agreement provides the rights and responsibilities already agreed to through the planning and development review process. Rejection of the agreement could require the City to increase its maintenance costs and could have other repercussions as well.

Community Involvement:

Consult

Attachments: Installation and Maintenance Agreement

After Recording Return to:
City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

INSTALLATION AND MAINTENANCE EASEMENT AGREEMENT

This Installation and Maintenance Easement Agreement (this "Agreement") is executed as of this ____ day of _____ 2015, by and between the **CITY OF FLAGSTAFF**, a municipal corporation (the "City"), **FLAGSTAFF ASPEN PLACE, LLC**, a Delaware limited liability company ("Owner"). The City and Owner and their respective successors and assigns may be collectively referred to herein as the "Property Owners."

RECITALS

A. The Owner owns certain real estate more particularly described on Exhibit A, attached hereto ("Owner's Property").

B. The City owns certain rights-of-way known as Regent Street, Windsor Lane, Piccadilly Drive, and Cambridge Lane as dedicated on the Final Subdivision Plat for Aspen Place at The Sawmill, as recorded in Instrument No. 3438431, and the Amended Plat recorded in Instrument No. 3583171, Records of Coconino County Arizona (the "City Property").

C. Owner intends to continue to improve Owner's Property by constructing a mixed-use project as provided for in the Revised Site Plan of the Master Plan, dated August 7, 2013 (the "Site Plan").

D. As contemplated in the Site Plan (together with such other plans as may be approved from time to time, the "Plans"), certain improvements in connection with the Project will extend outside of Owner's Property and into the City Property (the "Easement Area"), which improvements may include parking, footings and foundations, building skin and façade, signage, canopies, balconies, pergolas and overhangs, seating and other site furniture, bicycle racks, planters, landscaping, sidewalks, light fixtures and such other improvements as may be approved pursuant to the Plans (collectively, the "Improvements").

E. The City desires to grant the Owner a perpetual easement benefitting the Owner's Property for the construction, installation, location, use, maintenance, repair, improvement, replacement and removal of such Improvements to be located within the Easement Area (collectively, the "Uses").

F. The Easement Area is described and depicted on Exhibits B-1 and B-2, attached hereto.

G. The Owner agrees to maintain, or cause to be maintained, such Improvements within the Easement Area, pursuant to the terms hereof.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Owner hereby agree as follows:

1. **Encroachment Easement.** City hereby grants to Owner, its successors and assigns, for the use of the Owner, its successors and assigns and their respective contractors, subcontractors, agents, consultants and employees, an irrevocable, perpetual, non-exclusive easement on, over and across the Easement Area for the Uses and all uses incidental thereto, subject to compliance with the Plans and all other applicable laws and regulations.

2. **Access Easement.** City hereby grants to Owner, and its successors and assigns, for the use of the Owner, its successors and assigns and their respective contractors, subcontractors, agents, consultants and employees, an irrevocable, perpetual, non-exclusive easement to enter, from time to time, upon those portions of the Easement Area as may be reasonably needed from time to time as staging and repair areas for the purpose of using such areas for maintaining, repairing and restoring the Improvements in accordance with the terms of this Agreement and to obtain access to the Easement Area from other property of the City or from another point of access at such reasonable locations and times as may be needed from time to time.

3. **Maintenance and Repair.**

(a) Owner agrees to maintain, repair and preserve, or cause to be maintained, repaired and preserved, the Improvements in such condition and repair, including the repair or restoration of damage or destruction of the Improvements resulting from casualty or any other cause, other than the negligent or intentional, acts or omissions of the City or its employees, agents or contractors, for so long as the Improvements shall remain in the Easement Area. Owner shall pay any and all costs and expenses necessary for such maintenance, repair and preservation of the Improvements, except to the extent attributable to the negligent or intentional, acts or omissions of the City or its employees, agents or contractors.

(b) If Owner shall neglect or refuse to maintain, repair or restore the Improvements in accordance with the terms of this Agreement, and if Owner does not commence to cure such failure within thirty (30) days, subject to extension for force majeure events and any other act, event or condition beyond the reasonable control of Owner, after receipt of written notice from the City describing such failure, and thereafter diligently and continuously prosecute such cure to completion, the City in its sole discretion may cause such damaged or destroyed Improvements to be repaired or restored (as applicable) and shall be entitled to recover from Owner all reasonable out of pocket costs and expenses, including court costs and attorney's fees, incurred by the City in undertaking such repair or restoring.

4. **Ownership of Improvements.** The City and Owner intend and agree that the Improvements, and all other improvements installed, attached or constructed by Owner in accordance with this Agreement are, and at all times shall be, the sole and exclusive property of Owner, whether or not the same shall be attached or affixed to the Owner's Property.

5. **Covenants Run with Land.** The benefits and burdens of the covenants herein contained shall annex to and be construed as covenants running with the Easement Area and Owner's Property and shall bind the respective parties hereto and their respective successors and assigns.

6. **Successors and Assigns.** Each grantee of the City and/or Owner, and each subsequent grantee, by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, accepts said deed or contract subject to all restrictions, conditions, covenants and easements, and the rights and powers created or reserved by this Agreement and shall be deemed to have agreed to perform all undertakings and to be bound by all agreements and covenants imposed on it by this Agreement. All rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the Easement Area and Owner's Property, and shall inure to the benefit of such grantee or purchaser in like manner as though the provisions of this Agreement were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

7. **No Merger.** The easements created herein and benefiting the Owner's Property shall continue in perpetuity, notwithstanding any current or future merger of title to the Easement Area and Owner's Property in a common Property Owner, and none of the Property Owners intend that there be, and there shall not be in any event, a merger of any of the easements granted herein with the title or other interest of any Property Owner, and the parties expressly agree and provide that the easements created hereunder, on the one hand, and the title to the Easement Area and Owner's Property, on the other hand, shall be and remain at all times separate and distinct. There shall be no merger of estates, even though Owner may own a portion of the Easement Area as of the date hereof.

8. **Severability.** If any term, provision, covenant, easement, agreement or condition in this Agreement shall be or be held invalid, whether in general or as to any particular situation or circumstance, the remainder of this Agreement and the applicability to any other situation or circumstance, as the case may be, shall not be invalidated or terminated hereby, but shall remain in full force and effect to all intents and purposes as though such invalid term, provision, covenant, easement, agreement or condition had never been.

