

FINAL AGENDA

REGULAR COUNCIL MEETING
TUESDAY
OCTOBER 6, 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 Special Meeting (Executive Session) of September 8, 2015; Regular Meeting of September 15, 2015; and Special Meeting (Executive Session) of September 29, 2015.

5. PUBLIC PARTICIPATION

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

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

6. PROCLAMATIONS AND RECOGNITIONS

- A. Presentation to State Representative Bob Thorpe by Dale Wiebusch, Legislative Associate of the League of Arizona Cities and Towns, of a ***Legislative Friend of Cities and Towns*** Award.

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:** Roger Burton, "Giant Store #083", 2161 E. Route 66, Series 10 (beer and wine store), 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:** Water Meter Vault replacement project ***(Approve construction contract with Eagle Mountain Construction for the replacement of the existing water meter vault located at 2515 East Butler Avenue, Little America Hotel)***

RECOMMENDED ACTION:

- 1) Award the construction contract to Eagle Mountain Construction of Flagstaff, Arizona in the award amount of \$94,159 which includes \$6,000 in contract allowance. The contract period is for 160 days; and
- 2) Authorize Change Order Authority to the City Manager in the amount of \$8,815.90 10% of the bid contract amount, (less contract allowance) for unanticipated additional costs;and
- 3) Authorize the City Manager to execute the necessary documents

- B. **Consideration and Approval of:** Consent to Transfer Control of Cable License Agreement

RECOMMENDED ACTION:

Consent to Transfer Control of Cable License Agreement from Cequel Corporation to Altice N.V.; and authorize the Mayor to execute the necessary documents.

10. ROUTINE ITEMS

- A. Consideration of the Intergovernmental Agreement (IGA)/Joint Project Agreement (JPA):** 15-0005388-I between the City of Flagstaff (City) and the Arizona Department of Transportation (ADOT) for the FY 2016 Highway Safety Improvement Program (HSIP), Design and Installation of Signs.

RECOMMENDED ACTION:

Approve the Intergovernmental Agreement between the City of Flagstaff and Arizona Department of Transportation in the amount of \$265,000.00 with a no city matching funds required.

- B. Consideration and Approval of Contract:** Public Defender Services for the Flagstaff Municipal Court.

RECOMMENDED ACTION:

Accept the proposal of Harris and Winger, P.C. of Flagstaff, Arizona for an annual fee of \$245,000, paid monthly at a fee of \$20,416.66

- C. Consideration and Approval of:** 1) Contract for Professional Services with JC Cullen, Inc. (Niles Radio Communications); 2) Cooperative Purchase Contract with JC Cullen, Inc. (Niles Radio Communications); 3) Authorize expenditure for a microwave radio network project in an amount not to exceed \$650,000; and authorize the Mayor to execute the required documents. (***Microwave network design and build to replace current fiber network***)

RECOMMENDED ACTION:

Approve the Contract for Professional Services with JC Cullen, Inc. (Niles Radio Communications), approve a Cooperative Purchase Contract with JC Cullen, Inc. (Niles Radio Communications), and authorize expenditure for a microwave network project in a total amount not to exceed to exceed \$ 650,000.00.

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**

- A. Public Hearing:** Providing staff and consultants rate study presentation prior to modifying water, wastewater, reclaimed water and stormwater rates and fees. **(Staff/consultant presentation regarding rate adjustment) NO PUBLIC INPUT AT THIS MEETING - PUBLIC INPUT WILL BE TAKEN AT THE OCTOBER 13, 2015 MEETING**

RECOMMENDED ACTION:

Open the public hearing.

Staff and consultant presentation only.

Public comment will not be taken at this meeting, but will be taken at the continuation of this hearing on October 13, 2015.

15. REGULAR AGENDA

- A. Consideration and Adoption of Resolution No. 2015-34:** A resolution adopting the Picture Canyon Management Plan.

RECOMMENDED ACTION:

1) Read Resolution No. 2015-34 by title only

2) City Clerk reads Resolution No. 2015-34 by title only (if approved above)

3) Adopt Resolution No. 2015-34

16. DISCUSSION ITEMS

None

17. FUTURE AGENDA ITEM REQUESTS

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

- A. Future Agenda Item Request (F.A.I.R.):** A citizen petition to reconsider Ordinance No. 2015-08 (Nuisance Ordinance).

- B. Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Oravits to place on a future agenda an amendment to City Council Rules of Procedure to require four members of Council to move an item forward under F.A.I.R.

- C. **Future Agenda Item Request (F.A.I.R.):** A request by Mayor Nabours to place on a future agenda a discussion of the City's Sidewalk Ordinance.
18. **INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF, FUTURE AGENDA ITEM REQUESTS**
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: 10/01/2015
Meeting Date: 10/06/2015



TITLE

Consideration and Approval of Minutes: City Council Special Meeting (Executive Session) of September 8, 2015; Regular Meeting of September 15, 2015; and Special Meeting (Executive Session) of September 29, 2015.

RECOMMENDED ACTION:

Amend/approve the minutes of the City Council Special Meeting (Executive Session) of September 8, 2015; Regular Meeting of September 15, 2015; and Special Meeting (Executive Session) of September 29, 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: [09.08.2015.CCSMES.Minutes](#)
 [09.15.2015.CCRM.Minutes](#)
 [09.29.2015.CCSMES.Minutes](#)

MINUTES

1. Call to Order

Mayor Nabours called the Special Meeting (Executive Session) of September 8, 2015, to order at 4:06 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

Others present: City Manager Josh Copley and City Attorney Michelle D'Andrea.

3. Recess into Executive Session.

Moved by Mayor Jerry Nabours, **seconded by** Vice Mayor Celia Barotz to recess into Executive Session.

Vote: 7 - 0 - Unanimously

The Flagstaff City Council recessed into Executive Session at 4:06 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 A.R.S. §38-431.03(A)(3) and (4), respectively.

- i. Settlement Offer re Flagstaff Senior Meadow
- ii. Discussion of litigation matter - personnel

iii. Permit/Contract negotiations with Arizona Department of Transportation (ADOT) re way-finding signs in City rights-of-way.

5. Adjournment

The Flagstaff City Council reconvened into Open Session at 5:42 p.m. at which time the Special Meeting (Executive Session) of September 8, 2015, adjourned.

Mayor

ATTEST:

City Clerk

MINUTES

1. **CALL TO ORDER**

Mayor Nabours called the meeting of September 15, 2015, to order at 4:01 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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2. **ROLL CALL**

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

PRESENT

ABSENT

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

Others present: City Manager Josh Copley and 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 Special Meeting of September 1, 2015, and the Regular Meeting of September 1, 2015.

Councilmember Overton referenced the minutes of September 1, 2015, noting that Vice Mayor Barotz had indicated she would support the motion regarding postponement of action on the generator. Vice Mayor Barotz agreed with that correction.

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Scott Overton to approve the minutes of the City Council Special Meeting of September 1, 2015, and the Regular Meeting of September 1, 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. 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).

None

8. LIQUOR LICENSE PUBLIC HEARINGS

Mayor Nabours opened the public hearing for both of the liquor license applications listed below. He noted that City Police Department, Sales Tax and Community Development found no reason for denial. There being no public input, he closed the public hearing.

Moved by Councilmember Jeff Oravits, **seconded by** Councilmember Karla Brewster to forward a recommendation to the State for approval of both licenses.

Vote: 7 - 0 - Unanimously

- A. **Consideration and Action on Liquor License Application:** Frederic Wojtkielewicz, "FLG Terroir", 17 N. San Francisco, Series 07 (beer and wine bar), Person Transfer.
- B. **Consideration and Action on Liquor License Application:** Cecily Clift-Maniaci, "The Toasted Owl Cafe", 12 S. Mikes Pike, Series 12 (restaurant), New License.

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.

Moved by Vice Mayor Celia Barotz, **seconded by** Councilmember Jeff Oravits to approve Consent items 9-A and 9-B.

Vote: 7 - 0 - Unanimously

- A. **Consideration and Approval of Amendments to Intergovernmental Agreements:** With Coconino County, Navajo County, the City of Holbrook, and the City of Winslow regarding Arizona Route 66 Coalition Communities U.S. Environmental Protection Agency 2012 Brownfields Community-wide Assessment Grant **(Approve time extension amendments to IGA's)** .

Authorize the City Manager to execute amendments to Intergovernmental Agreements (IGAs) with Coconino County, Navajo County, the City of Holbrook, and the City of Winslow.

- B. **Consideration and Approval of Cooperative Contract:** To lease purchase 9 Zoll X-series Manual Monitor/Defibrillators through a cooperative contract with Zoll Medical Corporation through National Purchasing Partners, Contract No. 052312 **(Approve contract with Zoll Medical Corporation in the amount of \$223,383.50)** .

Approve the lease purchase of 9 manual Monitor/Defibrillators from Zoll Medical Corporation for the cost of \$223,383.50 through 5 equal annual payments of \$44,676.70 per year.

10. **ROUTINE ITEMS**

- A. **Consideration and Approval of Contract:** Approval of an Intergovernmental Agreement between the City of Flagstaff and the Summit Fire District for dispatch services.

9-1-1 Communications Manager Irene Hunkler briefly reviewed this request, noting that they would provide the same services as in the past. She said that other districts which they dispatch for are Blue Ridge Fire District and High Country Fire & Rescue. She did not believe this would add any unreasonable burden on the department.

Moved by Councilmember Scott Overton, **seconded by** Councilmember Jeff Oravits to approve this Intergovernmental Agreement between the City of Flagstaff and Summit Fire District to provide dispatch services for Summit Fire District.

Vote: 7 - 0 - Unanimously

B. Consideration and Approval of Construction Manager at Risk (CMAR) Contract:
Leroux Street Water and Sewer Improvements ***(Approve contract with Eagle Mountain Construction in the amount of \$2,119,350.00).***

Mayor Nabours said that this went to an evaluation committee, on which he sat, and he would therefore be declaring a conflict of interest and recusing himself. He noted that it was most interesting and enlightening to be on the committee and if anyone on the Council was interested in sitting or observing he would encourage it. He then left the room and Vice Mayor Barotz assumed control of the meeting.

Randy Groth, Project Manager Capital Improvements, gave a brief overview of the project. He reviewed the overall delivery sequencing, noting that their approach is to mobilize construction this fall, beginning above Birch in the neighborhood. Then, as soon as weather allows in the spring they will remobilize in two locations--where they left off and concurrently they will have crews come in to start work from Route 66 to Birch with underground. He said that staff and the contractor have committed to have a goal of completing the downtown effort by Memorial Day. The contractor will apply every reasonable effort, but the schedule can vary due to weather and unanticipated construction issues. Considering that they are working with 115 year old water mains, the underground conditions are often unknown in an older part of town. He said that staff has met several times with the Downtown Business Alliance and they have committed to an ongoing working relationship with them.

Councilmember Oravits asked why they had such a late start on the pipe with winter coming on. Mr. Groth said that they initiated this project through the Request for Statement of Qualification (RSOQ) process. They did an evaluation and selected the top three scoring firms. They negotiated with the top firm but could not come to a successful agreement so they moved to the second.

Mr. Groth said that they are taking out 8" pipe and replacing it with 8" which will handle future needs as well, based on information from utilities and a civil engineer who did the design work.

Vice Mayor Barotz asked if they had any idea how long customers in the construction area would be without water. Mr. Groth said that there is usually a 30-45 minute range when the transition is made. They will keep the existing water main active while constructing the new main and services. They will give notification to each business or residence, usually the day before. The same process applies for the sewer line. Once they make the transition the old pipe is left in the ground.

Moved by Councilmember Jeff Oravits, **seconded by** Councilmember Karla Brewster to approve the Construction Manager at Risk (CMAR) contract with Eagle Mountain Construction in the Guaranteed Maximum Price (GMP) of \$2,119,350.00 and a contract time of 350 calendar days; approve Change Order Authority to the City Manager in the amount of \$198,740 (10% of the contract amount, less Owner's contingency); and authorize the City Manager to execute the necessary documents.

Vote: 6 - 0

Other: Mayor Jerry Nabours (RECUSE)

- C. **Consideration and Adoption of Resolution No. 2015-32:** A resolution of the Council of the City of Flagstaff, Arizona authorizing the appointment of a City Treasurer.

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Karla Brewster to read Resolution No. 2015-32 by title only.

Vote: 7 - 0 - Unanimously

*A RESOLUTION OF THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA
APPROVING THE APPOINTMENT OF A CITY TREASURER*

Moved by Councilmember Jeff Oravits, **seconded by** Mayor Jerry Nabours to adopt Resolution No. 2015-32.

Vote: 7 - 0 - Unanimously

- D. **Consideration and Adoption of Resolution No. 2015-33:** A resolution of the City Council of the City of Flagstaff authorizing signatures for checks and payment vouchers **(Authority to Sign Checks)**

Moved by Councilmember Jeff Oravits, **seconded by** Mayor Jerry Nabours to read Resolution No. 2015-33 by title only.

Vote: 7 - 0 - Unanimously

*A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF AUTHORIZING
SIGNATURES FOR CHECKS AND PAYMENT VOUCHERS, AND REPEALING PRIOR
RESOLUTION*

Moved by Councilmember Karla Brewster, **seconded by** Mayor Jerry Nabours to adopt Resolution No. 2015-33.

Vote: 7 - 0 - Unanimously

- E. **Consideration and Adoption of Ordinance No. 2015-18:** An ordinance to enter into a second Amendment to Development Agreement (DA) with Nestle-Purina Petcare Company to extend the agreement and underlying lease for up to six months **(Possible extension of development agreement with Nestle-Purina).**

Business Retention and Expansion Manager John Saltonstall reviewed the changes which had been made to the Amendment to Development Agreement, based on previous comments from Council.

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Eva Putzova to read Ordinance No. 2015-18 by title only for the final time and that specifically the Second Amendment to the Development Agreement that is referenced in the ordinance is in the form received this evening.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AUTHORIZING THE CITY OF FLAGSTAFF TO ENTER INTO A SECOND AMENDMENT TO DEVELOPMENT AGREEMENT AMENDING THE DEVELOPMENT AGREEMENT WITH NESTLE PURINA PETCARE COMPANY TO ALLOW TEMPORARY EXTENSION OF AGREEMENT AND UNDERLYING LEASE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Karla Brewster, **seconded by** Mayor Jerry Nabours to adopt Ordinance No. 2015-18.

Mayor Nabours said that they were appreciative of Nestle Purina carrying out that study.

RECESS

The 4:00 p.m. portion of the September 15, 2015, Council Meeting recessed at 4:31 p.m.

6:00 P.M. MEETING

RECONVENE

Mayor Nabours reconvened the Regular Council Meeting of September 15, 2015, at 6:03 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

ABSENT

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

Others present: City Manager Josh Copley and City Attorney Michelle D'Andrea.

12. PUBLIC PARTICIPATION

The following individuals addressed the Council regarding concerns with the Water Rate Study:

- Bryan Bates
- Ann Marie Zeller

Comments received included:

- Water is our most limited and precious resource and it is essential that they conserve water for both biological and economic reasons.
- Reclaimed water users pay a flat rate of 35% of commercial potable rates, already exceptionally low.
- Reclaimed water is a resource that needs better management through conservation and market regulation.
- The reclaimed water rate structure has not been appropriately maintained and revision by a competent water rate consultant should be the first step
- They recommend that Council find a new water consultant and thoroughly vet all information related to water pricing prior to adopting any of the current rate proposals.

Sheri Paralta addressed the Council on concerns with downtown handicap accessible parking being limited, and asked that the Council put this item on the agenda to help the disabled people of the community and visitors.

Mayor Nabours reported that Agenda Item 16, Zoning, would be discussed after Item 17.

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

None

14. PUBLIC HEARING ITEMS

None

15. REGULAR AGENDA

- A. Consideration and Adoption of Ordinance No. 2015-17:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, by deleting Title 6, Police Regulations, Chapter 6-03, Animals, in its entirety and adopting revised Chapter 6-03, Animal Keeping; providing for severability, authority for clerical corrections, and establishing an effective date.

Sustainability Specialist McKenzie Jones gave a PowerPoint presentation on animal keeping which addressed:

- PRESENTATION OUTLINE
- EXISTING ANIMAL KEEPING CODE
- COMMUNITY FEEDBACK ON EXISTING CODE
- GOALS FOR PROPOSED CODE
- LARGE LIVESTOCKS
- HOW DOES THIS DIFFER FROM CURRENT?
- SMALL LIVESTOCK
- BEEKEEPING
- LOT COMPARISONS
- NEW RULES AND RESTRICTIONS LIMITING NUISANCES
- NEW RULES
- COMMUNITY FEEDBACK
- BENEFITS OF PROPOSED CHANGES

Mayor Nabours asked why the necessary pasture changed from half-acre to quarter-acre. Ms. Jones replied that in order to meet the prior LDC (their most recent code related to horses) those pasture requirements would need to decrease. If the pasture requirement is more important, then the allowable amount on large lots would need to decrease. Since they currently do not have a pasture requirement, they felt anything was better than nothing.

Councilmember Oravits voiced concern with the slaughter issue. He has been hearing from some groups as they were hoping that slaughter of chickens would be permitted. He asked what the rationale was for prohibiting that. Ms. Jones said that many people are uncomfortable with having it next door and do not feel it is appropriate within City limits. She said that there are a lot of cities that do allow it. Some call it "harvesting" chickens, and many say it has to be happen in a garage, or shielded from neighbors.

Councilmember Overton said that he went back in his mind to the days when they had zoning case issues regarding alpacas in a neighborhood and the issue of the code being silent. Ms. Jones said that exotic animals are covered by state and federal laws. She said that they have tried to address it by referring to "other similarly-sized animals" and they have included the majority of types that people want to keep.

Councilmember Overton said that in the nuisance categories it evolved from the same case. He asked if they were still comfortable using that broad of language, or if they need to help the animal control officer and police chief. Ms. Jones said that they struggled with that as well. She said that this was part of the challenge of enforcing codes in general.

Vice Mayor Barotz said that she did not think they could avoid it and need to use the "reasonable person's standard." She said that they were moving in a difficult direction.

They could let it play out for awhile and see where the challenges are. Ms. Jones said that part of the way they are trying to address that issue is through a cap on animals. Any animal is going to create a nuisance if they do not pick up after them.

Councilmember Brewster asked if this would apply to property owners as well as renters. Ms. Jones said that this applies to the property, so ultimately if they are renting to someone it is something to be addressed through the lease document.

Councilmember Evans said that she thinks that one of the major issues is that the City has one animal control officer. She said that in this next budget cycle they may need to authorize more than one. Councilmember Oravits agreed; he was shocked to hear they only had one officer.

The following individuals spoke in support of the animal keeping ordinance changes:

- Rosemary Logan, Flagstaff Food Link
- Cara Corbin, Northern Arizona Director of Local First Arizona
- Gabor Kovacs
- Cindy Dorfsmith, Flagstaff Liberty Alliance
- Michael Del Giorgio
- Elizabeth Taylor (waived right to speak)

Comments received included:

- Endorses proposed changes and commend Sustainability Program
- Hope they also consider new beekeeping codes
- Local First Arizona supports proposed changes to animal keeping code

Mayor Nabours asked for clarification with regard to section A8 and chicken shelters being a certain distance from the fence. He asked if they were saying the chickens could not run around the yard. Ms. Jones said that the intent behind the language was that the shelter is what is not allowed to be within a certain distance from the fence. She said that the intent is for a stationary coop with a fenced backyard so they are completely contained, or they will get eaten.

Mayor Nabours voiced concern about the chart and how it corresponds with the amount of pasture. He said that even at one-quarter acre it is inconsistent with the wording. After further discussion, Mr. Eastman said that the Mayor has caught something that is not as clear as it needs to be and they would work on clarifying that language.

Ms. Jones added that staff is requesting that tonight just be discussion and they would bring the ordinance back for first read in November. Councilmember Oravits asked Councilmembers and members of the audience if they would support adding language to allow for chicken slaughtering if it was shielded from neighbors. Members of the audience agreed that they would like to see that considered. No objections were voiced by Council. Ms. Jones asked if there were any questions or issues to be researched before the next meeting with regard to beekeeping. No comments were received.

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Jeff Oravits to postpone this item to a date in the future to be set by the City Manager, and to come back with more refined language.

Vote: 7 - 0 - Unanimously

B. Consideration and Approval of Contract: Street Lighting in Support of Dark Skies RFP 2015-69 ***(Approve contract with Monrad Engineering, Inc. for the development of an installation and light management plan in the amount of \$100,000).***

FMPO Manager David Wessel reviewed this request noting that he received several questions at last week's meeting and would attempt to answer them tonight. He explained that LPS was set as a standard for lighting in Flagstaff in the 1980's and Flagstaff was identified as the world's first Dark Skies City. With the advent of LED lighting the production of LPS has decreased resulting in cost increases, poorer quality and delayed deliveries. Further, the LPS lighting fixtures are large, catch the wind and fatigue the light poles and mast arms. Together these create an increasingly urgent need to find a replacement technology. The US Department of Energy promotes the use of LED lights as very energy efficient. This is true for those lights producing white light. However, the light levels and light spectrum from white LED is very disruptive to the regional observatories. Last year's Dark Skies Summit convened experts in astronomy, development, health and lighting where these and other issues were examined. Extensive blue light application can have negative implications for health and the environment by disrupting circadian rhythms.

In May of 2015, the Purchasing Section conducted a Request for proposals (RFP) and received a total of four (4) proposal responses. The evaluation committee evaluated and scored the four proposal responses according to the evaluation criteria outlined in the RFP document. Monrad Engineering's proposal was determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors outlined in the RFP. He said that the FMPO is bringing surface transportation program funds to bear on this project.

Mr. Wessel said that in the long-term how they transition will be based, in part, on the research performed by Monrad on the LPS lights. Vice Mayor Barotz asked Mr. Wessel if he was saying they are obsolete and difficult to get now. Mr. Wessel replied that was correct.