9. **Notices.** Any notice or other communication required or permitted to be given under this Agreement will be in writing and will be deemed to have been given if (1) delivered to the party at the address set forth below during normal business hours, (2) deposited in U.S. Mail, registered or certified, return receipt requested, to the address set forth below, with sufficient postage, or (3) given to a recognized and reputable overnight delivery service to the address set forth below, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or at such other address as any Property Owner may designate in writing by notice duly given pursuant to this Section.

To City:

City Manager
211 W. Aspen Avenue
Flagstaff, Arizona 86001

To Owner:

Flagstaff Aspen Place, LLC
One E. Washington, Suite 300
Phoenix, Arizona 85004

10. **Indemnification.** To the extent permitted by Arizona law, Owner shall indemnify and hold City harmless from any liabilities for injuries or damages to persons or property resulting from any negligent or intentional misconduct of the Owner's or its officers', agents', employees', licensees' or invitees' use of the Easement Area under this Agreement.

11. **Miscellaneous.**

(a) As used in this Agreement, the masculine shall mean the feminine or neuter and singular shall mean plural where the context requires to preserve the meaning of the appropriate provision.

(b) This Agreement may be executed in counterparts and, once counterparts have been executed and delivered by each of the parties, this Agreement shall be effective.

(c) This Agreement shall be governed and construed in conformity with the laws of the State of Arizona, and the parties to this Agreement hereby agree that venue for any and all causes of action between the parties and arising under this Agreement shall be the Superior Court in Coconino County, Arizona.

(d) Time is of the essence of this Agreement.

(e) Nothing contained in this Agreement shall be deemed to be a gift or dedication of all or any part of the Easement Area, Owner's Property or Improvements to the public or for any public use, and this Agreement creates no rights in the public or in any other person or entity, except as expressly provided herein.

(f) Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder.

(g) This Agreement contains all the terms, conditions and covenants relating to the installation, maintenance, repair and replacement of the Improvements within the Easement Area and no modifications, waiver, variations, or releases of the duties and obligations under this Agreement shall be binding unless made in writing and signed by the Property Owner to be charged thereby.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement in manner sufficient to bind as of the day and year first above written.

OWNER:

CITY:

FLAGSTAFF ASPEN PLACE, LLC,
a Delaware limited liability company

CITY OF FLAGSTAFF, an Arizona
municipal corporation

Michael Ebert, Manager

Gerald W. Nabours, Mayor

Attest:

Name: _____
Title: City Clerk

Approved as to form:

By: _____
Name: _____
Title: City Attorney

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me the ____ day of _____, 2015
by _____, _____ of **FLAGSTAFF ASPEN
PLACE, LLC**, a Delaware limited liability company, on behalf of said limited liability
company.

Notary Public Signature

[SEAL]

THE STATE OF ARIZONA §

COUNTY OF COCONINO §

This instrument was acknowledged before me the ____ day of _____, 2015
by Gerald W. Nabours, the Mayor of the **CITY OF FLAGSTAFF**, a municipal corporation
organized and existing under the laws of the State of Arizona, on behalf of said municipal
corporation.

Notary Public Signature

[SEAL]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

[SEE FOLLOWING PAGE]

FLAGSTAFF ASPEN PLACE, LLC'S PROPERTY DESCRIPTION

LOTS 122 AND 123 OF ASPEN PLACE AT THE SAWMILL, ACCORDING TO PLAT RECORDED MAY 14, 2007 AT INSTRUMENT NUMBER 3438431, AND AMENDMENT RECORDED DECEMBER 21, 2010 AT INSTRUMENT NO. 3583171, RECORDS OF COCONINO COUNTY, ARIZONA;

EXCEPT ALL OIL, GAS AND OTHER MINERALS AS GRANTED IN DEED RECORDED IN DOCKET 164, PAGE 405, RECORDS OF COCONINO COUNTY, ARIZONA.

EXHIBIT B-1

LOT 122 EASEMENT DESCRIPTION

[SEE FOLLOWING PAGE]

EASEMENT DESCRIPTION

Portions of Windsor Lane, Piccadilly Drive and Regent Street as dedicated on the Final Subdivision Plat for Aspen Place at The Sawmill as recorded in Instrument No. 3438431, and the Amended Plat recorded in Instrument No. 3583171, Records of Coconino County, Arizona (RCC), described as follows:

BEGINNING at the southeast corner of Lot 122 said Aspen Place at The Sawmill;

Thence North, 175.00 feet along the east line of said Lot;

Thence East, 4.33 feet to a point of curvature;

Thence southeasterly, 41.99 feet along the arc of a 27.50 foot radius curve, concave to the southwest, having a central angle of $87^{\circ}28'47''$;

Thence South $02^{\circ}26'38''$ East, 131.99 feet;

Thence South, 26.34 feet to a point of curvature;

Thence southwesterly, 43.20 feet along the arc of a 27.50 foot radius curve, concave to the northwest, having a central angle of $90^{\circ}00'00''$;

Thence West, 344.76 feet;

Thence northwesterly, 51.89 feet along the arc of a 27.50 foot radius curve, concave to the northeast, having a central angle of $108^{\circ}07'18''$;

Thence South $71^{\circ}56'48''$ East, 10.13 feet;

Thence North $19^{\circ}00'11''$ East, 4.32 feet to the southwest corner of said Lot 122;

Thence East, 349.93 feet along the south line of said Lot 122 to the POINT OF BEGINNING.

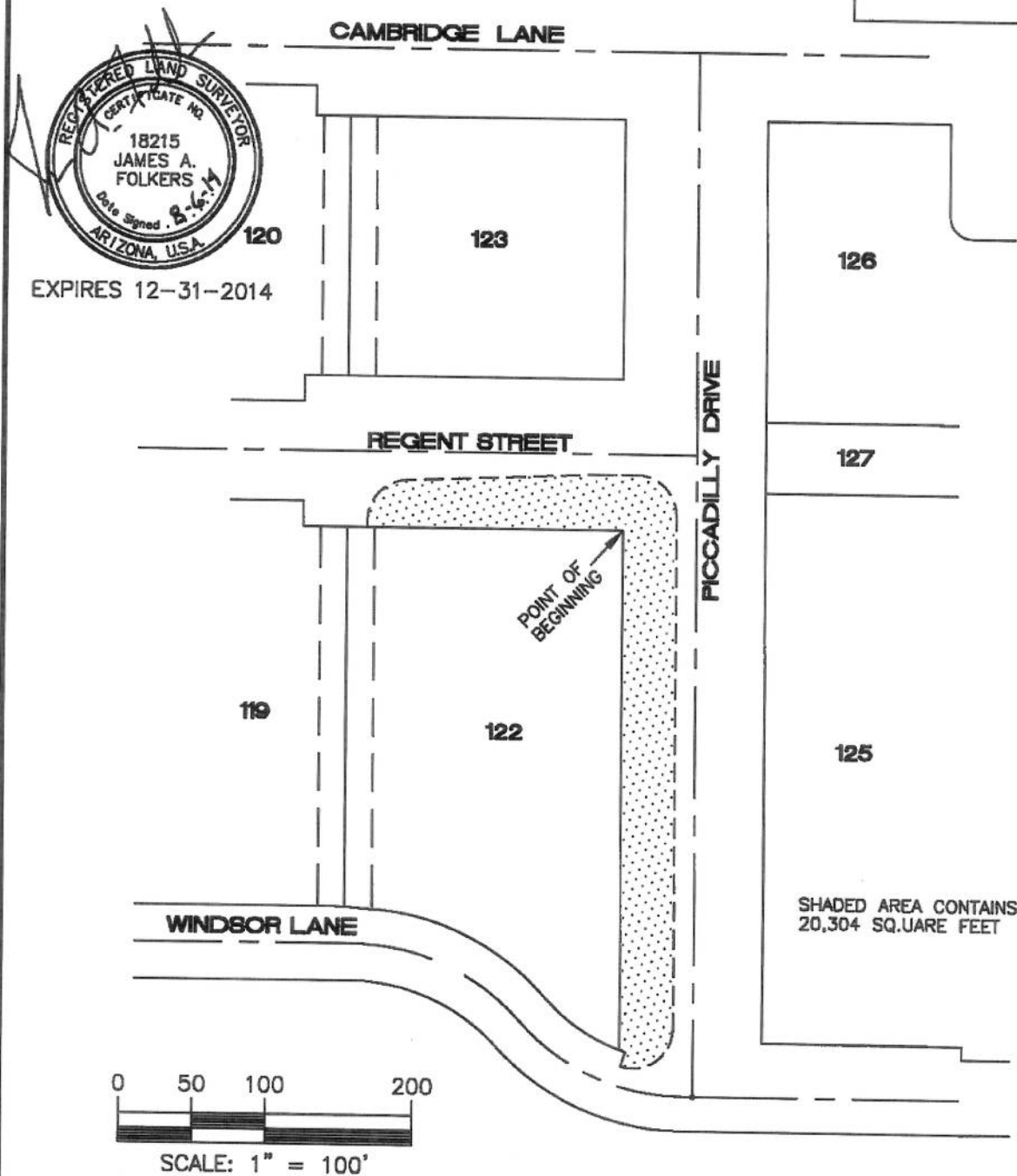
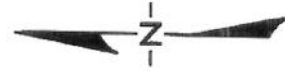
CONTAINING 20,304 square feet (0.47 acres), more or less, as shown on the attached Exhibit A-1 drawing, which is made a part hereof by this reference.

Prepared by:
James A. Folkers, RLS
Woodson Engineering & Surveying, Inc.
124 N. Elden Street
Flagstaff, Arizona 86001
Project No. 114044



EXPIRES 12-31-2014

EXHIBIT "A-1"



DRAWN BY: JAF

DATE:

FN: MAINT. EASE.

PROJECT NO.: 112094

WOODSON
ENGINEERING AND SURVEYING, INC.

124 N. ELDEN ST.
FLAGSTAFF, AZ 86001
PHONE: (928) 774-4636 FAX: (928) 774-4646

ASPEN PLACE AT SAWMILL

EXHIBIT B-2

LOT 123 EASEMENT DESCRIPTION

[SEE FOLLOWING PAGE]

EASEMENT DESCRIPTION

Portions of Regent Street, Piccadilly Drive and Cambridge Lane as dedicated on the Final Subdivision Plat for Aspen Place at The Sawmill as recorded in Instrument No. 3438431, and the Amended Plat recorded in Instrument No. 3583171, Records of Coconino County, Arizona (RCC), described as follows:

BEGINNING at the southwest corner of Lot 123, said Aspen Place at The Sawmill;

Thence East, 175.02 feet along the south line of said Lot 123;

Thence North, 175.00 feet along the east line of said Lot 123;

Thence East, 4.50 feet to a point of curvature;

Thence southeasterly, 43.20 feet along the arc of a 27.50 foot radius curve, concave to the southwest, having a central angle of 90°00'00";

Thence South, 157.00 feet to a point of curvature;

Thence southwesterly, 43.20 feet along the arc of a 27.50 foot radius curve, concave to the northwest, having a central angle of 90°00'00";

Thence West, 189.30 feet to a point of curvature;

Thence northwesterly, 43.20 feet along the arc of a 27.50 foot radius curve, concave to the northeast, having a central angle of 90°00'00";

Thence North, 26.55 feet;

Thence North 02°20'02" East, 133.15 feet to a point of non-tangency through which a radial line bears North 84°36'20" West;

Thence northeasterly, 40.61 feet along the arc of a 27.50 feet radius curve, concave to the southeast, having a central angle of 84°36'20";

Thence East, 4.48 feet;

Thence South, 175.00 feet to the POINT OF BEGINNING.