Vice Mayor Barotz asked why the contract states that a variety of LED types will be explored, when they know that many of those will degrade the dark skies. Mr. Wessel said that there may be limited applications, such as high pedestrian activity where they will want to have brighter light for safety purposes. One of the things they want to be able to do is control LED lights, possibly through activation. Those are some of the lights they want to explore, but they would not look at those for high use. He said that recent lab tests done on LPS indicate that the spectrum between LPS and the newer LED is not as great as once understood. There is an opportunity, if the level of light they are experiencing is brighter, or has a different spectrum and if they are performing to the Observatory's need, then that is something they want to explore.

Vice Mayor Barotz said that it was her understanding that the observatory believes that they only potential solution is the amber LED and they are very concerned about moving in a different direction. Mr. Wessel said that they have heard that the narrow band LED's would meet their expectations. They have also heard from the observatory and Monrad that there are some things to be explored. He said that their understanding of narrow band LED and the intent to use existing poles, they would reduce the amount of light on the street considerably because of the lumen output.

Mr. Wessel said that if they were to replace LPS with narrow band LED fixtures, the

amount of lumens put out is considerably less. While that meets the observatory's needs, in terms of what the community sees it would be considerably less.

Vice Mayor Barotz said that she did not want to get into the technology, and is trying to get her arms around it. As someone that cares a lot about not just astronomy, but also the economic impact of the observatories, she wants to make sure that while they think they are going in the same direction that they are not at odds. She said that the observatories measure light, and she asked why they were doing this; it would be good to understand what is really going on.

Mr. Wessel said that 1) they will be bringing the observatories to the process and having them sign off on the process to be used by Monrad; and 2) in terms of different perspectives, there are a range of values at play--dark skies, economic value of observatories, public safety and lighting on the streets.

Councilmember Putzova asked if the research was going to drive the policy decision, or if the policy decision should go first. She felt that was really at the core of the concerns. Mr. Wessel said that in putting this together and talking with Public Work staff, they see the priorities of the dark skies and the priority in the Regional Plan and in terms of lighting levels he thinks the policy is driving this. In Monrad's proposal they ask how they apply new technology to meet those objectives. There is a debate within the community on how to go about doing that.

Mayor Nabours said that he thought it would be hard to make policy decisions without knowing what all of the options are and knowing the requirements of many sides.

Councilmember Brewster said that they have a policy of dark skies. Monrad has said there is new technology out that may protect dark skies and also provide safety lighting. Mr. Wessel said that one of the things incorporated into their work is emerging standards are out and they have learned about some of these at the Dark Skies Summit. They see some opportunities to lower some of their lighting levels in terms of looking at an overall strategy and a simple wholesale change would miss that opportunity.

Councilmember Brewster asked how long they think it will take to accomplish some requirement that meets both needs. Mr. Wessel said that the schedule is less than a year. Part of the challenge is the weather. They will set up tests, and when they do the measurements they need conditions to be nearly identical, so depending on the weather it may take time to find that window.

Vice Mayor Barotz said that in her reading of the RFP, it says, "there shall be no degradation of the missions of the observatories, but it says there shall be no modeling. She did not see how the research is valid. Mr. Wessel said that they did not exclude the use of models, but they wanted to be in support of field tests as well. The discussion they have had is that the \$200,000 for procurement of lights should be enough to do large tests. Monrad is proposing one large-scale test and several other places around town to do smaller tests.

Vice Mayor Barotz asked what would constitute "large scale." Mr. Wessel said that they are talking maybe 200 light bulbs, with 3600 in the City overall. They felt that the \$200,000 would purchase a lot of light bulbs and be adequate for testing needs.

Vice Mayor Barotz said that based on research and discussions she has had, she is not comfortable with the methodology and they all know that methodology influences outcome.

The issue of how the changing of the light and measuring the impact is the critical question. Mr. Wessel said that one of the things they looked at with Monrad's approach was the rigor of their measurements from ground-based to air-based to satellite-based and the range of measures within that regime, it seemed like it would be sensitive enough to detect variability in the tests they are proposing and have the ability, based on region wide application, to generalize what would happen if they replaced lights of various sizes.

Mayor Nabours asked Vice Mayor Barotz if she felt that Monrad was biased. Vice Mayor Barotz said that what she is struggling with is the feeling that, with the work the observatory does, they are saying they have to go and get someone else to tell them what they have already said.

Councilmember Putzova said that Lowell Observatory was part of the team that selected the firm. She asked if they were comfortable with the research methodology framework as they were clearly the experts. Mr. Wessel said that for those of them on the committee not named Jeff Hall, they leaned heavily on his expertise. To the best of his recollection Mr. Hall did not express any misgivings and he thought it was reasonable to say that they do have an opportunity, through their usual project method, to take a look at that methodology and refine it if needed.

Vice Mayor Barotz said that she noticed in the contract there is some language addressing flexibility. If she hears there is some flexibility, she would be more comfortable. Mr. Wessel said that certainly, in terms of a stakeholder, Monrad is expecting that and looking forward to it. He believes there is great flexibility. The proposal is fairly general. Ms. D'Andrea said that she was not familiar enough with the document to comment, but they certainly have the change order process to deal with such changes, if necessary.

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Karla Brewster to award the contract for Street Lighting In Support of Dark Skies RFP 2015-69 to Monrad Engineering, Inc. of Tucson, AZ in the amount of \$100,000.

Vice Mayor Barotz said that when the study is done and it comes back to the Council, she would hope they would invite Lowell and the Naval Observatories to share the results, and offer the opportunity to NAU as well. She then read some comments from Jeff Hall, who was unable to attend the meeting. He could see the value in a kick-off meeting with Monrad, the City and the observatories to review the overall project. He does want the project to move forward, but would appreciate regular communications on its status. The proposed actions compliment those of the Dark Sky Working Group and he would recommend that the proposers stay in contact with the Group. Their timelines are the same, with completion anticipated by late spring of 2016. He supports approval of the proposal because he feels hopeful that the proponent understands that Flagstaff is world renown for dark skies protection and that the selection we choose must maintain or enhance that. It is possible that the results will include recommendations that are a non-starter. They have to work for the City, the observatories as stated in RFP. With above in mind, he said that one important concern is that there might be misunderstandings of astronomical procedures and measurements. This contract includes taking extensive light measurements and analyzing changes in brightness of light. This is all in the wheelhouse of what astronomers do for a living. The data and methods of LPS are going to be essential to understand. The observatories say they know good data and bad data. He is looking forward to a good collaboration and he hopes there is a clear understanding of the methods and wants to ensure the integrity of the methods. When we transition away from LPS we maintain our dark skies and if lucky enhance them.

Vote: 6 - 1

NAY: Vice Mayor Celia Barotz

A break was taken from 7:43 p.m. to 7:54 p.m. Mayor Nabours said that they would then discuss Item 17-A.

16. DISCUSSION ITEMS

A. Policy discussion on proposed amendments to Chapters 10-10 and 10-20 of the Flagstaff Zoning Code.

Zoning Code Administrator Roger Eastman reported that back on June 30, 2015, they had a work session where they laid out the process they have been following since the new Zoning Code was adopted in November 2011. Before its adoption he was already putting together a list of things that needed to be fixed. They have heard from staff, developers, contractors, and citizens, and he has kept all of those comments, large and small. The City Attorney's department is doing a review as well.

He said that so far they have been having weekly meetings with the City Planning staff, going through chapter by chapter. He said that the role of Council was to focus on the broader policy issues. Tonight he has brought forward Sections 10-10 and 10-20. At the request of Council, a summary of the policy issues have been arranged as questions.

Councilmember Evans referenced the proposed amendment in 10-20 that would allow the Planning Director to waive a second or additional neighborhood meeting. She said that this needs to be watched carefully. She has noticed that a lot of older residents do not have e-mail, so they need to notify residents in ways other than e-mail. Mr. Eastman said that rather than actually put that level of detail in the Code, it would go into the process.

Vice Mayor Barotz asked how the Code defined "record of proceeding." Mr. Eastman said that it does not. At the applicant's meeting they ask that the developer tell staff who spoke, what they said, responses, etc. They are not suggesting that level of detail should be in the Code, but maybe they could add some examples.

Vice Mayor Barotz agreed that it should not be in the Code. Part of the challenge is there are cases that reports that come back are not meaningful. What they consider to be important documentation may not be what the City is really looking for.

Council agreed this was the format they would like to review and Vice Mayor Barotz thanked Mr. Eastman for preparing it in this manner.

Discussion was held on the need for the developer to send notice of the neighborhood meeting. Concerned was voiced with notices not coming from the City and maybe being tossed. Councilmember Evans asked how they verify that it was done by the developer. Mr. Eastman said that the City states that the applicant shall mail a notice and they are required to submit a notarized copy of the notice and mailing list. Additionally, they ask for an Affidavit of Posting of the physical property.

Vice Mayor Barotz said that she believed that commenting on this process in the policy guidelines could help the developers.

Councilmember Overton referenced 10-20-30-50, noting that it was not part of a platted

subdivision. He said that it seemed more work than would be requested of a single-family residence. Mr. Eastman said that this is current practice. When they have a property that might be on meets/bounds, it is unsubdivided and this gets all of the players around the table to ensure there will be fire access and utility issues are resolved. He also noted in 10-20-50-40 they tried to make it easier to understand the protest procedure, and noted that the percentage is mandated by state statute.

Mr. Eastman said that next time they would be reviewing 10-30, which is general to all, and includes Heritage Preservation. He said that there are a lot of changes, but they are mostly for clarity.

17. **FUTURE AGENDA ITEM REQUESTS**

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

- A. **Future Agenda Item Request (F.A.I.R.)** : A request by Councilmember Putzova to place on a future agenda a resolution replacing Columbus Day with Indigenous People's Day to celebrate the contributions and culture of Native Americans and the indigenous community.

Councilmember Putzova said that she first wanted to clarify that her request had nothing to do with the City-designated holidays as they are adopted in the Personnel Rules and Regulations and any misinformation received was just that. She then provided a little context for her request stating that she has been in Flagstaff for 16 years and witnessed many instances of sometimes open, and sometimes more covert, disrespect for the Native American people. The personal stories of harassment, experiences of racial profiling, and disrespect and disregard for the Native American way of life are troubling.

She said that her request had three components. They are not individual requests but steps she would like the Council to discuss and seek consultation on from the Native American community:

1. Update on the status of the implementation of general provisions of the Navajo Nation Human Rights Commission and City of Flagstaff MOU and a plan forward addressing items in the MOU with a specific timeline.
2. Provide public hearing opportunities for engagement with the Native American community to identify proposals the City can implement to make a meaningful, positive impact in the lives of their Native American friends and neighbors; and
3. After accomplishing 1 and 2 above, and after adopting an implementation plan for initiatives identified through public engagement, move forward to declare the Indigenous People's Day to be the second Monday in October of every year; and in the same declaration, call upon those that still recognize this day as Columbus Day, including the Federal Government and the financial sector, to replace it with the Indigenous People's Day.

Ms. D'Andrea noted that this item had been placed on the agenda as a resolution; there was nothing addressing the Navajo Human Rights Commission. She did not think it was a problem that it was mentioned, but a larger discussion of those items should be agendized appropriately.

The following individuals addressed the Council:

- Clayson Benally
- Klee Benally
- Mary Chun

Moved by Councilmember Coral Evans and **seconded by** Councilmember Eva Putzova to suspend the rules (of three minutes limit) and allow Klee Benally to continue.

Vote 4 - 3 Passed

NAY Mayor Jerry Nabours
Councilmember Jeff Oravits
Councilmember Scott Overton

Comments received included:

- Supports Indigenous People's Day
- A lot of times they do not understand their own community
- Went through Flagstaff Unified School District and was taught about Columbus.
- Native American History was included in two paragraphs; history was written by victors of war
- They are saying they want to be heard and be a part of the community
- Most of the time they are ignored
- Agree that a day that celebrates genocide of Indigenous Peoples must be abolished
- Want to see focused policy implementation to affect meaningful systemic changes with a diversity of Indigenous people at the core of decision making, including clear measurable objectives, hard deadlines, and significant accountability.
- Nothing has come of the 2012 Navajo Nation Human Rights Commission hearings regarding violence and discrimination of Indigenous Peoples in Flagstaff

Gabor Kovacs addressed the Council stating that Columbus Day should be left alone, but they should pick another day to honor the Indigenous People.

Ms. D'Andrea noted that it is important to stick with what is on their agenda as it notifies the public of what will be discussed. There is a thin line between explaining the proposal and then adding different components.

Councilmember Evans said that one of the things they were doing here tonight was seeing if there was enough support to place this on a future agenda. She asked if it would not be appropriate at that time to talk about the process of how they would like to see it become a resolution. Ms. D'Andrea said that they can certainly broaden the language for the next discussion to include whatever it is she wants to package. Then people will have an opportunity to address all of the items.

Councilmember Putzova said that she wants to make sure that it is clear that the reason that they received the e-mails was because of the activity of Jeff Oravits. Those e-mails were not even speaking about the content that they are talking about tonight. She appreciates the clarification that she needs to outline all of the components of her request at the time she requests a future agenda item request.

Councilmember Oravits said that he did notify the public as per her request. She requested a future agenda item and that request was very specific. He echoed what she

requested and there was a strong response based on that request. He said that Councilmember Putzova needs to be fair to the process. Just like she lets people know in the community when things are on the agenda, he did the same. He hopes there was no insinuation that there was something wrong with that.

Councilmember Putzova withdrew her request at this time.

- B. Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Putzova to place on a future agenda a discussion of the Council Travel Policy and Use of Travel Funds.

Councilmember Putzova said that the City does not have a travel policy specific to the Council and she would like to discuss the issue and establish a policy that outlines explicitly how the travel funds can be used. Vice Mayor Barotz said that she thought it was an important thing to do as it has been unclear to her as the way it has been implemented has changed over the years. Councilmember Evans agreed.

The City Manager was directed to place this item on a future agenda.

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

Councilmember Evans requested a future agenda item on handicap accessible parking downtown.

She also asked for a CCR to be prepared prior to the next discussion on plastic bags to address: 1) what Bisbee, Arizona is doing re the new law, and 2) what exactly would happen to the City if they implemented a bag tax/fee.

Councilmember Putzova requested a future agenda item to address the three-step process for declaring an Indigent Peoples Day and asked that the Legal Department assist with appropriate wording to allow a complete discussion, based on the discussion this evening.

Mr. Copley said that well before the first F.A.I.R. he had reached out to the Navajo Nation Human Rights Commission as it is time to have their update. He said that it is something they will have on the agenda; they just need to get it coordinated with the Navajo Nation.

Vice Mayor Barotz said that she supported Councilmember Evans' request for an update on handicap accessible parking. She does think it is a real problem and she would like to understand the City's accessible parking standards.

Vice Mayor Barotz said that there was an article in the Governing magazine requiring state and local governments to disclose information about property and tax abatement agreements. Ms. Goodrich said that she believed it is going to be a future requirement for budgets after December 15, 2015, which would be addressed in the City's 2017 budget. In the meantime, she will be preparing a CCR detailing that information for the Council so they do not have to wait two years.

Mayor Nabours referenced a letter Council received from Green Tree Hospitality regarding their interest in purchasing property at the airport. He asked if this would automatically go to the property group for further consultation and then come to Council, or if it would be placed directly on the agenda. Mr. Copley said that he would need to confer with staff tomorrow and discuss it further regarding procurement.

Mr. Copley reminded everyone of next Monday's Joint Work Session with the County Board of Supervisors, and added that there was no Tuesday meeting. He also reported that he would be out of town on Friday and the following Monday, and Ms. Goodrich would be Acting City Manager.

19. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held September 15, 2015, adjourned at 8:57 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 September 15, 2015. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 6th day of October, 2015.

CITY CLERK

MINUTES

1. Call to Order

Mayor Nabours called the Special Meeting (Executive Session) of September 29, 2015, to order at 4:01 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

Others present: City Manager Josh Copley and City Attorney Michelle D'Andrea.

3. Recess into Executive Session.

4. Executive Session:

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Karla Brewster to recess into Executive Session.

Vote: 7 - 0 - Unanimously

The Flagstaff City Council recessed into Executive Session at 4:03 p.m.

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body, pursuant to A.R.S. 38-431.03(A)(3).

i. Constitutional Issues and Panhandling

- B.** 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 A.R.S. Section 38-431.03(A)(3) and (4), respectively.
- i. Juniper Point Contract Negotiations
- C.** Discussion or consultation for legal advice with the attorney or attorneys of the public body, and discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property, pursuant to A.R.S. Section 38-431.03(A)(3) and (7), respectively.
- i. Property negotiations - Poleta Court
- D.** 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 A.R.S. §38-431.03(A)(3) and (4), respectively.
- i. Settlement Offer re Flagstaff Senior Meadow

5. Adjournment

The Flagstaff City Council reconvened into Open Session at 5:52 p.m. at which time the Special Meeting (Executive Session) of September 29, 2015, adjourned.

Mayor

ATTEST:

City Clerk

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacy Saltzburg, Deputy City Clerk
Date: 09/30/2015
Meeting Date: 10/06/2015



TITLE:

Consideration and Action on Liquor License Application: Roger Burton, "Giant Store #083", 2161 E. Route 66, Series 10 (beer and wine store), 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 10 license allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

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 10 liquor license was received from Roger Burton for Giant Store #083, 2161 E. Route 66.

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 Andy Wagemaker, Revenue Director, 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 applicant's personal qualifications and the location.

The deadline for issuing a recommendation on this application is October 8, 2015.

Community Benefits and Considerations:

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

Community Involvement:

The application was properly posted on September 2, 2015. No written protests have been received to date.

Attachments: [Giant 083 - Letter to Applicant](#)
 [Hearing Procedures](#)
 [Series 10 Description](#)
 [Giant 083 - PD Memo](#)
 [Giant 083 - Tax Memo](#)
 [Giant 083 - Code Memo](#)

OFFICE OF THE CITY CLERK

September 23, 2015

Giant #083
Attn: Roger Burton
1250 W. Washington Street, #101
Tempe, AZ 85281

Dear Mr. Burton:

Your application for a person transfer Series 10 liquor license for Giant #083 at 2161 E. Route 66, was posted on September 2, 2015. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, October 6, 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 expired on September 22, 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 10 Beer and Wine Store License (Beer and wine only)

Non-transferable

Off-sale retail privileges

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

PURPOSE:

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

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

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

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

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

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

MEMORANDUM

Memo #15-093-01

TO Chief Kevin Treadway
FROM Sgt. Matt Wright
DATE September 10, 2015
REF Series 10 liquor license application for Giant Gas Station #083

On May 5, 2015, I initiated an investigation into an application for a series 10 (beer and wine store) liquor license for the Giant store located at 2161 E. Route 66 in Flagstaff. The license number is 10033209.

I spoke with Roger Burton the listed agent on the license application. Roger stated this is an application for new store that will be built soon. Roger was not certain on the opening date but was hoping for early 2016. Roger Burton stated a manager has not been hired yet. Roger confirmed the listed controlling persons in the application all have financial interest in Western Refining Southwest Inc., who own the Giant Stores. Roger confirmed they would not be selling hard alcohol as it was not authorized by the type of license. Roger stated they did plan on selling individual 40 oz. beer cans and bottles. Roger was educated on issues that the city faces due to the sale of this type of beer. Roger was willing and eager to work with The City of Flagstaff and Flagstaff Police Department on any issues that may arise.

I conducted a query through our local systems and public access on Roger Burton, Robert Sprouse, William Jewell, Mark Smith and Gary Dalke. No derogatory records were found on any of the applicants. This is a new license application for a series 10 which is a non-quota license.

Based on this investigation I can find no reason to oppose this application for the new series 10 license.

Liquor License Memo

To: Stacy Saltzberg, Deputy City Clerk
From: Andy Wagemaker, Revenue Director
Date: August 19, 2015
Re: Series 10 Liquor License – Giant #083

I have reviewed our records for Western Refining Retail, LLC, and I have no objection to approval of this liquor license.



Planning and Development Services Memorandum


September 11, 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 #10033209
2161 East Route 66, Flagstaff, Arizona 86004
Assessor's Parcel Number 107-13-010
Roger Burton on behalf of Giant Store #083



This application is a request for a new, Series 10 (beer and wine sales) liquor license, by Roger Kenneth Burton on behalf of Western Refining Retail, LLC (Giant Store #083). This store 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.



CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Ryan Roberts, Utilities Engineering Manager
Date: 09/30/2015
Meeting Date: 10/06/2015



TITLE:

Consideration and Approval of Contract: Water Meter Vault replacement project (***Approve construction contract with Eagle Mountain Construction for the replacement of the existing water meter vault located at 2515 East Butler Avenue, Little America Hotel***)

RECOMMENDED ACTION:

- 1) Award the construction contract to Eagle Mountain Construction of Flagstaff, Arizona in the award amount of \$94,159 which includes \$6,000 in contract allowance. The contract period is for 160 days; and
- 2) Authorize Change Order Authority to the City Manager in the amount of \$8,815.90 10% of the bid contract amount, (less contract allowance) for unanticipated additional costs;and
- 3) Authorize the City Manager to execute the necessary documents

Executive Summary:

This is a operation and maintenance project to replace an old and obsolete water meter and vault for Little America Hotel. The existing water meter assembly including bypass piping, gate valves, and concrete vault is located in the driveway entrance to the truck refueling station. The existing 8" fire service meter and vault are failing and in need of replacement. Extensive coordination with this business owner has been made in advance of this proposed project construction including updating of easements and identifying private utility service lines on-site in the vicinity of this project. Additional coordination with Little America will occur for water meter disconnect and reconnect. Awarding the contract will authorize the construction of new water meter vault in accordance with the approved Public Improvements construction Plans prepared by Woodson Engineering.

Financial Impact:

Fundng is available in the Fiscal Year 2015-2016 Utilities Department Capital Budget. The Water Meter Vault replacement project is funded by the total budget appropriation of \$100,000 in FY 16 (account No. 202-08-370-3165-0-4461)

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. This project is needed to replace utility infrastructure that has reached the end of it's useful asset life.