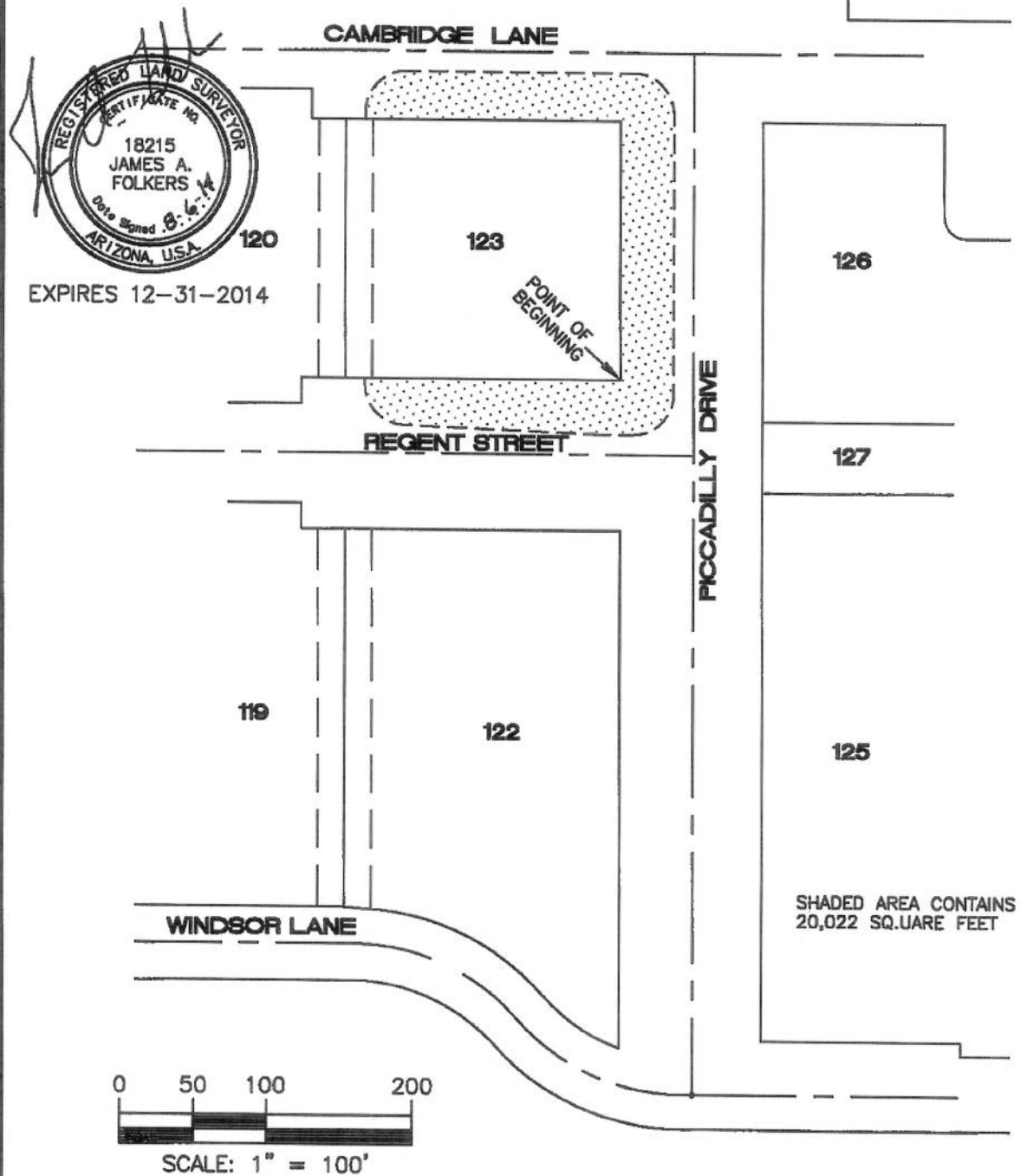
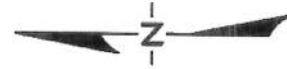
CONTAINING 20,022 square feet (0.46 acres), more or less, as shown of the attached Exhibit A-2 drawing, which is made a part hereof by this reference.

Prepared by:
James A. Folkers, RLS
Woodson Engineering & Surveying, Inc.
124 N. Elden Street
Flagstaff, Arizona 86001
Project No. 114044



EXPIRES 12-31-2014

EXHIBIT "A-2"



DRAWN BY: JAF

DATE:

FN: MAINT. EASE.

PROJECT NO.: 112094

WOODSON
ENGINEERING AND SURVEYING, INC.

124 N. ELDEN ST.
FLAGSTAFF, AZ 86001
PHONE: (928) 774-4636 FAX: (928) 774-4646

ASPEN PLACE AT SAWMILL

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Christine Cameron, Project Manager II
Date: 01/07/2015
Meeting Date: 02/17/2015



TITLE:

Consideration and Approval of Grant: Arizona Department of Transportation Intergovernmental Agreement/Joint Project Agreement for funding of the design and construction of the Fourth Street FUTS from Huntington Drive To Butler Avenue. *(FUTS Improvements on Fourth St.)*

RECOMMENDED ACTION:

Approve the Intergovernmental Agreement (IGA)/Joint Project Agreement (JPA) between the City of Flagstaff and the Arizona Department of Transportation (ADOT) for grant funds in the amount of \$657,000.00 and City funding match in the amount of \$39,712.00 for the design and construction of the Fourth Street FUTS project.

Executive Summary:

Approval of the IGA/JPA will authorize ADOT grant funds in the amount of \$657,000 (94.3%) and City matching funds in the amount of \$39,712 (5.7%) for design and construction (administered by ADOT) of approximately 2,800 linear feet of 10' wide concrete FUTS improvements along the west side of Fourth Street, connecting existing FUTS segments to provide a contiguous paved trail from Route 66 to Butler Avenue. City matching funds are from the Transportation Tax and the City is responsible for any project overruns.

Financial Impact:

This Council action will approve the funding for the design and construction phases of the project in the amount of \$696,712.00, which includes \$39,712 of required City of Flagstaff contribution (5.7% funding share).

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

3. Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.
6. Relieve traffic congestion throughout Flagstaff.

REGIONAL PLAN:

1. Transportation.
2. Environment and Conservation.
3. Community Character.
4. Recreation.

Has There Been Previous Council Decision on This:

No specific Council action has been issued with this agreement.

Options and Alternatives:

- 1) Approve the IGA/JPA funding to utilize Federal Transportation Enhancement funding and City of Flagstaff funding to complete this project.
- 2) Reject the IGA/JPA, which would forfeit the Transportation Enhancement funding and necessitate suspension or cancelation of the project.

Background/History:

The Fourth Street FUTS project is located in central Flagstaff and extends from Huntington Drive to Butler Avenue, for approximately 4,000 linear feet. There is approximately 1,200 linear feet of trail already completed in this area adjacent to new development and this project will infill the remainder to provide a complete FUTS trail section. This project will connect existing trail sections that end southeast of Butler Avenue and at Huntington Drive and will provide the community a complete connection between the north Fourth Street and Route 66 corridors and the Foxglenn and Country Club neighborhoods to the east.

Key Considerations:

Transportation Enhancement funding is provided by the Federal Highways Administration, through the State of Arizona. This funding will be provided for the project design and construction. The City of Flagstaff was granted self-administration for the design portion and ADOT will be administrating the construction phase. This IGA/JPA outlines the terms and conditions of this agreement as well as the responsibilities of the City and ADOT.

Expanded Financial Considerations:

The total project has approved Transportation Enhancement funding in the amount of \$657,000.00. The City will be responsible for paying a 5.7% match in the amount of \$11,182.00 for design and \$28,530.00 for construction, and will be obligated to pay for any construction overruns. Funding is budgeted in the fiscal year 2015 in the amount of \$133,000 in the FUTS Fund account 045-05-111-3026-5 to cover internal project expenses and the City's 5.7% matching contribution.

Community Benefits and Considerations:

Although there has been some FUTS trail installation in conjunction with a multi-family residential development project, there are still several legs of uncompleted trail along Fourth Street and across the I-40 bridges. This funding allows the City to provide the community with a safe and aesthetically pleasing corridor for multi-modal transportation and reduces the City's cost in delivery of the project.

Community Involvement:

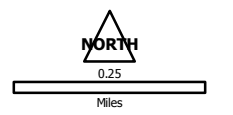
This project is an element of the Flagstaff Urban Trails System Plan. Planned projects are presented and prioritized annually at the Flagstaff Bicycle Advisory Committee, Pedestrian Advisory Committee, Open Spaces Commission, and the Transportation Commission. The project has been programmed in the City Five Year Capital Plan.

Attachments: Fourth St. FUTS Vicinity Map
ADOT 4th St. FUTS JPA

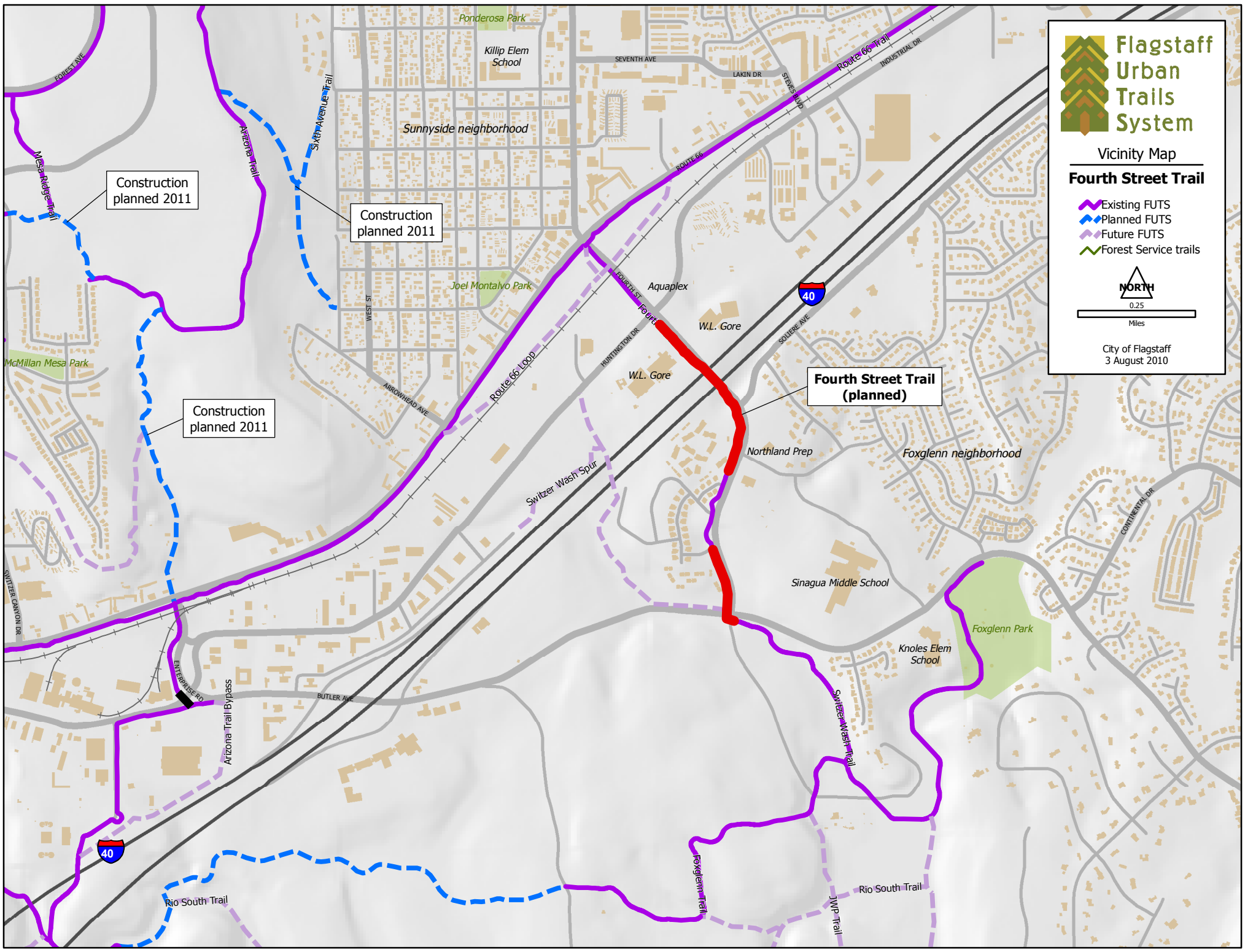


Vicinity Map
Fourth Street Trail

- Existing FUTS
- Planned FUTS
- Future FUTS
- Forest Service trails



City of Flagstaff
3 August 2010



ADOT CAR No.: IGA/JPA 14-0004192-I
AG Contract No.: P0012014002837
Project: Street/I-40 Bridge Trail
Improvements
Section: N. 4th Street from E. Huntington
Drive to E. Butler Avenue
Federal-aid No.: TEA FLA-0(215)T
ADOT Project No.: SL731 01D/02D/01C
TIP/STIP No.: f71302 in FMPO
FY2014-2018 TIP
CFDA No. 20.205 - Highway Planning
and Construction
Budget Source Item No.: 716

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF FLAGSTAFF

THIS AGREEMENT is entered into this date _____, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF FLAGSTAFF, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties."