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

- 1) Approve then award as recommended.
- 2) Reject the approval of the award and direct staff to re-advertise the project. This option would further delay the construction start date and cause the work be delayed until spring 2016.

Background/History:

Staff issued a solicitation for construction bids on May 6, 2015, and was advertised on May 10 and May 17, 2015. Four bids were received by the opening date of May 28, 2015 and Eagle Mountain Construction was determined to be the lowest responsive responsible bidder. The following is a summarized tabulation of base bids received:

Bidder	Total
Eagle Mountain Construction	\$94,159.
Tiffany Construction	\$107,176.
Fann Environmental, LLC	\$116,170.
A. Minor Contracting	\$126,000.

Key Considerations:

The scope of work includes a new water meter vault and meter for Little America Hotel located at Butler Avenue. The existing water meter assembly including bypass piping, gate valves, and concrete vault is located in the driveway entrance to the truck refueling station. The existing 8" fire service meter and vault are failing and in need of replacement.

Construction impacts may include temporary lane closures with traffic flagging but will still allow access to Butler Avenue and Little America Truck stop. There is no impact to the Little America hotel entrance. Extensive coordination with this business owner has been made in advance of this project construction including updating of easements and identifying private utility service lines on-site in the vicinity of this project. Additional coordination with Little America will occur for water meter disconnect and reconnect.

Expanded Financial Considerations:

Project expenditures will be funded by the Utilities 2016 Capital Improvement Program project # WW 3165 and innoprise account number 202-08-370-3165-0-4461.

Community Benefits and Considerations:

This project is an standard equipment maintenance replacement for a large commercial customer. No direct community benefit.

Community Involvement:

The City has consulted with the property owner to facilitate installation of the new water meter vault and coordinated the installation schedule to minimize impact to hotel operations as much as possible. Construction progress up-dates will be provided to the property owner as well as the community on the progress of this project.

Expanded Options and Alternatives:

1. Approve the award as recommended.
2. Reject approval of the award. This option would delay the construction start and cause the work to be deferred until spring 2016 and risk potential meter failure and emergency replacement.

Attachments: Construction Contract

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 Ct. 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 performance of work for the Little America Water Meter Vault Project; 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 **Little America Water Meter Vault 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 **\$94,159.00** to the Contractor for work and materials provided in accordance with the bid schedule, which amount includes all federal, state, and local taxes, as applicable. This amount shall be payable through monthly progress payments, subject to the following conditions:

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

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

4. Time of Completion. Contractor agrees to complete all work as described in this Contract within **one hundred twenty (160) 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
President
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, Contractor shall indemnify, save and hold harmless the City of Flagstaff and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") 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

Title

Approved as to form:

City Attorney

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Kimberly Ott, Public Information Officer
Co-Submitter: Anja Wendel, Senior Assistant City Attorney AW
Date: 09/30/2015
Meeting Date: 10/06/2015



TITLE:

Consideration and Approval of: Consent to Transfer Control of Cable License Agreement

RECOMMENDED ACTION:

Consent to Transfer Control of Cable License Agreement from Cequel Corporation to Altice N.V.; and authorize the Mayor to execute the necessary documents.

Executive Summary:

Flagstaff City Code and the Cable License Agreement between the City and NPG Cable, LLC doing business as Suddenlink requires the City of give prior consent for transfer of control from the parent company Cequel Corporation to the new equity investor Altice N.V.

Financial Impact:

No costs to the City are associated with the proposed transfer.

Connection to Council Goal and/or Regional Plan:

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

Foster relationships and maintain economic development commitment to partners

Has There Been Previous Council Decision on This:

Yes. Council approved a transfer of control in November 2012 from the licensee's parent company Cequel Communications Holdings, LLC to Nespresso Acquisition Corporation ("Nespresso"). Nespresso subsequently changed its corporate name to Cequel Corporation.

Options and Alternatives:

- Approve Consent to Transfer of Control of the Cable Television License from parent company Cequel Corporation to Altice N.V., based upon representations that the Licensee NPG Cable, LLC doing business as Suddenlink will continue to meet the legal, financial and technical qualifications for operating the cable system in the City; or
- Take no action on the application, in which case the application shall be deemed approved; or
- Deny the application, if the City Council finds that transfer of control of the License will adversely affect the Licensee's abilities to perform.

Cable Television License Agreement

On February 15, 2011 the City approved transfer to the Cable License Agreement from NPG Cable, Inc. to NPG Cable, LLC doing business as Suddenlink.

On or about June 3, 2015 the City received an application for transfer of control of the Cable Television License from parent Cequel Corporation to Altice SA. On or about August 19, 2015 City received clarification that new parent would be Altice N.V. Suddenlink will remain the actual licensee responsible for operation the cable system in the City of Flagstaff.

City staff has reviewed the application. The transaction will result in a substitution of equity investors. Based on the representations contained therein, it appears that the Licensee's legal, financial and technical operations will not be adversely affected. Licensee's performance to date is satisfactory.

Pursuant to federal regulations, if the City does not act within 120 days from receipt of an application, the application is deemed approved. Although the City Council may simply take no action on the application, formal approval of the transfer provides additional legal protections to the City and the Licensee has advised it seeks formal action.

Key Considerations:

Community Benefits and Considerations:

The community benefits from the continued operation of a cable television business within the City.

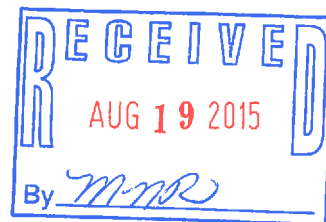
Letter dated August 22, 2015
Consent to Transfer Agreement
Corporate Structure Chart



August 11, 2015

Via Overnight Courier

City of Flagstaff
Attention: Mayor Jerry Nabours
211 West Aspen Ave.,
Flagstaff, AZ 86001



RE: Update Regarding the Transfer of Control of Cequel Corporation

Dear Mayor Nabours:

Cequel Corporation, a Delaware corporation ("Cequel"), and Altice N.V. hereby submit this letter to update certain information regarding the upcoming transfer of control of Cequel, the parent of NPG Cable, LLC d/b/a Suddenlink Communications ("Suddenlink").

As described in the Federal Communications Commission Form 394 "Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise" dated June 3, 2015 previously filed with your community (the "Application"), Altice S.A., through certain of its wholly-owned subsidiaries, agreed to acquire a 70% interest in, and ultimate control of, Cequel and its subsidiaries, including Suddenlink (the "Transaction"), pursuant to a Purchase and Sale Agreement ("Purchase Agreement") entered into on May 19, 2015. As previously noted, the Transaction is expected to close in the fourth quarter of 2015.

Altice S.A., a publicly traded Luxembourg company, recently completed a *pro forma* corporate reorganization (the "Reorganization") unrelated to the Transaction that resulted in a stock split and the substitution of Altice N.V., a Dutch public company, for Altice S.A. as the ultimate parent of the Altice group, and thus the ultimate parent of Cequel upon closing of the Transaction. In connection with the Reorganization, Altice S.A. merged with and into New Athena B.V., a newly formed Dutch private limited liability company, with New Athena B.V. as the acquiring entity and Altice S.A. as the company ceasing to exist (the "Merger"). Immediately prior to completion of the Merger, New Athena B.V. was converted into a Dutch public company and renamed Altice N.V.

Pursuant to the Merger, the shareholders of Altice S.A. were granted shares in Altice N.V. pro rata to their interest in Altice S.A. Thus, the ownership interests of Altice N.V. are the same as the former Altice S.A., which was described in the Application, and Patrick Drahi will remain the controlling shareholder.¹ The officers and directors of Altice N.V. also are the same as the former Altice S.A., as described in the Application, except that (1) Jurgen van Breukelen, a Dutch national, has joined the Altice N.V. Board of Directors as Chairman, with Patrick Drahi

¹ The precise size of Mr. Drahi's voting interest may increase if shareholders elect to exercise certain conversion rights provided in connection with the Reorganization.

becoming Altice N.V.'s President; and (2) A4 S.A., a Luxembourg public company, has replaced Jérémie Bonnin on the Altice N.V. Board of Directors, with A4 S.A. serving as Vice-President and Mr. Bonnin serving as A4 S.A.'s permanent representative, in addition to retaining his position as General Secretary.

As a result of the Reorganization, please note that in the draft transfer resolution provided with the Application, the second Whereas clause should be revised to read:

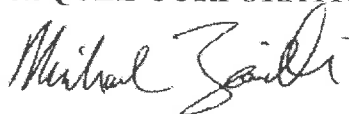
WHEREAS, Cequel Corporation ("Cequel"), the parent of the Franchisee, has entered into a Purchase and Sale Agreement (the "Agreement") with Altice S.A. (as subsequently reorganized to become Altice N.V., "Altice") and other parties thereto, pursuant to which certain wholly-owned subsidiaries of Altice will acquire 70% of the issued and outstanding equity interests of Cequel (the "Transaction"); and

Except for the changes noted above, all statements in the Application regarding the ultimate post-Transaction ownership and control of Cequel and Suddenlink remain accurate. Altice N.V. is a public company under Dutch law, having its official seat in Amsterdam, the Netherlands, and is registered with the Dutch trade register under number 63329743. New Athena B.V. was formed on May 18, 2015, and converted to Altice N.V. on August 8, 2015. The registered address of Altice N.V. is: Altice N.V., Cattenbroekerdijk 4 b, Amsterdam, The Netherlands.

This letter is provided for informational purposes to ensure the accuracy of your community's records. Please feel free to contact Michael Zarrilli, Vice President Government Relations & Senior Counsel at 314-315-9337, or by e-mail at michael.zarrilli@suddenlink.com with any questions or if you need additional information.

Respectfully submitted,

CEQUEL CORPORATION



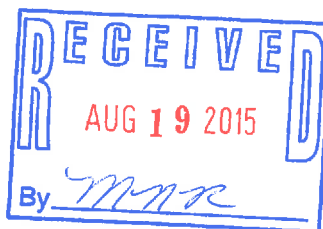
Michael Zarrilli
Vice President Government Relations

ALTICE N.V.



Jérémie Bonnin
General Secretary

JPMorgan Chase Bank, N.A.
Global Trade Services
131 South Dearborn, 5th Floor
Mail Code: IL1-0236
Chicago, IL 60603-5506



AUG 18, 2015
OUR L/C NO.: TFTS-843296

BENEFICIARY:

CITY OF FLAGSTAFF

CITY HALL

ATTN: MAYOR JERRY NABOURS

211 WEST ASPEN AVENUE

FLAGSTAFF, AZ 86001

APPLICANT:

CEQUEL COMMUNICATIONS, LLC

520 MARYVILLE CENTRE DRIVE - SUITE 520

ST. LOUIS, MO 63141

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. TFTS-843296 IN YOUR FAVOR UP TO THE AGGREGATE AMOUNT OF USD25,000.00 (TWENTY FIVE THOUSAND AND 00/100 UNITED STATES DOLLARS), AVAILABLE AT JPMORGAN CHASE BANK, N.A., C/O JPMORGAN TREASURY SERVICES, 10420 HIGHLAND MANOR DRIVE, 4TH FLOOR, TAMPA, FL 33610, ATTN: STANDBY L/C DEPT., BY PAYMENT AGAINST YOUR DRAFTS AT SIGHT TO BE ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

1. THIS ORIGINAL OF THIS IRREVOCABLE STANDBY LETTER OF CREDIT AND ANY AMENDMENTS THERETO, IF ANY.
2. A STATEMENT, SIGNED BY AN AUTHORIZED OFFICER OF THE CITY OF FLAGSTAFF, SIGNED AS SUCH, STATING:
' 'THE AMOUNT OF THIS DRAWING, USD..... UNDER JPMORGAN CHASE BANK, N.A., STANDBY LETTER OF CREDIT NO. TFTS-843296 REPRESENTS FUNDS DUE TO CITY OF FLAGSTAFF IN ACCORDANCE WITH THE CABLE LICENSE AGREEMENT BETWEEN THE CITY OF FLAGSTAFF, ARIZONA AND CEQUEL COMMUNICATIONS LLC.' '

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING, AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED OR AMPLIFIED BY REFERENCE TO ANY NOTE, DOCUMENT, INSTRUMENT OR AGREEMENT REFERRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO OR TO WHICH THIS LETTER OF CREDIT RELATES AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO BE INCORPORATED HEREIN BY REFERENCE. THE OBLIGATION OF JPMORGAN CHASE BANK, N.A., UNDER THIS LETTER OF CREDIT IS THE INDIVIDUAL OBLIGATION OF JPMORGAN CHASE BANK, N.A., AND IS IN NO WAY CONTINGENT UPON REIMBURSEMENT WITH RESPECT THERETO.

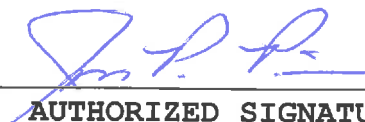
JPMorgan Chase Bank, N.A.
Global Trade Services
131 South Dearborn, 5th Floor
Mail Code: IL1-0236
Chicago, IL 60603-5506

AUG 18, 2015
OUR L/C NO.: TFTS-843296

THIS IRREVOCABLE STANDBY LETTER OF CREDIT IS EFFECTIVE IMMEDIATELY AND EXPIRES ON JULY 31, 2016. IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT IS DEEMED TO BE AUTOMATICALLY EXTENDED, WITHOUT AMENDMENT, FOR ADDITIONAL PERIOD(S) OF ONE (1) YEAR FROM THE EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO SUCH EXPIRY DATE WE SEND NOTICE TO YOU VIA HAND DELIVERED COURIER THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD.

ALL CORRESPONDENCE AND ANY DRAWINGS PRESENTED IN CONNECTION WITH THIS LETTER OF CREDIT MUST ONLY BE PRESENTED TO US AT JPMORGAN CHASE BANK, N.A., C/O JPMORGAN TREASURY SERVICES, 10420 HIGHLAND MANOR DRIVE, 4TH FLOOR, TAMPA, FLORIDA 33610, ATTENTION: STANDBY LETTER OF CREDIT DEPARTMENT. CUSTOMER INQUIRY NUMBER IS 800-634-1969 CHOOSE OPTION 1. CUSTOMER INQUIRY E-MAIL ADDRESS IS: GTS.CLIENT.SERVICES@JPMCHASE.COM

EXCEPT AS OTHERWISE STATED HEREIN, THIS IRREVOCABLE LETTER OF CREDIT SHALL BE SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION) INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 600.



AUTHORIZED SIGNATURE

CONSENT TO TRANSFER OF CONTROL OF CABLE LICENSE AGREEMENT

The City of Flagstaff, Arizona, a political subdivision of the state of Arizona ("City") hereby consents to transfer of control of the Cable License Agreement dated February 5, 2007 ("the License") this _____, day of October, 2015 as set forth below.

RECITALS:

- A. On February 5, 2007 the City issued the License to NPG Cable, Inc., an Arizona corporation ("NPG");
- B. On February 15, 2011 the City by Resolution No. 2011-07 consented to transfer of control of the License to NPG Cable, LLC doing business as Suddenlink Communications ("Licensee");
- C. On November 1, 2012 the City approved a Consent to Transfer of Control of Cable License Agreement from the parent company of Licensee, Cequel Communications Holdings, LLC to Nespresso Acquisition Corporation ("Nespresso"), a Delaware Corporation, however Licensee was not changed;
- D. On November 12, 2014 Nespresso changed its name to Cequel Corporation, a Delaware corporation ("Cequel Corp" or "Parent");
- E. On May 15, 2015 Cequel Corp entered into a Purchase and Sale Agreement pursuant to which 70% of the issued and outstanding equity interests of Cequel Corp will be acquired by Altice S.A. (as subsequently reorganized to become Altice N.V.) ("Altice"), a company organized under the laws of the Netherlands;
- F. Cequel Corp, Altice and Licensee have requested that the City consent to the transfer of control of the License in connection with the Transaction and has filed with the City a Federal Communications Commission ("FCC") Form 394, that includes relevant information concerning the Transaction and Altice (the "Application");
- G. The City has reviewed the Application, examined the legal, financial, and technical qualifications of the relevant parties, and has followed all required procedures to consider and act upon the Application;
- H. The City has relied on the representations made in the Application that following transfer of control Licensee will meet the legal, financial and technical

qualifications as required under all federal, state, and local law to operate its cable system in the City, and the City finds that it is in the best interest of the City of Flagstaff community to approve the Application.

AGREEMENT:

1. The City hereby approves the Application and consents to the transfer of control of the License in connection with the Transaction to Altice subject to the terms and conditions contained herein.
2. Altice has read, accepts, and agrees Licensee shall continue to be bound by License, and related amendments, regulations, ordinances, and resolutions in effect.
3. All liabilities, acts, and omissions known and unknown of Licensee related to the License whether occurring either before or after the transfer of control, are not affected by such transfer.
4. Licensee shall not be permitted to take any position or exercise any right with respect to the License which it could not have exercised prior to transfer of control.
5. Transfer of control shall not adversely affect the ability of Licensee to perform its obligations post-transfer.
6. The City's approval of the Application and consent to transfer of control in connection with the Transaction shall be effective immediately, and Licensee shall notify the City that the Transaction is complete within thirty (30) business days of the date the Transaction is consummated; provided, however, this Consent to Transfer of Control shall be null and void if the Transaction is not consummated.
7. The transfer of control does not affect any evaluation of Licensee's legal, financial, or technical qualifications that may occur under the License or applicable law after the transfer, and does not directly or indirectly authorize any additional transfers.
8. Transfer of control shall not adversely affect the ability of Licensee to perform its obligations under that separate Broadband Network Agreement dated February 5, 2007 entered into by and between the City and NPG Cable, Inc. post-transfer.

9. All notices to Licensee for purpose of the License shall be sent to:

Licensee:

Mr. Michael Zarrilli
Vice President Government Relations & Senior Counsel
NPG, LLC d/b/a Suddenlink Communications
520 Maryville Centre Drive, Suite 300
St. Louis, Missouri 63141
(314) 315-9337

IN WITNESS WHEREOF, in consideration of their respective covenants hereunder the parties have executed this Consent to Transfer of Control on the dates appearing below.

LICENSEE:

NPG, LLC d/b/a Suddenlink Communications

By: _____ Date: _____

CONTROLLING INTEREST:

Altice N.V.

By: _____ Date: _____

LICENSOR:

By: Jerry Nabours, Mayor Date: _____

Attest:

By: Elizabeth Burke, City Clerk

Approved as to form:

By: City Attorney's Office

S:\Legal\Civil Matters\2015\2015-253 Suddenlink Cable TV License - Transfer of Control to Altice\MJZ Consent to Transfer of Control 9-22-15.docx

HISTORY OF CABLE TV LICENSE IN FLAGSTAFF

2007

News-Press & Gazette Company (NPG) - PARENT

NPG Cable, Inc. – LICENSEE

2011

Cequel Communications, LLC dba Suddenlink – PARENT (transfer of control)

NPG Cable, LLC dba Suddenlink – LICENSEE (change in corp. structure/conversion)

2012

Nespresso Acquisition Corporation – PARENT (transfer of control)

NPG Cable, LLC dba Suddenlink – LICENSEE (no change)

2012

Nespresso Acquisition Corporation changes its name to Cequel Corporation –
PARENT

2015

Altice N.V. – PARENT (transfer of control)

NPG Cable, LLC dba Suddenlink – LICENSEE (no change)

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Randy Whitaker, Project Manager
Date: 09/30/2015
Meeting Date: 10/06/2015



TITLE:

Consideration of the Intergovernmental Agreement (IGA)/Joint Project Agreement (JPA):
15-0005388-I between the City of Flagstaff (City) and the Arizona Department of Transportation (ADOT) for the FY 2016 Highway Safety Improvement Program (HSIP), Design and Installation of Signs.

RECOMMENDED ACTION:

Approve the Intergovernmental Agreement between the City of Flagstaff and Arizona Department of Transportation in the amount of \$265,000.00 with a no city matching funds required.

Executive Summary:

This project replaces signs (parking regulatory signs and bicycle/pedestrian warning signs) which will provide greater safety benefits in accordance with new minimum retroreflectivity Federal mandates. This IGA/JPA is for the installation of approximately 3,000 signs and will be administered by ADOT.

To date, there have been three JPA's approved for this project. The original IGA/JPA was for the inventory of all signs citywide. The second for the design and construction of Phase I and the third was for the design of Phase II. Approving this IGA/JPA will obligate Federal HSIP funding in the amount of \$265,000.00 for installation of Phase II.

City is responsible for all actual costs exceeding the final bid, any overage, unforeseen conditions or circumstances, compensation for project delays attributable to the City and shall maintain all signage for the life of the equipment.

Financial Impact:

This IGA/JPA will fund the installation of signs in the amount of \$265,000. The total cost of the Sign Replacement Plan is estimated to be \$894,000.00 and will be paid for from HSIP funds. The federal share is funded at \$894,000.00 (100%).

Connection to Council Goal and/or Regional Plan:

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

Has There Been Previous Council Decision on This:

Yes – Original IGA/JPA for FY 2010 HSIP funds awarded on July 20, 2010 in the amount of \$175,000.00 with an Amendment One on June 10, 2011 for an additional \$50,000.00. An IGA/JPA was approved in November 2013 for design and construction of Phase I for \$300,000.00. The design for Phase II was approved on June 8, 2015 for \$36,891.00.

Options and Alternatives:

Approve the IGA/JPA as presented. This IGA/JPA will authorize the funds for the project up to the maximum available. Upgraded signs will achieve greater safety by maintaining to minimum federal reflectivity standards.

Provide direction for revisions and future Council consideration

Reject the IGA/JPA. This will not obligate the additional funding and City would have to reimburse FHWA for any cost already spent on Phase II.