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
 2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by action of the City Council authorized the undersigned to execute this Agreement on behalf of the City.
 3. Congress has authorized appropriations for, but not limited to the eligible categories of Transportation Enhancement (TE) activities and TE funds have been requested from the Federal Highway Administration (FHWA) through the State for a project within the boundary of the City and described more fully below in this section.
 4. The work proposed under this Agreement consists of constructing about 0.5 miles of new 10-foot wide concrete shared-use pathway that will be part of the Flagstaff Urban Trails System (FUTS) along the west side of North 4th Street between Huntington Drive and Butler Avenue, hereinafter referred to as the "Project". The State will advertise, bid, award and administer the construction of the Project. The City will self-administer the design. The plans, estimates and specifications for the Project will be prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for its approval.
 5. The City, in order to obtain federal funds for the design and construction of the Project, is willing to provide City funds to match federal funds in the ratio required or as finally fixed and determined by the City and FHWA, including actual construction engineering and administration costs (CE).
-

6. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and to authorize such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City for the Project.

7. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.

8. The federal funds will be used for the preliminary and environmental engineering, preparation of contract bid documents, and construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

SL731 01D (ADOT Project Management & Design Review (PMDR) Cost:

Federal-aid funds @ 94.3%	\$ 54,114.00
City match @ 5.7%*	\$ 3,271.00
Subtotal – PMDR Cost	\$ 57,385.00

SL731 02D (scoping/design):

Federal-aid funds @ 94.3%	\$ 130,886.00
City's match @ 5.7%*	\$ 7,911.00
Subtotal – Scoping/Design	\$ 138,797.00

Subtotal – Scoping/Design/PMDR	\$ 196,182.00
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SL731 01C (construction):

Federal-aid funds @ 94.3% (capped)	\$ 472,000.00
City's match @ 5.7%*	\$ 28,530.00
Subtotal – Construction**	\$ 500,530.00

TOTAL Estimated Project Cost	\$ 696,712.00
-------------------------------------	----------------------

Total Estimated City Funds	\$ 39,712.00
Total Federal Funds (capped)	\$ 657,000.00

* (Included in the City's Estimated Funds)

** (Includes 15% CE and 5% Project contingencies)

The Parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, be the designated agent for the City for the Project, if the Project is approved by FHWA and funds for the Project are available.

b. Upon execution of this Agreement, and prior to performing or authorizing **any** work, invoice the City for the initial ADOT Project Management and Design Review (PMDR) costs, currently estimated at **\$3,271.00** and the City's share of the Project design costs, currently estimated at **\$7,911.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs. If, during the development of the design, additional funding from the City is required, the State will invoice the City in increments of **\$3,000.00** to cover PMDR costs exceeding the estimated subtotal amount shown.

c. Upon receipt of the City's estimated share of the PMDR and Project design costs, on behalf and with the consent of the City, contract with one of the State's on-call consultants ("Consultant") to prepare all pertaining documents for the design and post-design of the project; review and approve documents required by FHWA to qualify the Project for and to receive federal funds, incorporate comments from the City as appropriate. Such documents may consist of, but are not specifically limited to, environmental documents; the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way requirements and activities and such other related tasks essential to the achievement of the objectives of this Agreement. Issue the right of way clearance after review of the Consultant's right of way submittal.

d. Submit all documentation required to FHWA containing the above-mentioned Project with the recommendation that funding be approved for scoping/design. Request the maximum programmed federal funds for the scoping/design of this Project. The Project will be performed, completed, accepted and paid for in accordance with the requirements of Project plans and specifications.

e. Upon completion of design and prior to bid advertisement, invoice the City, for the City's share of the Project construction costs currently estimated at **\$28,530.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

f. Upon receipt of the City's estimated share of the Project construction costs, submit all documentation required to FHWA with the recommendation that funding be approved for construction. Request the maximum programmed federal funds for the construction of this Project. Should costs exceed the maximum federal funds available, it is understood and agreed that the City will be responsible for any overage.

g. Upon FHWA authorization and with the aid and consent of the City, the State shall proceed to advertise for, receive and open bids subject to the concurrence of the City, to whom the award is made for and enter into a contract(s) with a firm(s) for the construction of the Project.

h. Be granted, without cost requirements, the right to enter City right-of-way as required to conduct any and all construction and pre-construction related activities for said Project, including without limitation, temporary construction easements or temporary rights of entry on to and over said rights-of-way of the City.

i. Enter into an agreement with the design consultant which states that the design consultant shall provide professional post-design services as required and requested throughout and upon completion of the construction phase of the Project. Upon completion of the construction phase of the Project, provide an electronic version of the as-built plans to the ADOT's Statewide Department.

j. Notify the City the Project has been completed and is considered acceptable, coordinating with the City as appropriate to turn over full responsibility of the Project improvements. De-obligate or otherwise release any remaining federal funds from the construction phase of the Project within ninety (90) days of final acceptance.

k. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The City will:

a. Upon execution of this Agreement, designate the State as authorized agent for the City for the Project.

b. Upon execution of this Agreement, prior to performing or authorizing any work, and within thirty (30) days of receipt of an invoice from the State, pay the initial PMDR costs, currently estimated at **\$3,271.00** and the City's Project design costs, currently estimated at **\$7,911.00**. Be responsible for any difference between the estimated and actual design review costs.

c. Allow the State to enter into an agreement with the selected Consultant to provide services as required and requested throughout the design and post-design of the project. Review the design plans, specifications and other such documents and services required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds. Provide design review comments to the State as appropriate.

d. Self-administer, and as required, be involved with all right-of-way activities and functions performed by the Consultant, including, but not specifically limited to, right of way survey, delineation, appraisal, review appraisal, acquisition, relocation and property management, as applicable.

e. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

f. Upon completion of design and within thirty (30) days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, the City's Project construction costs, currently estimated at **\$28,530.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

g. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Self-administering and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Self-administering Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.

h. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.

i. Grant the State, its agents and/or contractors, without cost, the right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rights of entry to accomplish among other things, soil and foundation investigations.

j. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the City. Such changes require the prior approval of the State and FHWA. Be responsible for any contractor claims for additional compensation caused by Project delays attributable to the City, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

k. Upon notification from the State of Project completion, agree to accept, maintain and assume full responsibility of the Project in writing. Maintain the shared used pathway at the City's sole expense. Maintenance shall include, but not be limited to maintaining pathway pavements and ramps by keeping surfaces reasonable clean of gravels and other debris, repairing cracks and defects in pavement surfaces. In addition, be responsible for any repairs necessary to keep the pathway and ramps ADA compliant, repairing slopes, embankments, drainage-ways related to the pathway, newly vegetated area and retaining walls and railings, within the limits of the pathway Project.

l. Pursuant to 23 USC 102(b), repay all federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right-of-way acquisition or construction within ten (10) years after federal funds were first made available.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. This Agreement may be cancelled at any time prior to the award of the Project construction contract, upon thirty (30) days written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City will be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said Project.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all liability, costs and/or damage incurred by any of the above arising or resulting from this Agreement; and from any other liability, damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non-performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any

of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of work covered by this Agreement is to be borne by FHWA and the City, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this Agreement. Therefore, the City agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of federal aid received.

4. Should the federal funding related to this Project be terminated or reduced by the federal government, or if Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this agreement.

5. The cost of the project under this Agreement includes indirect costs approved by FHWA, as applicable.

6. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

7. The City acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000.00 or more (prior to 12/26/14) and \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine (9) months of the sub recipient fiscal year end.

ADOT – FMS
Attn: Cost Accounting Administrator
206 S 17th Ave. Mail Drop 204B
Phoenix, AZ 85007
SingleAudit@azdot.gov

8. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

9. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

10. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

11. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

12. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

13. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

14. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

15. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

16. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

City of Flagstaff
Attn: Christine Cameron
211 West Aspen Avenue
City of Flagstaff, Arizona 86001
(928) 779-7580
(928) 213-2105 Fax

17. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF FLAGSTAFF

STATE OF ARIZONA

Department of Transportation

By _____
JERRY NABOURS
Mayor

By _____
STEVE BOSCHEN, P.E.
ITD Division Director

ATTEST:

By _____
ELIZABETH A. BURKE
City Clerk

January 23rd 2015-ly

ATTORNEY APPROVAL FORM FOR THE CITY OF FLAGSTAFF

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF FLAGSTAFF, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____

City Attorney

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Sarah Darr, Deputy Housing Director
Date: 01/30/2015
Meeting Date: 02/17/2015



TITLE:

Consideration and Adoption of Resolution No. 2015-04: A Resolution authorizing the City of Flagstaff to provide a loan for up to one-hundred twenty-five thousand dollars (\$125,000) to Oakwood Village IV / Flagstaff LP as local government contribution for a Low Income Housing Tax Credit project under the Arizona Department of Housing 2015 Qualified Allocation Plan.

RECOMMENDED ACTION:

- 1) City Clerk to read Resolution No. 2015-04 by title only
- 2) City Clerk reads Resolution No. 2015-04 by title only (if approved above)
- 3) Adopt Resolution No. 2015-04

Executive Summary:

Oakwood Village IV / Flagstaff LP is seeking a Local Government Contribution (LGC) loan to strengthen its Low Income Housing Tax Credit (LIHTC) application to the Arizona Department of Housing. The 2015 Qualified Allocation Plan (QAP) for the LIHTC program awards up to ten points to any project located in a jurisdiction with a population of less than 550,000 when at least two (2) percent of the total construction cost of the affordable rental project is from a Local Government. The request from Oakwood Village IV / Flagstaff LP is for a loan of up to \$125,000 (2% of the Project's total construction cost), resulting in forty (40) new rental units for households earning less than sixty percent of the Area Median Income (AMI), currently \$35,700 for a household of four.

Financial Impact:

Funding dedicated for affordable housing is available for this purpose within the Land Acquisition account in the Housing Section budget. Expending the funds will not negatively impact any Housing Section projects. City funds will only be provided if the developer receives a LIHTC allocation and, if so, not until Certificate of Occupancy is obtained by the development, thus allowing the funds to be secured against the completed development. In addition, the developer will be paying 3% interest annually over the course of the loan, resulting in income to further other affordable housing objectives. Interest on the \$125,000 loan will be paid annually, based on cash flow available as determined by an independent auditor at an annual rate of 3% for the 15-year life of the loan.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

- 4) Explore and adopt policies to lower the costs associated with housing to the end user

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.3.1. 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.

Has There Been Previous Council Decision on This:

There has not been a previous Council decision on this project or request.

Options and Alternatives:

Approve Resolution 2015-04 - Will have the effect of strengthening a LIHTC application for Oakwood Village IV / Flagstaff LP by making it eligible for **10 points** in the Local Government Contribution category

Amend Resolution 2015-04 - Providing between \$62,500 and \$124,999 will have the effect of making the LIHTC application for Oakwood Village IV / Flagstaff LP eligible for **5 points** in the Local Government Contribution category.

Reject Resolution 2015-04 and not provide a Local Government Contribution

Background/History:

The LIHTC Program, which is based on Section 42 of the Internal Revenue Code, was enacted by Congress in 1986 to provide the private market with an incentive to invest in affordable rental housing. Federal housing tax credits are awarded to developers of qualified projects. Developers then sell these credits to investors to raise capital (or equity) for their projects, which reduces the debt that the developer would otherwise have to borrow. Because the debt is lower, a tax credit property can, in turn, offer lower, more affordable rents.

Provided the property maintains compliance with the program requirements, investors receive a dollar-for-dollar credit against their Federal tax liability each year over a period of 10 years. The amount of the annual credit is based on the amount invested in the affordable housing. According to the Arizona Department of Housing, it has been the most successful rental housing production program in Arizona to date, creating thousands of residences with very affordable rents.

There are currently more than 700 LIHTC units in Flagstaff. The City of Flagstaff has partnered with developers in the form of a LGC several times in the past.

Oakwood Village IV will be located adjacent to Oakwood Village I, II, and III, all LIHTC properties. Currently the Oakwood Village Apartments contain 201 units. If built, the addition of Oakwood IV would bring the total units to 241.

Key Considerations:

The LIHTC process is highly competitive and the 2015 QAP from the Arizona Department of Housing awards points to any project in which a Local Government with a population of less than 550,000 provides new funding towards the development budget. If credits are not awarded in this round, Oakwood Village IV / Flagstaff LP intends to submit the application again in the 2016 QAP round.