Background/History:

The purpose of the Highway Safety Improvement Program (HSIP) is to achieve a significant reduction in traffic fatalities and serious injuries on public roads. This is to be accomplished through the development and implementation of the Strategic Highway Safety Plan (SHSP), which is a statewide-coordinated safety plan that provides a comprehensive framework for reducing highway fatalities and serious injuries on all public roads. SHSP is intended to identify the state's key safety needs and guide HSIP investment decisions. Funding is from the U.S. Department of Transportation, Federal Highway Administration through the Arizona Department of Transportation which is responsible for administering the HSIP in Arizona.

Key Considerations:

The 2010-11 IGA/JPA entered into between the City and ADOT developed a video log and inventory of all the signs within the City. As part of the sign inventory a Sign Replacement Plan was developed that separated the regulatory, warning and guide signs into replacement phases. This IGA/JPA is the second phase and will replace parking regulatory signs and bicycle/pedestrian warning signs.

The HSIP funds must have an approved IGA/JPA to be obligated by ADOT. Any funding not obligated by the City or County in the FMPO Region within this fiscal year is returned to ADOT.

Expanded Financial Considerations:

The sign replacement funding per fiscal year are in the following amounts:

FY 2014 - \$300,000

FY 2016 - \$297,000

FY 2018 - \$297,000

Community Benefits and Considerations:

Provide additional safety and reduced maintenance cost.

Community Involvement:

Inform

Although there has been no formal public involvement process, this project has been approved by the Flagstaff Metropolitan Planning Organization for inclusion in the Transportation Improvement Program.

Attachments: IGA/JPA Agreement

ADOT CAR No.: IGA /JPA 15-0005388-I
AG Contract No.: P001 2015 000xxx
Project: System Enhancement - Safety
Improvements
Section: Various Locations
Federal-aid No.: FLA-0(216)T
ADOT Project No.: SH59501C
TIP/STIP No.: F61201-3
**CFDA No.: 20.205 - Highway Planning
and Construction**
Budget Source Item No.:

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF

THIS AGREEMENT is entered into this date _____, 2015, 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 resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. Congress has established the Highway Safety Improvement Program (HSIP) as a core federal-aid for the specific purpose of achieving a significant reduction in traffic fatalities and serious injuries on public roads. The State, the Federal Highway Administration (FHWA) and the City have identified systematic improvements within the City as eligible for this funding.
4. The purpose of this Agreement between the State and the City is to allow the State to acquire federal funds for the purchase and installation of regulatory signs, warning signs, and street name signs. The State will advertise, bid award, and administer construction and installation of the Project. The city will coordinate with the State during the project development process. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project plans, specifications and estimates. The State is administering the design of the Project under the JPA No. 15-0005176, which has been executed on June 8, 2015. . All work will be performed in the City of Flagstaff right of way and no utility relocation or ground disturbance activities are anticipated, hereinafter referred to as (the "Project").

5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City for the authorization of 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, if the Project is approved by FHWA and funds for the Project are available. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project specifications and terms and conditions.

6. 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.

7. The federal funds will be used for the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

SH595 01C (construction):

Federal-aid funds @ 100% (capped)	\$ 265,000.00
Subtotal – Construction**	\$ 265,000.00
TOTAL - Estimated Project Cost	\$ 265,000.00
Total Federal Funds	\$ 265,000.00

** (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 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. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the City's designated agent for the Project.

b. Submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for procurement and installation of equipment and/or services. Should costs exceed the maximum federal funds available it is understood and agreed that the City will be responsible for any overage.

c. Execute this Agreement and with FHWA authorization, coordinate with the City regarding the specifics of the equipment to be ordered and installed to best ensure the requirements of the Project are met. Enter into a contract(s) with the authorized supplier(s) to whom the award is made for the purpose of the Project.

d. Be granted, without cost requirements, the right to enter City right-of-way as required to conduct any and all pre-construction and 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.

e. 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. Designate the State as authorized agent for the City for the Project.

b. Coordinate with the State during the procurement process of the Project.

c. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement that are 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.

d. 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.

e. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and that all obstructions or unauthorized encroachments of any 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, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 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.

f. 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.

g. 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.

h. Maintain all Project improvements for the life of the equipment.

i. 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 said Project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, 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 should the City terminate 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 construction and construction engineering work under this Agreement is to be covered by the federal funds set aside for this Project, up to the maximum available. The City acknowledges that the actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the City agrees to pay the difference between actual costs and the federal funds received.

4. Should the federal funding related to this Project be terminated or reduced by the federal government, or 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 the 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. 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

For Agreement Administration:

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: Randy Whitaker
211 W. Aspen
Flagstaff, Arizona 86001
(928) 213-2681
(928) 213-2609 Fax

For Financial Administration:

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: Stacey Brechler-Knaggs
211 W. Aspen
Flagstaff, Arizona 86001
(928) 213-2227
(928) 213-2009 Fax

15. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

16. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

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 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 Director

ATTEST:

By _____
ELIZABETH A. BURKE
City Clerk

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 _____, 2015.

City Attorney

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Don Jacobson, Court Administrator
Co-Submitter: Rick Compau, Purchasing Director
Date: 09/30/2015
Meeting Date: 10/06/2015



TITLE:

Consideration and Approval of Contract: Public Defender Services for the Flagstaff Municipal Court.

RECOMMENDED ACTION:

Accept the proposal of Harris and Winger, P.C. of Flagstaff, Arizona for an annual fee of \$245,000, paid monthly at a fee of \$20,416.66

Executive Summary:

This Agreement allows for the use of a Public Defender to represent indigent clients for all court settings, including but not limited to pre-trial conferences, evidentiary hearings, motions in limine, trials, sentencing, change of plea hearings, and revocation of probation hearings. In addition, the Public Defender shall attend all court settings arising out of Appeals and Special Actions on Flagstaff Municipal Court decisions. The appointed Public Defender shall be responsible for providing personal consultation with clients prior to pre-trial conferences when requested or otherwise appropriate and for interviews of all witnesses. The Public Defender is required to maintain personal contact with the defendant until the case is terminated and is required to use reasonable diligence in notifying a defendant of official court actions resulting from defendant's nonappearance at a scheduled court session.

Harris and Winger, P.C. has extensive experience defending the rights of people arrested and accused of criminal offenses. This firm has served as the Public Defender for the City Court for the past 15 years. This contract allows for the continuance of a solid relationship with the City Court administration.

Financial Impact:

The Municipal Court has budgeted \$170,000 for fiscal year 2016 in expense account 001-01-016-0060-1-4205 (Legal Fees). The City will cover the \$75,000 additional cost of the contract above the budgeted amount using budgeted contingency funds. Sufficient funding was set aside within the FY2016 General Fund contingency budget specifically for the public defender contract if additional funds were needed.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

5) Develop and implement guiding principles that address public safety service levels through appropriate staffing levels

Has There Been Previous Council Decision on This:

The City Council has approved the use of contract Public Defender Services for the last 20 years.

Options and Alternatives:

- 1.) Reject proposals as submitted and provide services by other means. This will require the appointment of individual attorneys to each case that qualifies for legal representation at least on a temporary basis. Each attorney will in turn bill for their respective time on a particular case. This will most likely result in a higher overall cost for public defender services.
- 2.) Reject proposals as submitted and go out with another competitive Request for Proposals.
- 3.) Bring the contract in-house with the hiring of attorneys employed by the City.

Background/History:

The City's Procurement Section conducted a Request for Proposals (RFP) and there were two (2) local Flagstaff law firms that responded: Harris & Winger, P.C. and Kaiser Law Group/Antol and Hance. The evaluation committee was comprised of five (5) evaluators who evaluated and scored each proposal according to the evaluation criteria outlined in the RFP document.

Base on the overall scoring results, Harris & Winger scored the highest, as they provided the best overall proposal that was responsive to the RFP and was determined to be in the best interest of the City.

Key Considerations:

Harris & Winger, P.C. has extensive experience defending the rights of people arrested and accused of criminal offenses. This firm has served as the Public Defender for the City for the past 15 years. This contract will allow for the continuance of a solid relationship with the City Court administration.

Community Benefits and Considerations:

This contract will provide Public Defender Services for individuals who otherwise could not afford legal representation.

Community Involvement:

N/A

Attachments: Scoring Tabulation
 Service Contract

**CITY OF FLAGSTAFF
PURCHASING DIVISION
PUBLIC DEFENDER SERVICES, RFP NO. 2015-24**

SCORING TABULATION

Evaluation Criterion #1-- (30 Points) Firm and individual qualifications, experience and expertise related to public defender services			
	Law Offices of Harris & Winger	The Kaiser Law Group and Antol & Hance, PC	
Evaluator #1	150	120	
Evaluator #2	150	150	
Evaluator #3	150	150	
Evaluator #4	150	150	
Evaluator #5	150	150	
Subtotal:	750	720	
Criteria Ranking:	1	2	

Evaluation Criterion #2-- (25 Points) Presented Approach			
	Law Offices of Harris & Winger	The Kaiser Law Group and Antol & Hance, PC	
Evaluator #1	125	125	
Evaluator #2	125	100	
Evaluator #3	125	100	
Evaluator #4	125	100	
Evaluator #5	125	100	
Subtotal:	625	525	
Criteria Ranking:	1	2	

Evaluation Criterion #3-- (25 Points) References			
	Law Offices of Harris & Winger	The Kaiser Law Group and Antol & Hance, PC	
Evaluator #1	125	125	
Evaluator #2	75	125	
Evaluator #3	100	125	
Evaluator #4	100	100	
Evaluator #5	125	125	
Subtotal:	525	600	
Criteria Ranking:	2	1	

Evaluation Criterion #4-- (20 Points) Proposed Fee			
	Law Offices of Harris & Winger	The Kaiser Law Group and Antol & Hance, PC	
<i>Evaluator #1</i>	100	80	
<i>Evaluator #2</i>	100	60	
<i>Evaluator #3</i>	100	60	
<i>Evaluator #4</i>	100	60	
<i>Evaluator #5</i>	100	60	
Subtotal:	500	320	
Criteria Ranking:	1	2	

TOTAL SCORE:	2400	2165
Total Criteria Ranking:	1	2

**CONTRACT FOR
PURCHASE OF MATERIALS AND/OR SERVICES**

Contract No. 2015-24

This Contract is entered into this ____ day of _____, 20____ by and between the **City of Flagstaff**, a political subdivision of the State of Arizona ("City"), and **Harris & Winger, P.C.**, a corporation with offices at 6 E. Aspen Ave., Flagstaff, Arizona 86001 ("Contractor").

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

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

Scope of Work: Contractor shall provide the materials and/or services generally described as follows:

PUBLIC DEFENDER SERVICES

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

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

Contract Term: The Contract term is for a period of one (1) year, commencing on _____, 2015 and continuing through _____, 2016.

Renewal: This Contract may be renewed for up to four (4) 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.

Compensation: In consideration for the Contractor's satisfactory performance of the work, City shall pay Contractor in accordance with the Price Schedule attached hereto as **Exhibit C.**

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 \$50,000.00; otherwise the City Manager or his designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City.

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

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

To the City:

Rick Compau, C.P.M., CPPO, CPPB
Director of Purchasing
City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001
rcompau@flagstaffaz.gov

To Contractor:

Kevin Harris, Senior Managing Partner
Harris & Winger, P.C.
6 E. Aspen Ave.
Flagstaff, Arizona 86001
kevin@azharrislaw.com

With a copy to:

Don Jacobson, Court Administrator
City of Flagstaff
15 N. Beaver St.
Flagstaff, Arizona 86001
djacobso@courts.az.gov

With a copy to:

Chad Winger, Managing Partner
Harris & Winger, P.C.
6 E. Aspen Ave.
Flagstaff, Arizona 86001
chad@azharrislaw.com

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

CITY OF FLAGSTAFF SCOPE OF WORK—Public Defender Services

1. The Agreement for Public Defender Services is for the representation of indigent defendants in the Flagstaff Municipal Court. Case information is attached for review and assistance in preparing your proposal.
2. The Public Defender agrees to represent all indigent appointments made by the Flagstaff Municipal Court Magistrates or defendants entitled to representation as set forth in Rule 6.1(b) Rules of Criminal Procedure.
3. The Public Defender agrees to represent appointments made by Flagstaff Municipal Court Magistrates of defendants who are assigned to any special court calendars such as “Mental Health Court,” “DUI Court” or any other specialty, community or problem-solving court.
4. Should the Court upon review of its determination of indigency declare a defendant non-indigent and allow the Public Defender to withdraw from said case, the Public Defender agrees he/she will not represent said defendant in that case for a fee, unless approved by the Chief City Court Magistrate.
5. The Public Defender shall be responsible for representing indigent clients at all court settings, including but not limited to pre-trial conferences, evidentiary hearings, motions in limine, trials, sentencing, change of plea hearings, and revocation of probation hearings. In addition, the Public Defender shall attend all court settings arising out of Appeals and Special Actions on Flagstaff Municipal Court decisions. In addition, the appointed Public Defender shall be responsible for providing personal consultation with clients prior to pre-trial conferences when requested or otherwise appropriate and for interviews of all witnesses. The appointed Public Defender is required to maintain personal contact with the defendant until the case is terminated and is required to use reasonable diligence in notifying a defendant of official court actions resulting from defendant's nonappearance at a scheduled court session. (Proof of such notice must be supplied on request.) Should a court superior to the Flagstaff Municipal Court, determine or order representation in instances not above mentioned, such representation will be furnished by the Public Defender.
6. Should procedures under Rule 11 of the Arizona Rules of Criminal Procedure regarding incompetency and mental examinations need to be followed the City will pay for this service, outside of the fixed contract amount at an agreed upon hourly rate.
7. The Public Defender agrees to keep case logs, final disposition records and provide written reports as required for the purpose of evaluating the performance of the Public Defender. Monthly statistical reports shall be submitted on a form supplied

- by the Public Defender to the City Court Administrator by the fifth (5th) day of each month.
8. The appointed Public Defender agrees to provide substitute representation in Court when said Public Defender is ill or on vacation or when said Public Defender is unable to appear for any reason. The name(s) of the responsible substitute attorney shall be on file with the Court Administrator at all times during the term of this Agreement.
 9. The parties contemplate that some of the Court services required to be provided by the terms of this Agreement shall be performed by attorney(s) licensed to practice law in the State of Arizona, who are acting as the agent(s) or employee(s) of the Public Defender. No such attorney(s) shall be employed in the performance of this Agreement without the consent of the City Magistrate(s). The name of said attorney shall be on file with the City Magistrates during the term of this Agreement. Consent to the employment of such attorney(s) shall not be arbitrarily or unreasonably withheld.
 10. A fixed annual fee for legal service of indigent defendants will be established by contract. The Public Defender is to be paid in twelve (12) equal monthly installments and shall submit a monthly invoice for payment to the City Court Administrator. At the end of the contract term, compensation for all further necessary court appearances or pending cases will be negotiated.
 11. The Court will provide interpreters for non-English speaking defendants for all in-Court proceedings. The Public Defender shall provide at his/her own expense interpreters for all out-of-Court matters.
 12. The Court will pay the fee for a defendant's second Blood Alcohol Content analysis, transcript fees, and Court ordered witnesses.
 13. In the event a case involves two or more defendants, the Court may assign one defendant to the Public Defender and appoint such additional Public Defender representation as is necessary to avoid a conflict of interest.
 14. The Public defender needs to address within their proposal how they plan to handle their caseload to address any applicable statutory requirements.
 15. If a conflict of interest is declared by the Public Defender, the Court will appoint another Public Defender for the defendant(s).
 16. The Agreement shall be interpreted so as to avoid questions of unethical conduct by the Public Defender or the City Court. The parties shall conform to the Codes of Professional Responsibility and Judicial Conduct, as adopted by the State of Arizona.
 17. The Public Defender will be selected by the City Manager, and Chief City Court Magistrate, subject to approval of the Flagstaff City Council and the presiding judge of the county pursuant to Rule 6.2 Rules of Criminal Procedure.

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: The City's proposed form of contract is exclusive and is included as part of this procurement process for your review. The final form of contract will be conformed to match this Solicitation prior to Contract award.

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 Manufacturers' 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. 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.

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. § 39-121et 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.

Contract for Purchase of Services and/or Materials (Short form)
Form No.
Revised ___, 2014

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

Contract for Purchase of Services and/or Materials (Short form)

Form No.

Revised ___, 2014

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 attorney's fees, costs, professional fees and expenses.

Exhibit C
CITY OF FLAGSTAFF
PRICE SCHEDULE

Annual contract fee: **\$245,000**

Annual price increase: **3%**, per year, thereafter based on the increase in assignments, population growth and Consumer Price Index.

Exhibit D

CITY OF FLAGSTAFF INSURANCE REQUIREMENTS

Insurance Representations and Requirements

1. Contractor agrees to comply with all applicable City Ordinances and state and federal laws and regulations.
2. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, the minimum insurance required by this Contract with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City. Failure to maintain insurance as specified may result in termination of this Contract at City's option.
3. **No Representation of Coverage Adequacy:** By requiring insurance herein, City does not represent that coverage and limits will be adequate to protect Contractor. City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.
4. **Coverage Term:** All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of subject Contract is satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Contract.
5. **Claims Made:** In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.
6. **Use of Subcontractors:** Contractor shall not use subcontractors to perform work under this Contract, unless specifically authorized by the City.
7. **Evidence of Insurance:** Prior to commencing any work or services under this Contract, Contractor shall furnish City with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions, and limits of coverage and such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City shall reasonably rely upon the

Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the cited policies expire during the life of this Contract, it shall be Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions.

8. **Required Coverage:**

8.1 **Professional Liability:** Contractor shall maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Contractor, or anyone employed by Contractor, or anyone for whose acts, mistakes, errors and omissions Contractor is legally liable, with a liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the work or services, and Contractor shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

8.2 **Vehicle Liability:** Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract.

Workers' Compensation Insurance: Contractor shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or services under this Contract and shall also maintain Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

8.3 **Additional Insurance Requirements:**

City, its agents, representatives, officers, directors, officials and employees shall be named an Additional Insured under the following policies: a) Business Automobile Liability.

Contractor's insurance shall be primary insurance as respects performance of this Contract.

All policies, except Professional Liability insurance, waive rights of recovery (subrogation) against City, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this contract.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Ladd Vagen, Information Technology Director
Co-Submitter: Rick Compau, Purchasing Director
Date: 09/30/2015
Meeting Date: 10/06/2015



TITLE:

Consideration and Approval of: 1) Contract for Professional Services with JC Cullen, Inc. (Niles Radio Communications); 2) Cooperative Purchase Contract with JC Cullen, Inc. (Niles Radio Communications); 3) Authorize expenditure for a microwave radio network project in an amount not to exceed \$650,000; and authorize the Mayor to execute the required documents ***(Microwave network design and build to replace current fiber network)***

RECOMMENDED ACTION:

Approve the Contract for Professional Services with JC Cullen, Inc. (Niles Radio Communications), approve a Cooperative Purchase Contract with JC Cullen, Inc. (Niles Radio Communications), and authorize expenditure for a microwave network project in a total amount not to exceed to exceed \$ 650,000.00.

Executive Summary:

This microwave network will replace the current fiber network in place which is leased from Suddenlink. Once built, the City will own the microwave network along with the private microwave frequency licensed from the Federal Communication Commission (FCC).

Financial Impact:

The funding of this project will result in an annual savings of \$54,000.00. This project is budgeted in FY 2016 for \$650,000 in account 001-01-014-0044-1-4410.

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

Has There Been Previous Council Decision on This:

No

Options and Alternatives:**Option 1:**

Fund the microwave network purchase and build.

Option 2:

Renew the fiber lease with Suddenlink for a 5 year term at an increased cost.

Background/History:

In 2007, the City entered into a 10 year contract with NPG Cable for a fiber network. NPG Cable was subsequently purchased by Suddenlink Communications. The contract with Suddenlink is approaching its termination in early 2017. This microwave network will replace the fiber network currently leased from Suddenlink. There will be a one-time expense for the design and build plus a small increase in the annual rental of space on Niles' Mount Elden radio tower on which the microwave dishes will be mounted. Depending on the final cost, the return on investment is approximately 7.5 years, possibly less.

Once built, the City will own the microwave network along with the privately licensed microwave frequency obtained from the FCC. Niles Radio will maintain the microwave network up to the point where it connects into a City facility, which parallels the maintenance Suddenlink has provided on the leased fiber network.

Key Considerations:

Microwave technology has been in existence for quite a while and has proven to be a very reliable source for network communication. We have had a microwave link to the landfill for approximately three years without an issue. Additionally, the City's Lake Mary Water Treatment Plant and the Wildcat facility are already connected to City Hall via microwave, all via Niles' radio towers. The network, once built, can be easily expanded as needed (for example, when the new public works yard and new courthouse are built) and can be a viable city-owned network for the foreseeable future. The design will include redundant rings to allow for failover should a link fail.

The City is not obligated to proceed with purchase of equipment (the primary cost) until final design is completed. A proposed telecommunications tower on McMillan Mesa is a key link for the microwave network. Final design is contingent upon zoning approval and the height approved (which may be less than the 100' proposed). If final design is not satisfactory to the City, the project may be halted or new design could be explored.

Expanded Financial Considerations:

The City currently expends \$60,000.00 annually to lease fiber to 20 remote City sites and including two separate redundant links into City Hall. The proposal from Suddenlink to renew the City's contract with them increased that amount to \$86,400.00 annually plus a one-time expense of \$7,200.00 in equipment replacement costs. It included a reduction in throughput from the current 100mbps to 20mbps. If the microwave network build costs the maximum amount of \$650,000.00, and that's divided by the \$86,400.00 annual cost of the proposed Suddenlink lease, the result is approximately a 7.5 year cost recovery after which the city begins to realize an ongoing savings of \$54,000.00 (at the current rate) or \$80,400.00 (at the renewal rate) after accounting for the \$6,000.00 increase in tower rental fees for the microwave system.

Niles Radio has a cooperative purchase contract with the State of Arizona for microwave equipment and related services. This is a competitively bid contract with discounted rates on manufacturer's equipment.

Niles Radio was selected to provide professional services (microwave design, acquisition of FCC

licenses) because of its experience and qualifications, and ownership of connecting link sites. The contract for professional services describes overall project and budget, and includes Exhibits A, B, and C (attachments below). City Staff views the project as a cost efficient "sole source" procurement for the reasons explained in the attached document.

Community Involvement:

The Contract for Professional Services includes a conceptual design for the microwave network. During the first phase, "Phase PZ", Niles Radio will be applying for a conditional use permit to replace the current City-owned 62' telecommunications tower on McMillan Mesa with a proposed 100' tower. This will go through the standard review process and allows public comment.

Zoning approvals will be required for other network sites, but nominal changes (such as adding a dish to an existing tower) will not involve public comment as part of the approval process.

Expanded Options and Alternatives:

Option 1: Fund the microwave network purchase and build.

- The advantages are:
 - The use of one-time funds resulting in a viable network connecting the city's remote sites for the foreseeable future and reducing the annual expenditure of on-going funds.
 - Easily expanded to new city sites where there may not be a Suddenlink presence.
- The disadvantage is the one-time cost not to exceed \$650,000.00.

Option 2: Renew the fiber lease with Suddenlink for a 5 year term.

- The advantage is that the fiber network is already in place and will require very little change, only the replacement of some older equipment for \$7,200.00.
- The disadvantage:
 - The continuing and increasing expenditure of on-going funds to lease the fiber connections from Suddenlink.
 - Potential higher cost of connecting new sites if fiber runs need to be added. or if the installation of fiber is cost prohibitive, a microwave link needs to be installed as was done with the landfill.

Attachments: [PowerPoint](#)
 [Sole Source Justification](#)
 [Contract Professional Services](#)
 [Exhibit A Scope](#)
 [Exhibit B Standard Terms](#)
 [Exhibit C Insurance](#)
 [Cooperative Contract Equipment](#)

Microwave Network

Ladd Vagen

Director of Information Technology

September 29th, 2015

Microwave Network

A Brief History of Time...

- Before 2006
 - City network mixed technology, unreliable
- 2006-2007
 - 10-year contract with NPG
 - connect 23 city sites via fiber
 - Project completed August 2007
- 2008 and beyond
 - The Great Recession
 - NPG Cable purchased by Suddenlink Communication

Microwave Network

A Brief History of Time...

- Fast forward to 2015
 - Original contract terminates in 2017
 - Suddenlink proposal for renewal
 - Reduces speed by 80%
 - Increases price by 44%
 - 5-year contract

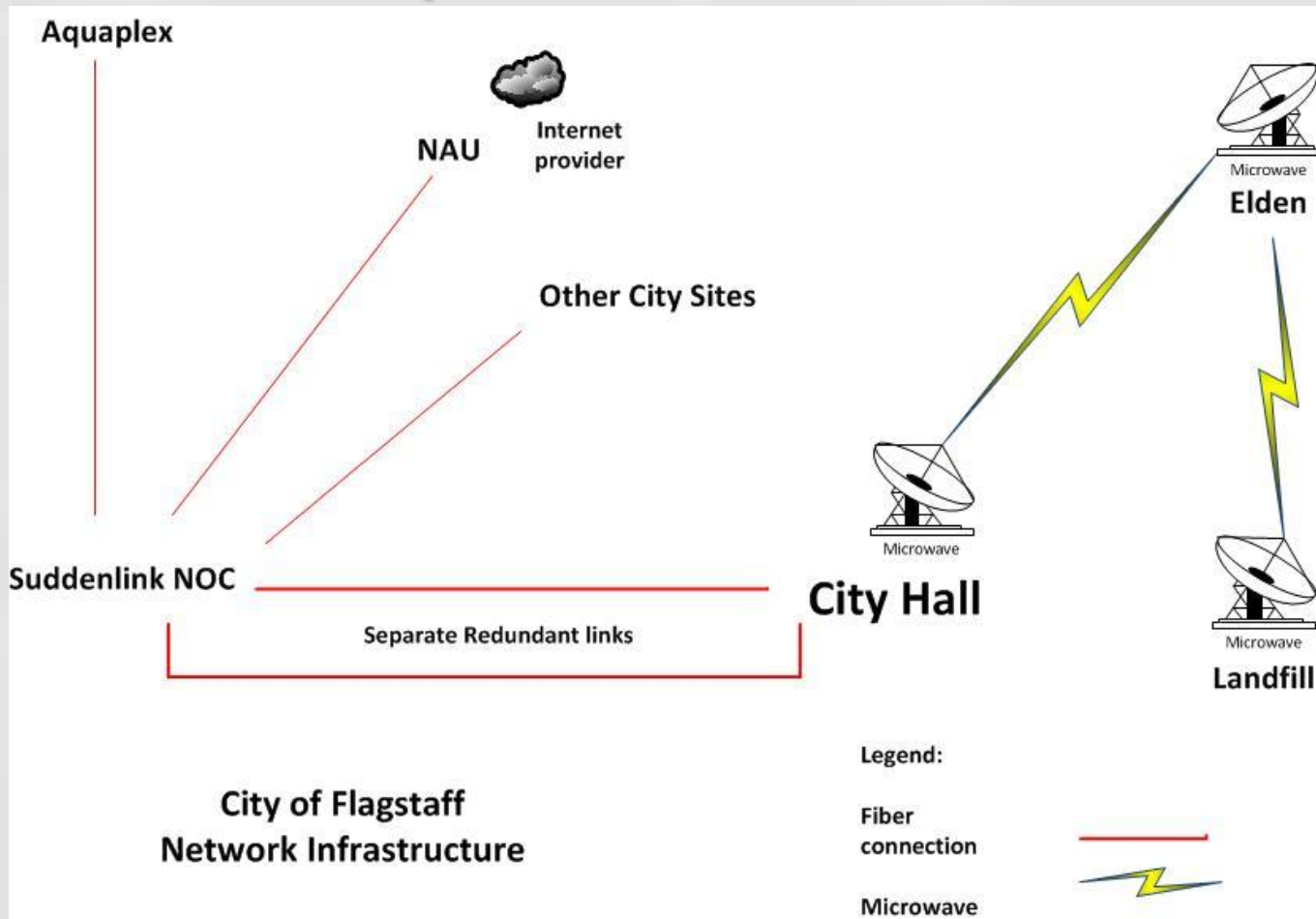
Microwave Network

A Brief History of Time...

- FY16 budget process
 - Council goal – city staff
 - More one-time funds than on-going funds available
 - Microwave concept is conceived
 - Added to budget for council approval

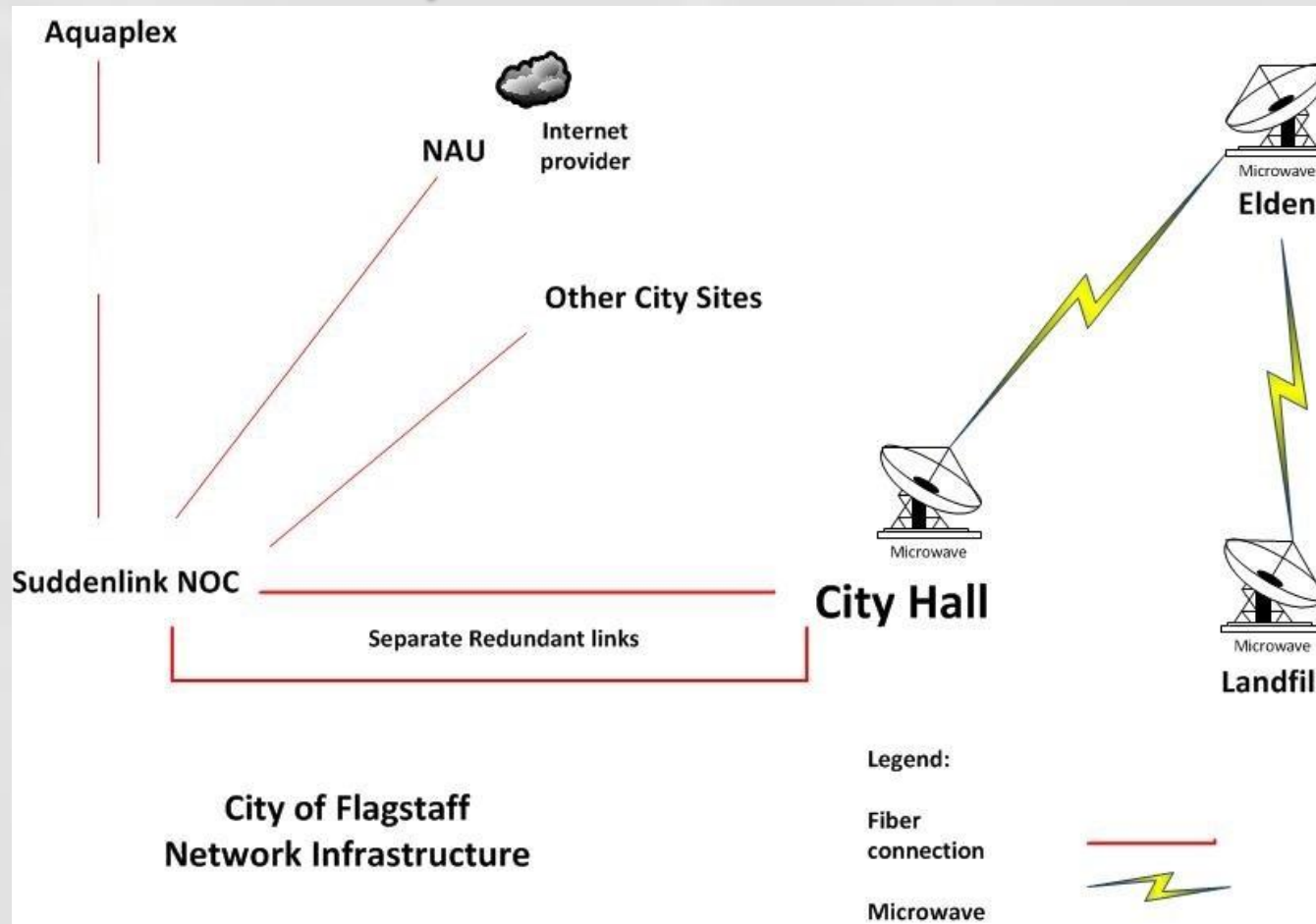
Microwave Network

What we currently have...



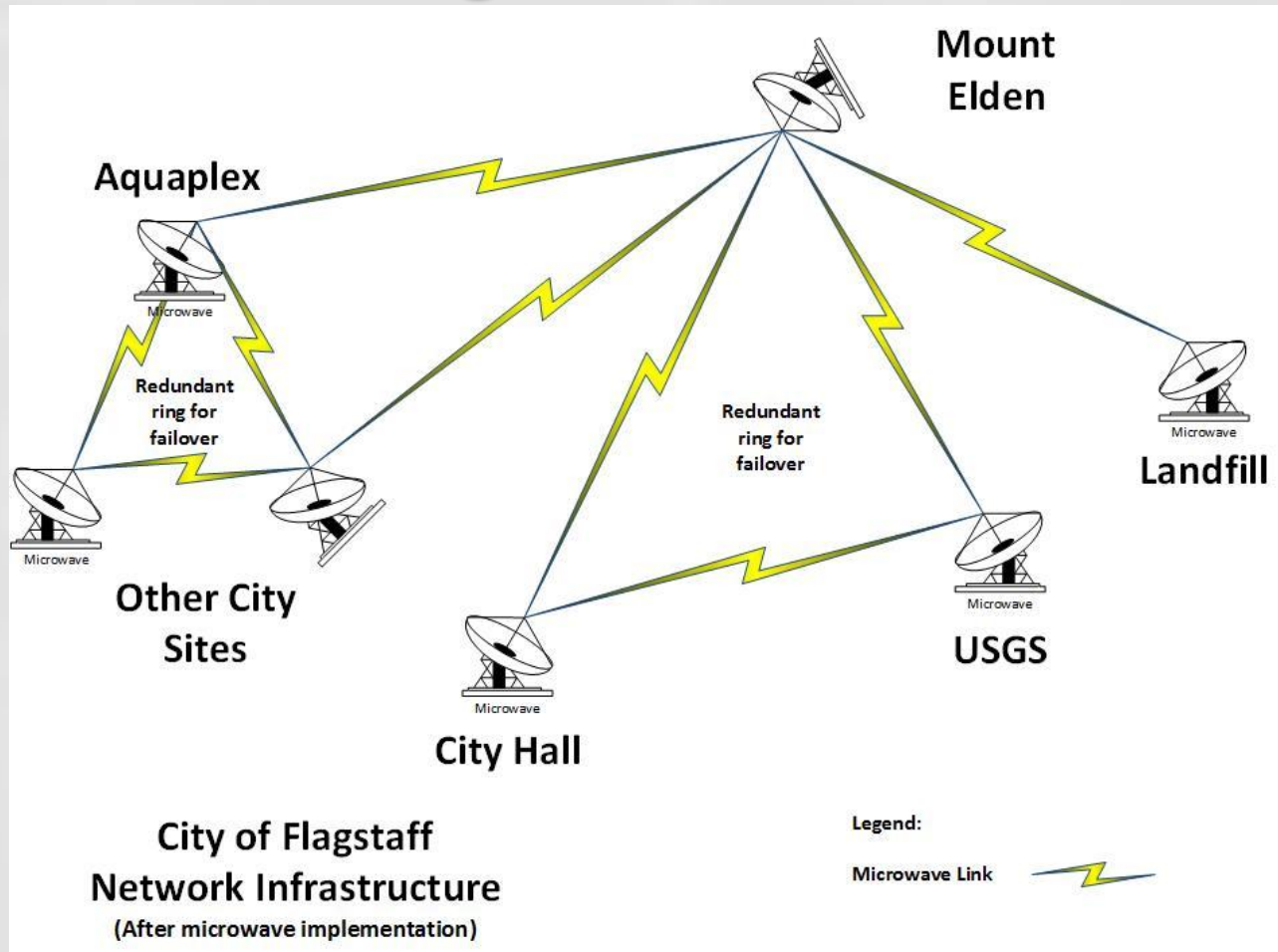
Microwave Network

What we currently have...



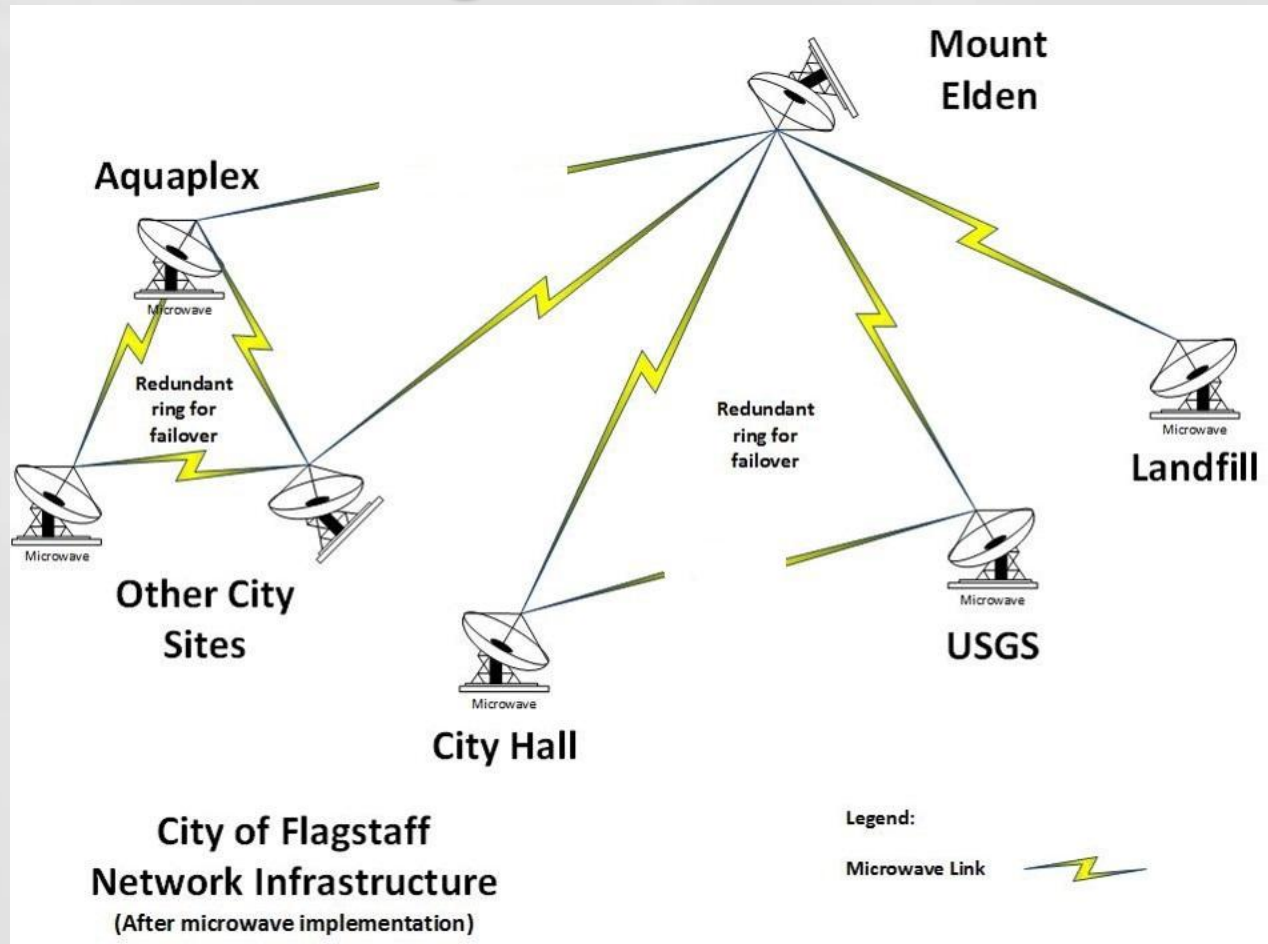
Microwave Network

Where we want to go...



Microwave Network

Where we want to go...



Microwave Network

Benefits...

- \$54,000 less in annual expenditure
- Network is owned by the city, along with associated microwave frequencies
- Will tie into the microwaves already in place by utilities
- Future microwaves built to monitor city wells will also tie into this network

Microwave Network

Benefits...

- Microwave is a proven technology with an approximate 20-year life span
- City's experience with microwave connection to landfill has been outstanding
- The network can be easily expanded for future City buildings such as the public works yard and the new courthouse.

Microwave Network

Costs and Savings...

15 year projections	One time	Ongoing	Total	Savings
Fiber	\$7,200	\$1,335,269	\$1,342,469	
Microwave	\$650,000	\$154,545	\$804,545	\$537,924

Microwave Network Towers



Microwave Network Towers



Microwave Network Towers



ank

Microwave Network

- John Lindsey and Kelly Cullen from Niles Radio are here

Questions?

**City of Flagstaff
Purchasing Section**

SOLE SOURCE JUSTIFICATION

1. Utilizing Niles Radio Communications would allow for a smooth transitional continuation and extension of the Microwave Radio Networking Services that Niles Radio Communications has been providing to the City of Flagstaff I.T. infrastructure.
2. Utilizing Niles Radio Communications would maintain critical continuity of the existing infrastructure and services as the City expands its Microwave Radio Networking Services.
3. Niles Radio Communications already has the necessary infrastructure, in place, and already in use, for the proposed services:

Mt. Elden 109' Radio Facility
Devils Head 110' Radio Facility; and
TV Hill 107' Radio Facility

All of these facilities are located on top of Mt. Elden and consist of microwave grade towers which are interconnected to Niles Radio Communications fiber fed network infrastructure. Niles Radio Communications already have backup generators and primary microwave radio power systems that are environmentally controlled and currently house City of Flagstaff, County and State communications equipment. Note: No other vendor has microwave radio sites at all of these locations.

4. Niles Radio Communications is already providing microwave radio communications services and equipment for:

I.T. Services: City Hall to Mt. Elden
Mt. Elden to Cinder Lakes Landfill
Mt. Elden to Wildcat Hill WWTP
Mt. Elden to Lake Mary WTP
Mt. Elden to Rio de Flag WWTP
Mt. Elden to USGS radio site

5. Utilizing the same equipment already selected and operational provides for operational equipment sparing and minimal equipment inventory management, as well as extremely fast proposal to operational link establishment.
6. Utilizing Niles Radio Communications sites for the upper network hardware layer, provides for a single vendor utilization and already discounted and in place with site lease terms.
7. Utilizing Niles Radio Communications sites preclude the requirement to authorize technicians from other vendors to access competing vendor sites, eliminates co-insurance requirements and would eliminate the need for additional microwave paths to interconnect other vendor sites into a common network.

CONTRACT FOR PROFESSIONAL SERVICES

Contract No. _____

This Contract is entered into this _____ day of October, 2015 by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and JC Cullen, Inc., an Arizona corporation doing business as Niles Radio Communications ("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 City and Contractor (the "parties") agree as follows:

SERVICES

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

Microwave Radio Networking Services

and as more specifically described in the scope of work attached hereto as Exhibit A, which includes Special Terms and Conditions.

2. Schedule of Services: Contractor shall perform all work per the schedule set forth in Exhibit A.
3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as Exhibit B are hereby incorporated by reference by reference and shall apply to performance of this Contract, except to the extent modified in Exhibit A.
4. Key Personnel/Subcontractors: Contractor's Key Personnel, Subcontractors (if any), and contact information are designated in Exhibit A. Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for this contract has the right to approve any proposed substitution of Key Personnel or Subcontractors.

CITY RESPONSIBILITIES

5. City Representative: The City Representative is Ladd Vagen, Information Technology Director, or his/her designee. All communications to the City shall be through the City Representative. City Representative is responsible for bringing any request for a contract amendment or price adjustment to the attention of the City Buyer.
6. 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

7. 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 within 84 weeks from the completion of Phase PZ consistent with the Schedule of Services.

8. Renewal: This Contract may be renewed for up to one additional five (5) year term 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.
9. Termination: This Contract may be terminated pursuant to the Special Terms and Conditions attached hereto.

PAYMENT

10. Compensation: Contractor shall be paid for satisfactory performance of the work, in accordance with the Compensation Schedule attached hereto as part of Exhibit A.
11. Price Adjustment: If price adjustments are permitted (see Exhibit A), any price adjustment must be approved by the City in writing as a formal Contract Amendment. The City Council must approve the price adjustment if the annual contract price exceeds \$50,000; otherwise the City Manager or his designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City.

DATA AND RECORDS

12. 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 hereby assigns to the City all rights and interests Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the material.
13. 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 of City's work product for the benefit of Contractor or any third parties without City's prior written consent.
14. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Contractor shall immediately deliver to City copies all of City's work product and any other documents and data accumulated by Contractor in performance of this Contract, whether complete or in process.

INSURANCE

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

MISCELLANEOUS

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

To the City:

Ladd Vagen, I.T. Director
City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001
lvagen@flagstaffaz.gov

With a copy to:

Rick Compau, C.P.M., CPPO, CPPB
Procurement Director
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, Arizona 86001
rcompau@flagstaffaz.gov

To Contractor:

Kelly Cullen
Niles Radio Communications
1602 N. East Street
Flagstaff, Arizona 86004

With a copy to:

John Lindsey
Niles Radio Communications
1602 N. East Street
Flagstaff, Arizona 86004

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

CONTRACTOR

Print name:_____

Title:_____

CITY OF FLAGSTAFF

Print name:_____

Title:_____

Attest:

City Clerk

Approved as to form:

City Attorney's Office

EXHIBIT A SCOPE OF WORK

SPECIAL TERMS AND CONDITIONS (additions, modifications and clarifications to attached Contractor's Statement of Work (SOW) and Maintenance Services):

1. **FINAL DESIGN OF NETWORK.** Contractor's Statement of Work and Maintenance Services (Exhibit A) proposes a microwave network with preliminary engineering path studies on 20 individual path terminating locations. The proposed microwave network and preliminary engineering path networks are conceptual in nature. Contractor's final design must be approved by the City's representative (Ladd Vagen) and formally accepted by City. Contractor's final design must be coordinated with the City Community Development Department and comply with the City Zoning Code and any applicable County zoning codes.
2. **PERFORMANCE.** The final design shall be sufficient to meet City operational needs and shall set forth minimum technical performance standards. The project as completed shall meet or exceed performance standards. The project as completed will enable Contractor to provide Dedicated Internet Access services to City.
3. **SCHEDULE OF SERVICES.** (See SOW for references to Phases)

Phase PZ Zoning Approvals (Undetermined period)

Zoning Approvals. Contractor shall identify, apply for, and obtain necessary zoning approvals for microwave radio/telecommunications structures prior to proceeding to Phase 1 and City acceptance of final design. No set time period is set for completion of Phase PZ, but the parties shall proceed with due diligence and effort to complete this Phase PZ as soon as possible.

First Priority – McMillan Mesa. As first priority, Contractor will apply for a conditional use permit for replacement of the telecommunications structure on McMillan Mesa. If requested by City, Contractor may be required to attend a Work Session with City Council to obtain direction as to considerations as to design, specifically as to the proposed 100 foot tower McMillan Mesa. Contractor has been advised that there may be difficulties in obtaining zoning approval for a 100 foot tower on McMillan Mesa, and the network design will need to conform to any zoning approval/limitations on height or other conditions. Contractor will also contact Guardian Ambulance to determine if there is any availability on its 72 foot tower on Cedar for one or more microwave dishes, recognizing that information will be requested as part of the approval process for any new structure on McMillan Mesa.

City Utilities Department. Contractor will also coordinate design work with the City Utilities Department which is working on a separate project involving microwave radio/telecommunications structures, and look for opportunities to minimize City operational costs and/or zoning approvals.

Compilation. A complete set of all zoning submittals and approvals (including staff reports and final permits) will be provided to City.

Phase 1 Network Path and System Engineering (16-20 weeks)

Field Study. During Phase 1 Contractor will travel to each of the proposed network locations and verify line of site conditions, mounting limitations and requirements, and on site equipment requirements, as well as obstructions along the proposed paths.

Soils Analyst. Contractor shall provide City with qualifications and experience of a proposed soils analyst subcontractor, which shall be subject to City's approval. Contractor shall provide City with a copy of any soils analysis.

Frequency Coordination. During Phase 1 Contractor will engage a third party (Comsearch, an FCC Frequency Coordinator) who controls the frequency coordination process between all users and the FCC (as mandated by the FCC) with the engineering system requirements. Contractor in consultation with City will select radio frequencies for proposed paths, provide a Prior Coordination Notification (PCN) letter to every potentially affected licensee (a 30 day process), handle all technical issues, potential interference and re-engineering requirements pending frequency availability, and then prepare but not yet submit the licenses to the FCC for final licensing. Each PCN will be issued in name of City and is good for a period of up to one year, after which the Contractor must either renew the coordination for a fee or file for an FCC license.

Formal Acceptance of Final Design. At final design there should be no technical issues remaining and paths confirmed. Contractor's final design must be accepted by the City's representative (Ladd Vagen) before proceeding to Phase 2. Prior to acceptance the proposed final design will also be reviewed by the City Engineer (Rick Barrett) and City Planning Development Manager (Neil Gullickson, AICP) for purposes of verifying that requirements of Phase 1 have been met before moving to Phase 2. City's acceptance is not determination that the design is satisfactory to meet City operational needs and performance, which is the sole responsibility of Contractor.

Phase 2 (Equipment Acquisition and Site Preparation) (12-16 weeks)

Equipment Lists. Equipment lists will be developed in Phase 1, as described in the Statement of Work. Once final design is accepted by the City, and FCC frequency coordination approvals have been obtained, the project is in Phase 2 and Contractor shall provide the "final" equipment lists to City. Equipment lists will identify which items are "special order" (something other than in standard manufacturer's catalog) and delivery times. Contractor advises some "special order" equipment may take up to 180 days for delivery.

Purchase of Equipment. The parties anticipate that most or all of the required Radio Equipment and Antennas, Aquaplex Antenna Mounting Hardware, and associated Installation and Configuration Hardware for the project (noted in the Proposed Budget) shall be purchased by the City pursuant to Contractor's state cooperative purchase contract, **Arizona State Contract ADSP013-055855** as may be amended. City and Contractor will enter into a separate cooperative purchase contract and invoices issued will reference the same. All terms and conditions, including but not limited to warranties under that cooperative purchase contract shall apply.

Termination/Stop Work Order. Once a City purchase order for a "special order" is properly issued by Contractor and received by the manufacturer, generally the purchase

is not cancellable; however, City may terminate a purchase of equipment pursuant to terms and conditions of the ADSPO-13-0055855 (see Section 8, page 29 of Uniform Terms and Conditions) and Contractor is required to take all reasonable steps to minimize the incurrence of costs. City is liable for payment of any equipment order which cannot be cancelled or returned to manufacturer.

Packing and Shipping. Per ADSPO-13-0055855 (see Section 3.13, page 39 of Uniform Instructions to Offerors), unless otherwise stated in the Solicitation, all prices shall be F.O.B. and shall include all freight, delivery and unloading at the destination(s). Per Niles Radio Communications Response Questionnaire, page 5, "customers may have equipment delivered by any means desired." Accordingly, City will require Contractor to comply with its Standard Terms and Conditions, restated here for convenience.

10. 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.

11. 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.

Liability Arising from Possession and Control. Equipment will be shipped to Contractor pending acceptance and installation. Following acceptance, City will own title and insure the equipment; provided, however, Contractor shall also insure the equipment while stored on Contractor's property and in Contractor's possession and is liable for any loss occurring while in Contractor's possession or control. Contractor will undertake commercially reasonable measure to safeguard the equipment.

Purchase of McMillan Mesa Tower/Cabinet. Contractor and/or City will endeavor to find a competitively bid supplier for the McMillan Mesa Tower/Cabinet, and if none is available, City may require such expense to be competitively bid pursuant to formal procurement process, as contemplated by the City Procurement Code Manual for purchases in excess of \$50,000. (This equipment is not available under the Arizona State Contract ADSPO13-055855)

Filing for FCC Licenses. Contractor anticipates filing for FCC licenses upon ordering equipment. Each license when filed with FCC must be placed into service within one (1) year, although some frequencies have a 6 month period and some 18 months. Contractor will coordinate construction schedules and filings to avoid violation of FCC rules.

4. COMPENSATION. The compensation to be paid to Contractor is generally described in the Proposed Budget in Contractor's proposal, but payment will be based on actual reasonable costs submitted and approved in advance by City. Contractor is requested to assist City in keeping track of project costs. Anticipated payment schedule is as follows:

- a. Zoning Approvals. Contractor will incur costs related to obtaining zoning approvals. Contractor's time will be billed per its hourly rates for labor set forth in Arizona State Contract ADSP013-055855) and invoices should be submitted monthly to City for payment.
 - b. Preliminary Engineering Path Studies. Contractor will invoice City \$3,600.00 upon execution of this Contract for preliminary engineering work completed. This includes processing of 676 potential paths narrowed down to the 20 paths described in the conceptual design.
 - c. Field Study. Upon completion of the field study, Contractor will invoice City for work completed, estimated to cost \$7,800.00.
 - d. Frequency Coordination Fees. Frequency coordination fees will be between \$18,725.00 and \$28,000.00.
 - e. Reimbursables. Contractor may submit invoices to the City for reimbursement of any applicable fees on a monthly basis, and payment is due within thirty (30) days. Examples of reimbursable include: zoning application fees, building permit fees, soils analysis, frequency coordination fees, Federal Communications Commission ("FCC") license fees, Federal Aviation Administration ("FAA") approval fees.
 - f. Equipment. Purchases of equipment pursuant to the Arizona State Contract ADSP013-055855) will be paid pursuant to the terms thereof.
5. CHANGE ORDERS. Any change orders must be approved by the City's Representative and the Procurement Director, and shall be in a written form approved by the Procurement Director.
 6. FCC LICENSES. All FCC licenses obtained pursuant to this Contract shall be issued in the name of the City and shall belong to City. Copies will remain on file with City. Contractor is responsible for notifying City of any renewal requirements.
 7. RENTAL OF SPACE ON CONTRACTOR'S FACILITIES. The conceptual design contemplates that City will lease space on Contractor facilities at the rental rates set forth in the proposal. Contractor and City shall negotiate and agree upon final form of lease agreement for City to lease space on any of Contractor's facilities, including those on Mt. Elden necessary and part of the final design. The lease term shall be 30 years, with City option to terminate with at least 30 days' written notice without further penalty. The initial rental rates during the first year will be consistent with rates proposed, and the parties will agree upon reasonable cost adjustments to rental rates pursuant to the Consumer Price Index or other satisfactory measure for the remainder of the lease term, to be set forth in the lease. The Cities will complete negotiation of the form of lease during Phase 3. The leases will commence upon project completion (when the network is placed into service).
 8. TERMINATION FOR CONVENIENCE. City reserves the right to terminate this contract for convenience and the City's Standard Term and Condition No. 55 is modified to read as follows:

55. 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)~~ TEN 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. CONTRACTOR REMAINS SUBJECT TO CONTRACT UNTIL SUCH EFFECTIVE DATE.

Please note that purchases of equipment purchased pursuant to the Arizona State Contract ADSP013-055855, are subject to the termination clauses contained in that document (similar but different).

9. TIME IS OF THE ESSENCE. Time is of the essence, Contractor understands City will incur damages if project is not completed and operational within 84 weeks after completion of Phase PZ.

EXHIBIT B
CITY OF FLAGSTAFF STANDARD TERMS AND CONDITIONS

EXHIBIT C
INSURANCE

Exhibit A

**Statement of Work (SOW)
and
Maintenance Services**

City of Flagstaff – Microwave Upgrade Project
Integrated IT Network

Project Proposal

Basis of this proposal

JC Cullen, Inc. dba Niles Radio Communications of Flagstaff, is proposing to the City of Flagstaff IT department, to upgrade their city Information Technology network, to a city owned and operated microwave network, utilizing to the greatest degree possible, and city owned facilities.

Currently, the City of Flagstaff IT, referred to as IT, for the remainder of this document, uses Suddenlink cable services to connect the city facilities of the public cable utility infrastructure and relay the IT traffic back to City Hall. This is a fee based service, that also has restrictions that limit the ability of the IT department to maintain or make changes to the network without 3rd party involvement, and limits the IT department's ability to perform basic QA analysis of the system operations or timely respond to issues affecting operation.

IT has added four microwave links to the system, replacing older equipment, provided by Niles Radio Communications. These links are licensed 18 GHz and 23 GHz microwave links, operating on frequencies that are licensed and coordinated to the City of Flagstaff. The first of these links was a path from City Hall, to Mt. Eldon, known as ME0, and then out to the Cinder Lakes Landfill facility. This link has performed with a 100% availability over the last 3 years of operation, at a bandwidth of 100Mbps, and is the basis of this proposal.

The contracted services provided by Suddenlink expire within the next calendar year, making this an ideal time to review a proposal to expand city owned infrastructure to the entire IT network.

Proposal Description

Niles Radio Communications proposes to provide a Microwave Network, selecting from a limited subset of manufacturers equipment, systems and solutions, to connect all of the IT departments facilities currently serviced with the Suddenlink services. The sites selected maintain the greatest degree of independence possible from using third party sites, minimize rental and monthly recurring expenses, and maintain a high degree of reliability expected for an enterprise solution.

This proposal is based fully on existing equipment and technologies in use by the IT department now.

Niles Radio proposes:

- Upgrade the City of Flagstaff tower located on McMillan Mesa (Located behind USGS and the Business Incubator / Business Accelerator facilities).
- Replace the existing 300Mbps Microwave Path from City Hall to Mt Eldon, with a 600Mbps expandable bandwidth system, using the McMillan Mesa Tower.
- Install a Network Relay location at the Law Enforcement Administrative Facility.
- Install a Network Relay location at the City of Flagstaff AquaPlex.
- Leverage the Lake Mary Water Treatment plant and Airport Terminal as a Relay location for Fire Stations 6 and Airport.
- Provide, if requested, for the City of Flagstaff IT use, 40 Mbps and up to 1Gbps, through the Mt Eldon network termination location.

- Configure Network Services to support 50Mbps configured access at each secondary location, and 100-150Mbps at each primary network location.
- Provide 600Mbps network bandwidth, expandable to 1.2Gbps.
- Provide for expandable routes that can have diversity paths and standby equipment added to improve the system network reliability and availability.
- Design the network for an anticipated < 99.999% system availability, or less than 315 seconds of anticipated outage time, distributed over a year.

Statement of Work

The statement of work progresses in three distinct phases:

Phase 1 – Network Path and System Engineering

Each of the microwave paths shown in this document, is a preliminary proposal, based on the request to service with network traffic, and an analysis of all paths and obstructions known at this time.

In Phase 1, Niles Radio will meet and discuss with Flagstaff IT, the exact needs for each location, and engineer a series of connected radio paths that meets the bandwidth, throughput, availability and management goals, for each path.

It is during this phase that the Radio Frequencies will be coordinated and licensed, or the RF environment will be analyzed for any unlicensed paths, to ensure that the designed path will support the required path.

Niles Radio will fully evaluate the tower upgrade requirements at McMillan Mesa, and obtain a soils analysis from the site, evaluate utilities locations, and evaluate FAA and FCC requirements for the site.

Niles Radio will also make all required notifications to entities such as Arizona State Historic Preservation Office, Tribal Entities, US Fish and Wildlife Service. This is known as the E-106 process.

Tower construction notification allows Niles Radio to submit notifications of proposed tower constructions to the FCC. The FCC provides this information to federally-recognized Indian Tribes, and State Historic Preservation Officers (SHPOs), and allows them to respond directly to us if they have concerns about a proposed construction.

The E-106 System enables the real-time referral of information and documented communication among all participating parties, including the FCC. Using the E-106 System, parties proposing to construct communications facilities electronically submit the FCC Form 620 or 621 to the SHPO/THPOs using a secure website maintained by the FCC. This system also provides electronic notice of the filing to the relevant State Historic Preservation Officer (SHPO), federally recognized Indian Tribes, and other consulting parties, who will be able to access the filings pertinent to them using a secure password. SHPOs and consulting parties can also use the system to comment on filings and otherwise participate in the process, and to access each other's filings.

This process allows us to complete the required tower approval processes that are separate from the City of Flagstaff processes and procedures, in the least amount of time and without issues caused by miscommunication between entities.

During this process, the exact equipment list will be determined for each path, and a final system cost will be established, which is fully expected to fall well within the proposed budgetary amounts in this proposal.

Niles Radio will begin the process by creating a full project schedule that will be distributed to all parties, and provide a link to the Niles Radio Communications web-site

where the project process and progress can be tracked, and a group e-mail list that all parties to the project will remain in contact through.

This process is expected to take approximately 16-20 weeks.

Phase 2 – Equipment Acquisition and Site Preparation

During this phase, Niles Radio will order and acquire the required radio equipment, complete all site 'make-ready' work such as building or installing mounts at each of the sites, or installing mounting monopoles or other structures if required.

Niles Radio will also construct the MacMillan Mesa site during this phase.

All routing interconnections are installed, programmed and tested during this phase, as well as coordinating routing and VLAN issues with the Flagstaff IT department and Utilities department users.

This process is expected to take 12-16 weeks.

Phase 3 – Equipment Installation and Sites Activation

During this phase, Niles Radio will install each of the sites, complete the network drops for each, and build out the network.

Installing the primary microwave links, and establishing network connectivity is completed first, followed by installations at each of the remote sites and preparation for network cutover of each site by Flagstaff IT personnel.

Installation and completion of the Network is expected to take 12 weeks to complete.

The complete project process is expected to take 40 to 48 weeks to complete.

Proposed Budget

This budget presentation proposal is budgetary in nature. As the paths have been verified only by initial computer analysis, and basic physical examination, there is the possibility that some of the proposed paths will not be available for use, and that alternate routing will be required.

The path analysis for each path in this proposal, was created from a matrix of paths, from each endpoint, to every possible network location, looking for paths that result in the shortest path length, and connected to a facility that does not incur a monthly expense wherever possible. Paths were also selected for the lowest antenna height possible.

Although listed in this proposal, and part of the final proposal and network configuration, some paths are already constructed, and there may be no additional equipment required for completion. This includes the paths from Mt Eldon to the Lake Mary Water Treatment Plant, Wildcat Hill Plant, and Cinder Lakes Landfill.

Each of the paths in this proposal will require a full field engineering review, prior to proceeding with installation, the costs of this review are included in the proposal budget.

Project Budgetary Quotation

Niles Radio Communications is recommending a Budgetary fund for this project in the amount of \$650,000. As of June 1, 2015, the actual anticipated expenses are:

Radio Equipment and Antennas	\$356,228.00
McMillan Mesa Tower / Cabinet	\$ 83,355.00
AquaPlex Antenna Mounting Hardware	\$ 12,000.00
Installation and Configuration Labor	\$ 67,000.00
Engineering and Frequency Coordination	<u>\$ 28,800.00</u>
Total Budgetary Quotation	\$547,383.00

This budgetary quotation is exclusive of any Permits and fees that may be required, including sales and use taxes, building permits or other regulatory fees, other than FCC

fees (none anticipated) and frequency coordination fees, which are included in the proposal.

System Engineering Required

Radio Paths

This proposal depicts the costs for this proposal based on the required sites and locations to have service, and the available locations to provide service from. A matrix of locations was reduced to the quoted paths, to produce this quotation, and it is anticipated that the final system engineering will closely fit with this proposal.

The most immediate system engineering step, is to evaluate each of the terminating locations for path suitability, mounting infrastructure requirements, and line of sight path clearances. For each path, Niles Radio will then provide a Frequency Coordination service, which proceeds from a frequency availability search, selecting a suitable and available frequency, performing an interference analysis to assure interference free operation to and from other licensees.

Once a suitable frequency has been selected, we notify all potentially affected licensees of the frequency coordination request, in a process known as Prior Coordination Notification (PCN) which takes about 30 days. During this time, if any existing licensee has any issue, we work to resolve the issue, culminating in an approved and coordinated frequency and evidence of frequency coordination that is filed with the FCC for the frequency authorization.

Once this has been completed for each of the sites in the proposal, a final equipment and material list is provided, detailing the exact radio and antenna required for each path, and all cabling or frequency affected components. At this time, the quotation becomes firm and no other equipment changes, charges costs or expenses are anticipated.

The majority of the paths are engineered for 23 and 38Ghz frequency bands. Some of these may not be available due to other licensees or other issues, and we would then need to select other frequency bands. Not quoted in this proposal are 70-90Ghz frequency band equipment, which is also licensed, that may be selected for paths up to 1 mile in length. The proposal does not include these "Millimeter Wave" radios as they result in an increase in path cost of about \$10,000 per path. The radios otherwise have incredible reliability and path security regardless of which band is chosen.

Some of the paths are engineered using unlicensed radio equipment (none of the primary paths) , which are the same manufacturer as the other radios, but utilize frequencies that do not require licensing. These paths will require evaluation to determine suitability for these radios, which may result in different equipment being selected, also increasing the overall system, cost.

MacMillan Mesa

The MacMillan Mesa site will have the existing tower removed and replaced with a microwave tower to support many of the radio paths. This site is also quoted based on an estimate of normal soils and no issues from other potentially affected parties.

A check of the FAA requirements for this site does not indicate that this tower require lighting, however, if the City of Flagstaff desires that the tower be lighted, there will be additional expenses for the lighting and monitoring equipment, as well as ongoing tower lighting monitoring and maintenance expenses.

The Tower engineering, soils analysis and loading analysis will be performed as well as a finalized foundation design and any tower changes, in the first phase of the project. Niles Radio does not anticipate any changes to the proposed costs for the tower as proposed.

Niles Radio is proposing a 7' outdoor cabinet with air conditioning and heating to support the equipment at this site. If the city desires a full shelter (the existing shelter is not acceptable for this communications / data center), there will be an additional expense, but it will not affect Niles Radio Communications ability to provide for timely construction and completion.

Appendix A has additional details for each path and expense category.

Dedicated Internet Access Bandwidth (DIA)

Niles Radio can provide Dedicated Internet Access services. We require a 3 year contract commitment for access, billing is monthly.

40Mbps	\$9,528.00 / Year
100Mbps	\$23,460.00 / Year

DIA Bandwidth above 100Mbps, up to and including 1Gbps are available, but require a 5 year services contract and specific engineering. Your requested bandwidth was for 20Mbps.

DIA Internet access includes point to point network service for routing existing IP segments to this network, IPv4 /24 networks as required with network utilization justification for ARIN, and a IPv6 /64 (18,446,744,073,709,551,616 addresses) or larger site network assignment as required.

This includes Configuration, Port and Loop charges.

Direct Internet Access is provided via Niles Radio Communication's fiber connection at their offices at 1602 N. East St., and additionally may be fed to the network from their Mt. Eldon Radio facilities. All services are provided to Niles Radio under contract from Level 3 Communications (<http://www.level3.com>) on the CenturyLink fiber network. This allows Niles Radio Communications to provide a comprehensive communications portfolio. Usage of CenturyLink circuits also allows that improvements to that network will improve connectivity in the event of outages to remote parts of the routed fiber network.

Do note that outages of any kind, on the CenturyLink or Level3 Fiber network, will not interrupt site to site communications within this proposed network.

Site Rental Expenses

For the radios located at Mt. Eldon, there is a monthly charge for the site rental. This rate is typically \$150.00 per foot of dish diameter, for which the City of Flagstaff receives a 50% discount from that rate.

At this time, the IT department has three links on Mt Eldon, one each to City Hall, Wildcat Hill, and the Landfill, for which they are charged about \$375.00 per month. The water department has an additional link to the Lake Mary Water Treatment Plant and to McMillan Mesa, for which they are charged \$525.00 per month, for a total monthly billing of \$900.00 per month.

After all sites are in place, the total anticipated monthly site rental for IT and the Water Department microwave systems combined is \$1,500.00 per month, an increase of \$600.00.

Table of Anticipated Monthly Site Rental Charges:

Path Name	Department	Dish Size	IT	WATER	CCSO
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ME0 to City Hall	IT	2	\$150.00		
ME0 to LMWTP	WATER	6		\$450.00	
ME0 to LEAF	CCSO	3			\$225.00
ME0 to Landfill	IT	2	\$150.00		
ME0 to McMillan Mesa	IT	4	\$300.00		
ME0 to Fire Station 4	IT	1	\$75.00		
ME0 to Wildcat	IT	1	\$75.00		
ME0 to Rio de Flag	IT	4	\$300.00		
			<hr/>		
			\$1,050.00	\$450.00	\$225.00

Figure 1 - Monthly Site Rental

The CCSO to LEAF Link is already under contract and will be modified to carry the additional IT traffic to be relayed. This will not result in any changes to the monthly billing that CCSO is anticipating at this time.

The CCSO LEAF link and the drop from LEAF to Fire Station 2 will likely require that CCSO enter into an IGA due to the mixed nature of the traffic on this facility.

Microwave Radio Equipment Warranty and Service Options

All of the proposed equipment includes a Manufacturer's warranty, most of which are 12 month limited warranty.

The purchase price for the proposed Cambium Microwave Radio Equipment includes a 12-month limited warranty to the original purchaser for the hardware components. This means a defective hardware component will typically be repaired or replaced within 30 days of return. In addition to the initial hardware repair-and-return program for damaged parts, the Standard Warranty for our PTP Series radios also includes minor software updates as they become available during that initial 12 month period. You can count on our 24 x 7 Support worldwide. Upon receiving your PTP product from Cambium, Niles Radio Communications will register your standard warranty online and activate the free 12-month warranty period and to obtain the notifications of software updates.

Equipment Spares

While this protects the IT microwave radio network against warrantable failure, there is the issue of the 30 day period of time between returning the equipment for service, and the return of the repaired equipment.

Niles Radio Communications recommends that at a minimum, and within the first 12 months service period, that the City of Flagstaff obtain an inventory of service center (Niles Radio) maintained spares representing one article of each piece of equipment in service, and two articles of each backbone equipment article in service. Niles Radio will develop the 'Spares' equipment list, at the time of final system engineering, after frequency coordination. Niles Radio cannot provide a useable estimate of the required spares until the engineering process has been completed.

As an alternative or in addition to a comprehensive on hand spares inventory, Niles Radio and Cambium offer an extended warranty programs for this equipment. Any time after the purchase of your equipment with its 12-month Standard Warranty, you have the option to purchase an Extended Warranty. There are two types of Extended Warranties to receive upgraded and/or extended equipment coverage with technical support and software updates:

- Extended Warranty with and additional one, two or four years of return-and-repair equipment coverage; and
- All Risks Advance Replacement program with an additional one, two or four years of extra equipment coverage.

EXTENDED WARRANTY AND ALL RISKS ADVANCED REPLACEMENT

With All Risks equipment coverage and the Advanced Replacement program, these premier PTP Extended Warranties upgrade and extend the initial 12-month Standard Hardware Warranty for up to five years.

The All Risks coverage provides hardware repair and replacement for all types of equipment damage, including:

- Hardware defects and failure
- Lightning and weather damage
- Dropped unit
- Fire damage
- Vandalism

The Advanced Replacement Program includes shipment of replacement product from Cambium Networks on the next business day after receipt of a confirmed RMA. When the RMA is approved, we pay the shipping costs in both directions. While the replacement shipping process will be started immediately, upon receipt of an approved RMA, replacement product is shipped using priority courier. Delivery time will depend upon ship-to location and any customs clearance time.

EXCLUSIONS TO STANDARD WARRANTIES

The initial 12-month Standard Hardware Warranty for any PTP product does not apply to:

- Defects or damage resulting from use of the Product(s) in other than their normal and customary manner.
- Defects or damage occurring from misuse, accident, liquid intrusion or neglect.
- Defects or damage from improper or unauthorized testing, operation, maintenance, service, repair, installation, alteration, modification, or adjustment.
- Product(s) that have been subjected to illegal or unauthorized alteration of the software/firmware.
- Scratches or other cosmetic damage to Cambium Product(s) surfaces that do not affect the operation of the Product(s).
- Product(s) from which Cambium serial numbers, warranty data, tamper-proof seals, or quality assurance decals have been removed or altered.
- Normal and customary wear and tear.
- Damage caused by lightning or other static discharge.

EXCLUSIONS TO ALL RISKS ADVANCED REPLACEMENT WARRANTIES

- Defects or damage from improper or unauthorized testing, operation, maintenance, service, repair, installation, alteration, modification, or adjustment.
- Product(s) that have been subjected to illegal or unauthorized alteration of the software/firmware.
- Scratches or other cosmetic damage to Cambium Product(s) surfaces that do not affect the operation of the Product(s).
- Product(s) from which Cambium serial numbers, warranty data, tamper-proof seals, or quality assurance decals have been removed or altered.

At this time, the all risks equipment coverage is limited to a 5 year period from the date of purchase.

Niles Radio will provide the costs for the Warranty and Spares Options in detail, after all paths have been fully engineered and the detailed equipment list is determined.

Estimate: All Risks Coverage with Advanced Replacement Warranty

As a rough estimate, the cost of providing coverage for all of the links in this proposal, for a period of 5 years, is about \$75.00 per month, per link. There are currently 21 links required in the proposed system, resulting in a monthly cost of \$1575.00. This cost is invoiced at the time of purchase, for the entire 5 year period.

Estimate: Depot Return and Repair (30 Day) Warranty

As a rough estimate, the cost of providing coverage for all of the links in this proposal, for a period of 5 years, is about \$35.00 per month, per link. There are currently 21 links required in the proposed system, resulting in a monthly cost of \$735.00. This cost is invoiced at the time of purchase, for the entire 5 year period.

Estimate: Spares Inventory

The maximum estimated cost of providing for a comprehensive set of systems spares is approximately \$41,980.00. This amount is dependent on the number of unique pieces of equipment necessary to deploy the microwave system, and cannot be determined until the system engineering has been completed.

Niles Radio Service Recommendation

Niles Radio Communications recommends that the City of Flagstaff acquire a comprehensive Spares Inventory, and within the first year, update all radios to a Depot Return and Repair grade warranty for a period of 5 years.

The All Risks warranty is not quite cost effective for this application.

After the five year warranty and service period has expired, Niles Radio will provide maintenance services that include depot return and repair, under a time and material basis, using the spares inventory to backstop the system, and always replacing with new or refurbished equipment, any equipment that fails while in operation, maintaining a full spares complement.

Niles Radio NOC² Monitoring Services

Niles Radio Communications will provide NOC² (Network Operations Center Computer) monitoring of your deployed system, and will respond within a two (2) hour period, to any failures detected on the network, including alarms that do not result in any loss of network function.

Niles Radio maintains M-F 8:00 AM to 5:00PM manned monitoring service at its offices, and the system monitors the network 24X7 notifying on call technicians who have full network access at all times, at all other hours.

Niles Radio charges a \$24.00 per month fee for each monitored link, and maintains administrator access to the network hardware at all times. This access does not grant any access to the customer payload traffic on the network, and as such, we do not monitor your actual traffic and cannot monitor routed traffic issues, but monitor the radio performance and all faults.



Each radio link is tested every 24 hours to monitor for link trend issues, and is tested every three minutes for any operational faults.

Detection of a fault results in a technician 'logging into' the link to determine the nature of the fault and dispatch a repair service call as and if appropriate. We typically know if any system failure before traffic is affected. This is a 24 Hours a day, 7 day a week service.

In all cases, a fault that requires an on-site response results in a Time and Material charge for the service, typically \$65.00 per hour. This is not covered by the manufacturer's equipment warranty.

If a radio path fault cannot be cleared, the failed equipment will be removed from service, replaced with either a new unit at fee, or with a spare equipment from the user spares, and the failed equipment will be returned to Cambium for repair.

Selection of Niles Radio Communications

Niles Radio Communications proposal is a continuation and extension of the Microwave Radio Networking services that Niles Radio Communications has been providing to the City of Flagstaff IT infrastructure. To continue this service and to move forward with the network upgrades in a timely manner, Niles Radio is requesting that the City of Flagstaff evaluate Niles Radios network proposals on the basis of providing these services and equipment as a sole source provider.

As such, Niles Radio Communications is not requesting or suggesting that Niles Radio Communications is the only provider capable of providing these services, but that Niles Radio Communications is the selected vendor that is capable of providing for the necessary system infrastructure and services with a single vendor selection.

Niles Radio Communications would like to present its reasoning for this selection as follows:

- Niles Radio is a Flagstaff local vendor, locally owned and operated since 1954. There are no other local vendors that own or operate Microwave Radio Communications facilities on Mt. Eldon.
- Niles Radio has the necessary infrastructure, in place, and already in use, for the proposed services:
 - Mt. Eldon 109' Radio Facility
 - Devils Head 110' Radio Facility
 - TV Hill 107' Radio Facility
 - All of these facilities are located on top of Mt. Eldon, and consist of Microwave grade towers, are microwave interconnected to Niles Radio Communications fiber fed network infrastructure, have backup generators and primary -48VDC microwave radio power systems, are environmentally controlled and currently house city of Flagstaff, county and State communications equipment. No other vendor has Microwave Radio sites at all of these locations. (Niles Radio has many other facilities located across Northern Arizona).
- Niles Radio holds an approved and current Arizona State Contract for the proposed equipment, ADSP013-055855, as well as other Arizona State contracts for radio communications equipment and services. Niles Radio Pricing for equipment is already competitively established under these contracts.

- Niles Radio is already providing microwave radio communications services and equipment for:
 - IT Services: City Hall to Mt. Eldon
 - Mt. Eldon to Cinder Lakes Landfill
 - Mt. Eldon to Wildcat Hill WWTP
 - Mt. Eldon to Lake Mary WTP
 - Mt. Eldon to Rio de Flag WWTP (Completion date 6/2015)
 - Mt. Eldon to USGS Radio Site
- Utilizing the Same Equipment already selected and operational provides for operational equipment sparing and minimal equipment inventory management, as well as extremely fast proposal to operational link establishment.
- Utilizing Niles Radio Communications sites for the upper network hardware layer, provides for single vendor utilization and already discounted and in place site lease terms.
- Utilizing Niles Radio Communications sites precludes the requirement to authorize technicians from other vendors to access competing vendor sites, eliminates co-insurance requirements, and eliminates the need for additional microwave paths to interconnect other vendor sites into a common network.
- Utilizing Niles Radio Communications sites will result in the lowest monthly recurring expenses.
- Niles Radio has a regional 70-90Ghz License WQQA631 for immediate link licensing of extremely secure millimeter-wave paths up to 5 miles in length.
- Niles Radio Communications provides all Licensing and Link Coordination and Engineering Services in house.
- Niles Radio Monitors and Maintains all FCC Licenses, once granted, for no additional fees.
- Niles Radio has Cisco Certified technicians on staff, and is a full Network and Microwave Services integrator.
- JC Cullen, Inc. DBA Niles Radio Communications is an Arizona State Licensed Contractor, specializing in our field of Communications.
- Niles Radio Communications has installation and maintenance staff in place, resident in Flagstaff, with 24X7 availability and a typical 2 Hour response time for maintenance issues.
- Niles Radio Communications maintains its own Snow-Cats for mountain top access in any weather conditions.
- Niles Radio maintains a 24X7 NOC (Network Operations Control) for systems operational management and alarm response on all monitored customer networks and typically responds to issues before the customer is even aware of a problem.

Upgrades to Existing IT Infrastructure

McMillan Mesa SITE

The McMillan Mesa tower, which was relocated to this site behind USGS in November 1986, will be the primary communications hub for the IT Microwave Network. This tower, however, is insufficient in both height and structural integrity for this proposed application. The existing tower is 62' in height, with antennas and appurtenances that top out at 84' above ground level.

Niles Radio proposes to replace this tower with a 100' four leg tower that can support the required microwave antennas, have expansion room for additional antennas, and support the relocated Fire, water and utilities antennas. The existing tower will be removed.

Niles Radio has checked the McMillan Mesa tower with the FCC TOWAIR application, to determine if this tower needs registration with the FCC and FAA, or if it requires tower lighting, and it does not, per TOWAIR.



Figure 2 - McMillan Mesa Existing Tower



However, TOWAIR's findings are not definitive or binding, and we cannot guarantee that the data in TOWAIR are fully current and accurate. In some instances, TOWAIR may yield results that differ from application of the criteria set out in 47 C.F.R. Section 17.7 and 14 C.F.R. Section 77.13.

If this had been a positive finding by TOWAIR recommending notification it would certainly be given considerable weight. On the other hand, a finding by TOWAIR recommending either for or against notification is not conclusive. Therefore, Niles Radio recommends that we take responsibility as an ASR participant to exercise due diligence to determine if we must coordinate this structure with the FAA. TOWAIR is only one tool designed to assist ASR participants in exercising this due diligence, and further investigation may be necessary to determine if FAA coordination is appropriate.

What this means is that, although not required, we should register this facility with the FAA and FCC as an existing facility, proceed to an upgrade, and if on the determination of the FAA that the tower represents any form of hazard, that we apply the appropriate recommendations for lighting, as and if

required. This could result in additional expenses, and will require monitoring of the lighting status, if required.

Tower Structural Notes

The McMillan Mesa tower will require a substantial tower foundation, which will be designed in accordance with EIA/TIA222-G standards. A preliminary design has been created for this foundation and structure, which will be further reviewed, evaluated and certified by an Arizona PE.

SLAB FOUNDATION DESIGN:

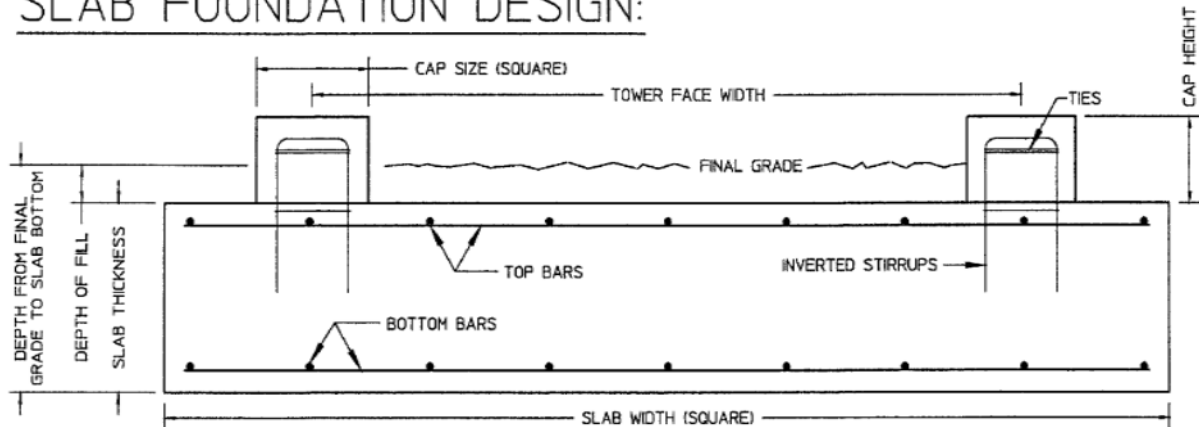


Figure 3 – Tower Foundation Design

DIMENSIONS:

Slab width = 20.0 feet
 Slab thickness = 24.0 inches
 Cap height = 12.0 inches
 Cap size = 30.0 inches
 Tower face width = 9.00 feet
 Number of tower legs = 4
 Depth of fill = 0.000 inches
 Depth from final grade = 0.000 feet
 to slab bottom

MATERIAL PARAMETERS:

Ultimate net soil bearing pressure = 4.00 ksf
 Concrete compressive strength = 3000 psi
 Rebar yield strength = 60000 psi
 Density of concrete = 0.150 kcf
 Density of soil = 0.100 kcf
 Density of fill = 0.000 kcf
 Allowable stress increase factor = 1.00

TOWER BASE REACTIONS:

Overturning moment = 987 ft-kips
 Total tower shear = 17.4 kips
 Maximum leg shear = 4.90 kips
 Tower weight = 13.5 kips

NOTES:

1. If "depth of fill" or "depth from final grade to slab bottom" are not known, they are conservatively assumed to be zero.
2. This design methodology assumes a rigid slab (Ref. ACI 336.2 R-88).
3. The slab may be raised above the ground and the caps eliminated unless noted otherwise (subject to local minimum frost depth restrictions).

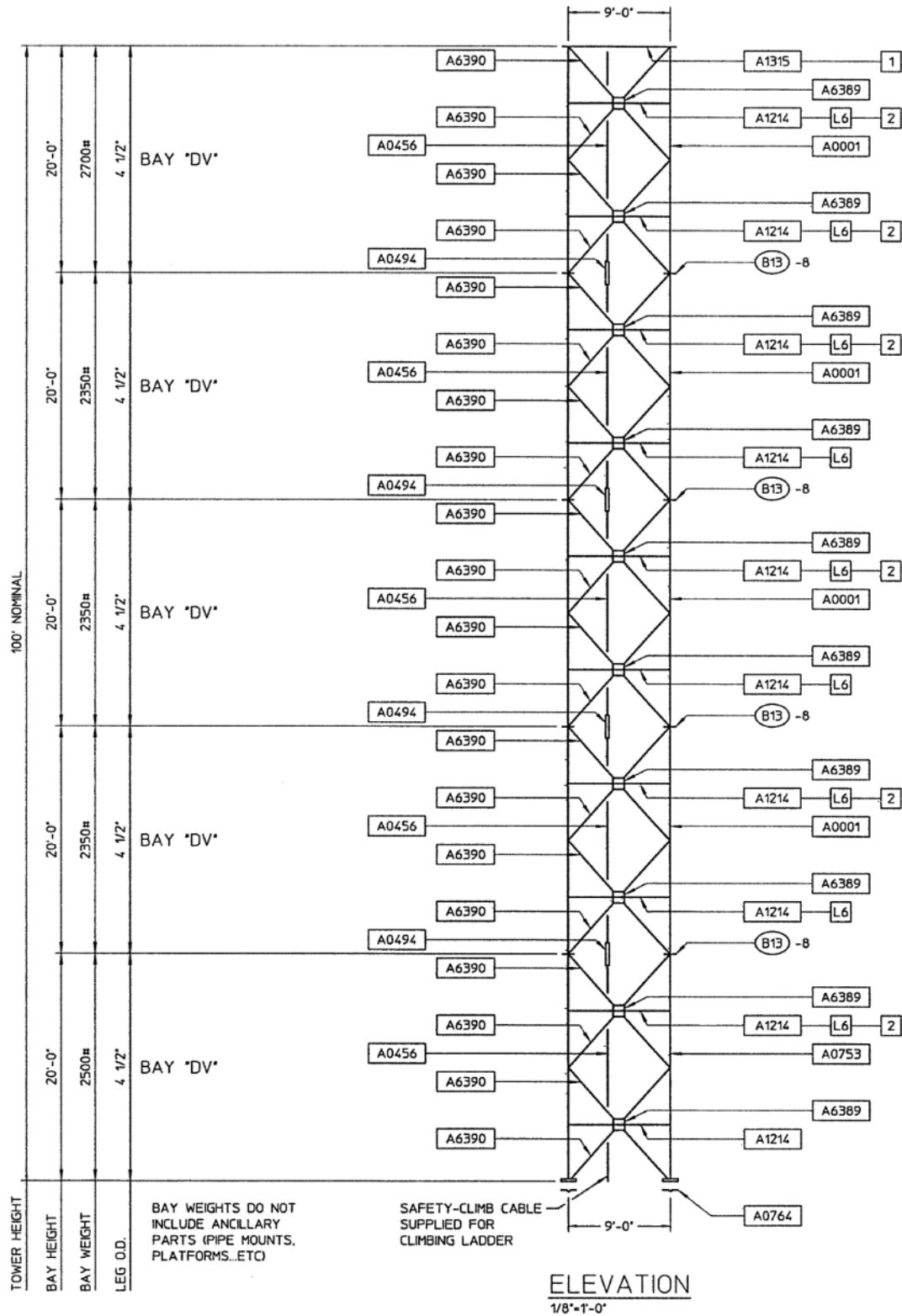
OUTPUT SUMMARY:

Stability ratio = 1.19 OK
 Net soil bearing pressure = 1.48 ksf OK
 Volume of concrete = 30.6 cu. yds.
 Slab two-way shear: OK
 Slab beam shear: OK

REINFORCEMENT REQUIREMENTS: (ASTM A615 Gr. 60)

Minimum reinforcement areas: Top bars = 3.83 sq. inches, Bottom bars = 6.53 sq. inches.
 Top bars: Use 20-#4 (each way) @ 12.32 inch spacing, length = 19.50 ft., total weight = 521 lbs.
 Bottom bars: Use 22-#5 (each way) @ 11.14 inch spacing, length = 19.50 ft., total weight = 895 lbs.
 Use 3-#4 Ties, 24 in. sq. @ 12 in. spc. (per cap), double @ top.
 Use 4-#5 Inverted Stirrups, 31 in. x 21.5 in. x 31 in. (per cap).

Tower Design



The tower is designed with straight legs from base to top, to allow for installation of Microwave antennas at any location on the tower, directly to

the legs of the tower, facing any azimuth, without the requirement for separate antenna mounts and pipes for each antenna.

This reduces the physical loading of the tower, reduces the overall size of the tower, allows for much higher loading to structural weight and reduces the visual impact of the tower. Having a tower that can have antennas installed at any height allows us to minimize the actual antenna installation elevation to the minimum required for path clearance. It also allows for a great degree of expansion without requiring an engineering stress and loading analysis prior to each antenna installation.

The tower is equipped with a safety climbing system, which is a 100% tie off steel cable that runs the length of a ladder that is placed inside the tower.

This allows the tower to be climbed to any height, safely, without negotiating antennas mounted to the climbing legs.

The ladder can be seen in the bracing diagramming, ascending the center of the tower, with the cable runs on either side of the ladder, this is continuous for the entire height of the tower and is a key safety feature.

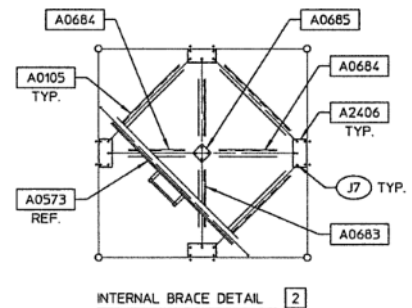


Figure 4 - Tower Inside Bracing and Ladder

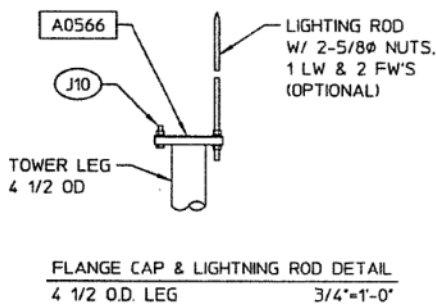


Figure 5 - Tower Lightning Rod

The tower is equipped with a lightning rod to prevent direct lightning strikes from impacting the installed radio antennas as well as provide for a safe operating environment during lightning

storms.

McMillan Mesa Shelter

In addition to replacing the tower, Niles Radio will be installing a steel 7' cabinet, which includes air conditioning and heat, to house the equipment, instead of inside the shelter, as the shelter has exceeded its usefulness and is not suitable for placement of the network equipment.

Should the City desire to replace the shelter, Niles Radio can provide a multi-room shelter that will keep the IT network equipment separated from other users at the site. This is a considerable additional expense, and Niles Radio believes that the cabinet solution is more appropriate.

Figure 6 - McMillan Mesa Cabinet

The selected cabinet is a DDB Unlimited LTEE-A weatherproof outdoor electronics enclosure with climate-control system. It has two (2) sets 19" EIA racking rails with 27RU (rack units) of available vertical rack space. A 6000 BTU air conditioner for cooling with 400 watts of heat when needed; insulation is R3.3 closed cell foam. The cabinet has above door fluorescent lighting. The cabinet has a NO/NC door alarm switches for



intrusion notification, which is monitored by the Niles Radio NOC. A spool-up side box for fiber and RF cable spooling is included with a copper ground bar on insulators inside the spool-up box. A separate battery compartment below the equipment space holds battery back-up power. The assembly is GR 487 rated with a baked on white textured powder coat finish. It will be installed on the Tower foundation slab, providing an environmentally controlled rodent and pest free equipment environment for this critical installation.

Microwave Equipment Listing

Link name	Product	Local antenna	Remote antenna	Max aggregate IP throughput (Mbps)
McMillan Mesa to Adult Center	PTP23800 with ODU-B	Cambium Networks 1ft HP Antenna 85010089059 - Direct	Cambium Networks 1ft HP Antenna 85010089059 - Direct	100.00
McMillan Mesa to East Side Library	PTP23800 with ODU-B	Cambium Networks 1ft HP Antenna 85010089059 - Direct	Cambium Networks 1ft HP Antenna 85010089059 - Direct	400.00
McMillan Mesa to Fire Station 1	PTP23800 with ODU-B	Cambium Networks 1ft HP Antenna 85010089059 - Direct	Cambium Networks 1ft HP Antenna 85010089059 - Direct	100.00
McMillan Mesa to Fire Station 5	PTP650	Cambium Networks 2ft Dual-Polar Parabolic RDH4503	Cambium Networks 2ft Dual-Polar Parabolic RDH4503	411.42
McMillan Mesa to Jay Lively Ice Rink	PTP650	Cambium Networks Integrated Dual Polar Antenna	Cambium Networks Integrated Dual Polar Antenna	100.18
McMillan Mesa to ME0	PTP18820S	Cambium Networks 4ft Single Pol (NA & CALA Only) N180082D054 - Direct	Cambium Networks 4ft Single Pol (NA & CALA Only) N180082D054 - Direct	1210.50
McMillan Mesa to NAU Internet	PTP18800 with ODU-B	Cambium Networks 1ft HP Antenna 85010089057 - Direct	Cambium Networks 1ft HP Antenna 85010089057 - Direct	600.00
McMillan Mesa to Warehouse	PTP18800 with ODU-B	Cambium Networks 2ft HP Antenna 85010089042 - Direct	Cambium Networks 2ft HP Antenna 85010089042 - Direct	200.00
City Hall to Coconino County	PTP38800 with ODU-A	Cambium Networks 1ft HP Antenna 85010089063 - Direct	Cambium Networks 1ft HP Antenna 85010089063 - Direct	301.12
City Hall to ME0	PTP23800 with ODU-B	Cambium Networks 2ft HP Antenna 85010089043 - Direct	Cambium Networks 2ft HP Antenna 85010089043 - Direct	604.31
Airport Terminal to Airport Fire	PTP23800 with ODU-B	Cambium Networks 1ft HP Antenna 85010092011 - Remote	Cambium Networks 1ft HP Antenna 85010092011 - Remote	200.00
ME0 to LMWTP	PTPL6800 with ODU-A	Cambium Networks 6ft HP Antenna 85010092021 - Remote	Cambium Networks 6ft HP Antenna 85010092021 - Remote	200.00
ME0 to Wildcat Hill Plant	PTP23800 with ODU-B	Cambium Networks 1ft HP Antenna 85010089059 - Direct	Cambium Networks 1ft HP Antenna 85010089059 - Direct	200.00

Link name	Product	Local antenna	Remote antenna	Max aggregate IP throughput (Mbps)
ME0 to Landfill	PTP18800 with ODU-B	Cambium Networks 2ft HP Antenna 85010089042 - Direct	Cambium Networks 2ft HP Antenna 85010089042 - Direct	116.98
AquaPlex to Flag Recreation Center	PTP650	Cambium Networks Integrated Dual Polar Antenna	Cambium Networks Integrated Dual Polar Antenna	100.18
ME0 to Fire Station 4	PTP23800 with ODU-B	Cambium Networks 1ft HP Antenna 85010089059 - Direct	Cambium Networks 1ft HP Antenna 85010089059 - Direct	100.00
AquaPlex to Housing Authority	PTP23800 with ODU-B	Cambium Networks 1ft HP Antenna 85010089059 - Direct	Cambium Networks 1ft HP Antenna 85010089059 - Direct	100.00
LMWTP to Fire Station 6	PTP23800 with ODU-B	Cambium Networks 1ft HP Antenna 85010089059 - Direct	Cambium Networks 1ft HP Antenna 85010089059 - Direct	100.00
McMillan Mesa to City Hall	PTP18820S	Cambium Networks 2ft Single Pol (NA & CALA Only) N180082D052 - Direct	Cambium Networks 2ft Single Pol (NA & CALA Only) N180082D052 - Direct	1210.51
McMillan Mesa to Airport Terminal	PTP11800 with ODU-B	Cambium Networks 4ft HP Antenna 85010089052 - Direct	Cambium Networks 4ft HP Antenna 85010089052 - Direct	200.00
ME0 to Rio De Flag Plant	PTP11800 with ODU-B	Cambium Networks 4ft HP Antenna 85010089052 - Direct	Cambium Networks 4ft HP Antenna 85010089052 - Direct	200.00
AquaPlex to East Side Library	PTP23800 with ODU-B	Cambium Networks 1ft HP Antenna 85010089059 - Direct	Cambium Networks 1ft HP Antenna 85010089059 - Direct	300.00
LEAF to DH2	PTP23800 with ODU-B	Cambium Networks 2ft HP Antenna 85010089043 - Direct	Cambium Networks 2ft HP Antenna 85010089043 - Direct	101.76
LEAF to ME0	PTP18800 with ODU-B	Cambium Networks 3ft HP Antenna 85009298006 - Direct	Cambium Networks 3ft HP Antenna 85009298006 - Direct	300.00
LEAF to Fire Station 2	PTP23800 with ODU-B	Cambium Networks 1ft HP Antenna 85010089059 - Direct	Cambium Networks 1ft HP Antenna 85010089059 - Direct	100.00

Part Number	Qty	Description
01010411007	1	ODU-A 6GHz, TR252, Lo, B1 (5925.0 - 6025.0 MHz), Rectangular WG, Neg Pol. Please select a TX frequency
01010411008	1	ODU-A 6GHz, TR252, Hi, B1 (6175.0- 6275.0 MHz), Rectangular WG, Neg Pol. Please select a TX frequency
01010419001	24	Coaxial Cable Grounding Kits for 1/4" and 3/8" Cable
01010433002	1	ODU-A 38GHz, TR700, Lo, B1 (38595.0 - 38805.0 MHz), Circular WG, Neg Pol. Please select a TX frequency
01010433003	1	ODU-A 38GHz, TR700, Hi, B1 (39295.0 - 39505.0 MHz), Circular WG, Neg Pol. Please select a TX frequency
07009304001	40	Hoisting Grip for CNT-400 cable
07010109005	2	ODU Remote Mount Kit 18 ~ 26 GHz - UBR220 output
07010109008	2	ODU Remote Mount Kit 6 GHz - UDR70 output
07010118001	4	WR137 Flex Twist Hanger Kit
07010118005	4	WR42 Flex Twist Hanger Kit
30010194001	20	50 Ohm Braided Coaxial Cable - 75 meter
58010076011	2	Flexible Twist,WR42,PBR220,35.0 inch,UBR220,17.7-26.5 GHz,VSWR 1.25
58010076017	2	Flexible Twist,WR137,PDR70,35.0 inch,UDR70,5.85-8.2 GHz,VSWR 1.10
85009298006	2	3' HP Antenna, 17.70 ~ 19.70 GHz, Single Pol, Mot Interface
85009317001	2	ODU-B 11GHz, TR 490 & 500, Lo, B5 (10700.0 - 10890.0 MHz), Rectangular WG, Neg Pol. Please select a TX frequency
85009317002	2	ODU-B 11GHz, TR 490 & 500, Hi, B5 (11200.0 - 11390.0 MHz), Rectangular WG, Neg Pol. Please select a TX frequency
85009318001	4	ODU-B 18GHz, TR1560, Lo, B3 (17700.0 - 18140.0 MHz), Rectangular WG, Neg Pol. Please select a TX frequency
85009318002	4	ODU-B 18GHz, TR1560, Hi, B3 (19260.0 - 19700.0 MHz), Rectangular WG, Neg Pol. Please select a TX frequency
85009319001	12	ODU-B 23GHz, TR1200, Lo, B5 (21200.0 - 21600.0 MHz), Rectangular WG, Neg Pol. Please select a TX frequency
85009319002	12	ODU-B 23GHz, TR1200, Hi, B5 (22400.0 - 22800.0 MHz), Rectangular WG, Neg Pol. Please select a TX frequency
85010089042	4	2' HP Antenna, 17.70 ~ 19.70 GHz, Single Pol, Mot Interface
85010089043	4	2' HP Antenna, 21.20 ~ 23.60 GHz, Single Pol, Mot Interface
85010089052	4	4' HP Antenna, 10.125 ~ 11.70 GHz, Single Pol, Mot Interface
85010089057	2	1' HP Antenna, 17.70 ~ 19.70 GHz, Single Pol, Mot Interface
85010089059	18	1' HP Antenna, 21.20 ~ 23.60 GHz, Single Pol, Mot Interface
85010089063	2	1' HP Antenna, 37.00 ~ 40.00 GHz, Single Pol, Mot Interface
85010092011	2	1' HP Antenna, 21.20 ~ 23.60 GHz, Dual Pol, PBR220

Part Number	Qty	Description
85010092021	2	6' HP Antenna, 5.925 ~ 7.125 GHz, Dual Pol, PDR70
C000065K022	6	PTP 650 Lite (Up to 125Mbps) to Full (Up to 450Mbps) Link Capacity upgrade license per ODU
C000065K040	6	PTP 650 Precise Network Timing Software License (per END)
C000065L007	6	PTP 650 LPU and Grounding Kit (1 kit per ODU)
C050065H008	2	PTP 650 Connectorized END with AC+DC Enhanced Supply (FCC/IC). Kit includes ODU, power supply, mounting bracket and US line cord
C050065H010	4	PTP 650 Integrated END with AC+DC Enhanced Supply (FCC/IC). Kit includes ODU, power supply, mounting bracket and US line cord
C180082B011	2	PTP 820S Radio 18WGHz,TR1560,ChAll,Hi,19259-19710MHz. Please select a TX frequency
C180082B012	2	PTP 820S Radio 18WGHz,TR1560,ChAll,Lo,17699-18150MHz. Please select a TX frequency
N000082L014	4	PTP 820 Glands_x5_KIT
N000082L016	2	PTP 820 CAT5E Outdoor 100m drum
N000082L017	8	PTP 820 Grounding Kit for CAT5e F/UTP 8mm cable. Add 2 additional kits per PoE Injector that is installed outdoors
N000082L022	4	PTP 820 PoE Injector all outdoor, redundant DC input, +24VDC support
N000082L034	4	PTP 820S Act.Key - Capacity 650M with ACM Enabled
N000082L073	4	PTP 820 GBE_Connector_kit
N000082L116	4	PTP 820 GROUND CABLE FOR IDU and ODU
N180082D052	2	PTP 820 2' ANT,SP,18GHz,RFU-C TYPE&UBR220 - Radiowave. Only available for order in North America and CALA regions
N180082D054	2	PTP 820 4' ANT,SP,18GHz,RFU-C TYPE&UBR220 - Radiowave. Only available for order in North America and CALA regions
RDH4503	2	5.25-5.85 GHZ, 2-FT (0.6M), WITH FINE ADJUSTMENTS. Not available in all regions - please check with your local supplier
WB3176	3	328 ft (100 m) Reel Outdoor Copper Clad CAT5E (Recommended for PTP)
WB3480	40	PTP800 Modem 1000/100BaseT with Capacity CAP 10 Mbps
WB3541	12	PTP800/PTP810 Modem Capacity CAP - 50 Mbps (per Unit)
WB3542	12	PTP800/PTP810 Modem Capacity CAP - 100 Mbps (per Unit)
WB3543	4	PTP800/PTP810 Modem Capacity CAP - 150 Mbps (per Unit)
WB3544	2	PTP800/PTP810 Modem Capacity CAP - 200 Mbps (per Unit)
WB3545	2	PTP800/PTP810 Modem Capacity CAP - 300 Mbps (per Unit)
WB3546	8	PTP800/PTP810 Modem Capacity CAP - 400 Mbps (per Unit)
WB3616	40	Coaxial Cable Installation Assembly Kit (W/O LPU End Kit)
WB3618	40	Mains Lead- US 3pin to C5 (PTP800 AC-DC PSU)
WB3622	40	AC-DC Power Supply Converter (no lead cable included). Converts 110/230V to 48V.

Part Number	Qty	Description
WB3657	40	LPU END KIT PTP800 (1 kit required per Coaxial cable)

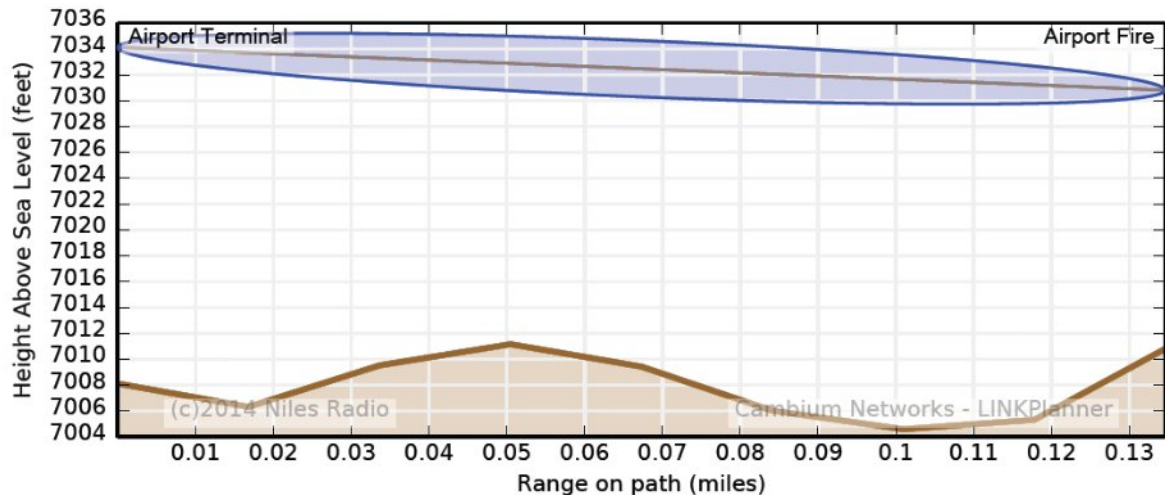
Path Descriptions

Airport Terminal to Airport Fire

Equipment: Cambium Networks PTP23800 with ODU-B - 1+0

Cambium Networks 1ft HP Antenna 85010092011 -
Remote @ 26 ft

Cambium Networks 1ft HP Antenna 85010092011 -
Remote @ 20 ft



	Performance to Airport Terminal	Performance to Airport Fire
Mean IP	100.0 Mbps	100.0 Mbps
IP Availability	100.0000 % for 100.0 Mbps	100.0000 % for 100.0 Mbps

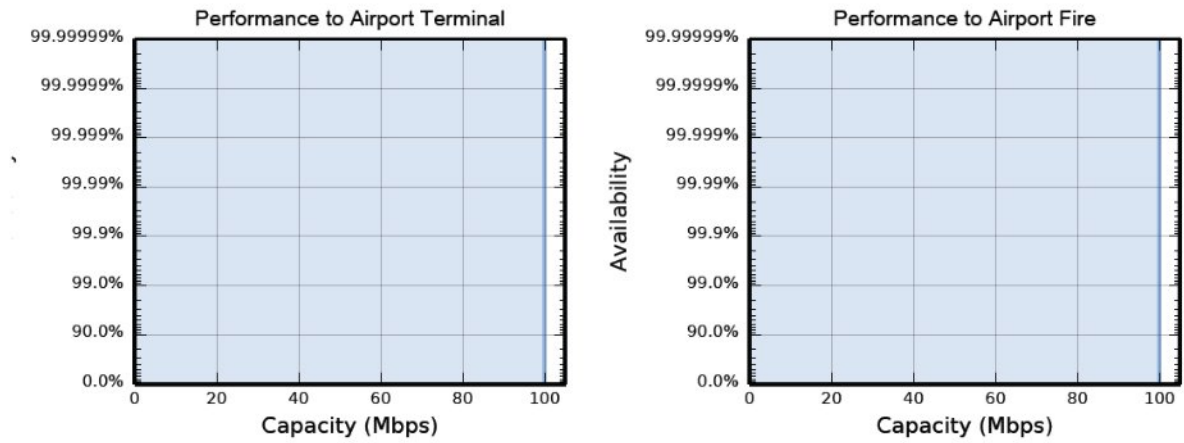
Link Summary

Link Summary			
Link Length	0.135 mi.	System Gain	140.51 dB
Band	23 GHz	System Gain Margin	34.32 dB
Regulation	FCC	Mean Aggregate Data Rate	200.0 Mbps
Modulation	256QAM 0.77 (114.4Mbps)	Annual Link Availability	100.0000 %
Bandwidth	20 MHz	Annual Link Unavailability	0 secs/year
Total Path Loss	106.19 dB	Prediction Model	ITU-R

This path is a short haul link, from the Airport terminal, which is connected to McMillan Mesa. Engineering review indicated that the path from the Airport Fire Station to McMillan Mesa, was blocked by trees, and is not suitable, so the path first goes to the Airport terminal building, before being dropped to the fire station.

The licensed capacity of