The request of the City of Flagstaff from Oakwood Village / Flagstaff LP is for a loan of \$125,000 in order to strengthen the application. While the City has not previously worked directly with this LP before, the City has successfully worked with the developer on High County Estates and Cedar Crest acquisition/rehabilitation project and has worked with an additional party also involved with the LIHTC application, WESCAP Inc., on numerous occasions. The loan is contingent on tax credits being awarded in either 2015 or 2016.

Expanded Financial Considerations:

Funding dedicated for affordable housing is available for this purpose within the Land Acquisition account in the Housing Section budget. Expending the funds will not negatively impact any Housing Section projects. Funds will not be provided if the developer does not receive a LIHTC allocation from the Arizona Department of Housing in either the 2015 or 2016 funding rounds, and if so, not until Certificate of Occupancy is obtained by the development, thus allowing the funds to be secured against the completed development. In addition, the developer will be paying 3% interest annually over the course of the loan, resulting in income to further other affordable housing objectives. Interest on the \$125,000 loan will be paid annually, based on cash flow available as determined by an independent auditor at an annual rate of 3% for the 15-year life of the loan.

Similar to past requests like this, multiple layers of financing are anticipated and the City's loan will be subordinate to the balance of the financing. Functionally, the execution of one or more subordination agreements may be required in order for this to be accomplished.

Community Benefits and Considerations:

The need for additional low-income rental housing is well documented in Flagstaff and is evidenced by the lengthy waiting list maintained by the Flagstaff Housing Authority. This project will result in the construction of an additional forty (40) units of rental housing affordable to households earning 60% or less of the Area Median Income, currently \$35,700 for a household of four.

Community Involvement:

Inform

Expanded Options and Alternatives:

Approve Resolution 2015-04 - Will have the effect of strengthening a LIHTC application for Oakwood Village IV / Flagstaff LP by making it eligible for **10 points** in the Local Government Contribution category.

Amend Resolution 2015-04 - Providing between \$62,500 and \$124,999 will have the effect of making the LIHTC application for Oakwood Village IV / Flagstaff LP eligible for **5 points** in the Local Government Contribution category.

Reject Resolution 2015-04 and not provide a Local Government Contribution in support of the LIHTC application for Oakwood Village IV / Flagstaff LP.

Attachments: [Resolution 2015-04](#)

RESOLUTION NO. 2015-04

A RESOLUTION AUTHORIZING THE CITY OF FLAGSTAFF TO PROVIDE UP TO ONE HUNDRED TWENTY-FIVE THOUSAND (\$125,000.00) TO OAKWOOD VILLAGE IV / FLAGSTAFF LP AS LOCAL GOVERNMENT CONTRIBUTION FOR A LOW INCOME HOUSING TAX CREDIT PROJECT UNDER THE ARIZONA DEPARTMENT OF HOUSING 2015 QUALIFIED ALLOCATION PLAN.

WHEREAS the City of Flagstaff wishes to encourage development and maintenance of affordable housing in the City; and

WHEREAS, Section 42 of the Internal Revenue Code provides the private market with an incentive to invest in affordable rental housing called the LIHTC Program; and

WHEREAS, Oakwood Village IV / Flagstaff LP, is an applicant for a new, 2015 LIHTC allocation with the Arizona Department of Housing and intends to apply for the 2016 LIHTC allocation if it is not successful in 2015; and

WHEREAS, the 2015 Qualified Allocation Plan from the Arizona Department of Housing awards ten points to any project located in a jurisdiction with a population of 550,000 or less in which the Local Government is providing new funding towards the development budget in an amount equal to greater than two percent (2%) of the total construction cost;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. That the City will provide, upon issuance of a Certificate of Occupancy, up to One-Hundred Twenty-Five Thousand (\$125,000) to the Developer as Local Government Contribution (LGC) under the Arizona Department of Housing (ADOH) 2015 or 2016 Qualified Allocation Plan by means of a promissory note and deed of trust which provide for repayment of the LGC at the end of the 15-year compliance period and require the Developer to provide low-income housing at Oakwood Village IV Apartments for the term of the loan. The interest rate on the fifteen-year cash-flow loan shall be 3% annually, with other terms to be negotiated by City of Flagstaff Staff.

SECTION 2. That the LGC will be contingent upon the award of tax credits by ADOH to the Developer for development of Low Income Housing Tax Credit multi-family project known as Oakwood Village IV.

SECTION 3. That the City Manager be and hereby is authorized to execute any documents necessary to implement the Local Government Contribution option in connection with the Developer's application for Low Income Housing Tax Credits under the ADOH 2015 or 2016 Qualified Allocation Plan.

SECTION 4. That this resolution shall take effect 30 days after its adoption.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this _____ day of _____, 2015.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Nicole Woodman, Sustainability Manager
Date: 02/05/2015
Meeting Date: 02/17/2015



TITLE

Update on the Plastic Bag Management Discussion and Community Focus Group

RECOMMENDED ACTION:

It is recommended to hear final public input from community members who were postponed on January 13, 2015. No further action is requested at this time.

EXECUTIVE SUMMARY:

The update will provide Council with preliminary responses to questions asked at the January 13, 2015 City Council meeting and development of the community focus group.

To collect more public input, the Interim City Manager asked seven people, representing various plastic bag management positions, to develop a management recommendation that will be advisory to the Interim City Manager. The focus group is comprised of Kathy Flakus, Madison Ledgerwood, Moran Henn, Judy Sal, Rick Resnick, Rob Wilson and Stuart McDaniel. The group is tasked with developing a recommendation by April 1, 2015.

Staff will return to Council in April 2015 to present a staff recommendation and alternatives. Alternatives will include the Sustainability Commission's recommendation and the focus group's recommendation.

INFORMATION:

This issue is not directly represented by a current Council goal; however, it does support the following Regional Plan Goals:

- E&C.2. Reduce greenhouse gas emissions
- WR.6. Protect, preserve, and improve the quality of surface water, groundwater, and reclaimed water in the region
- CC.1. Reflect and respect the region's natural setting and dramatic views in the built environment
- ED.7. Continue to promote and enhance Flagstaff's unique sense of place as an economic development driver

Attachments: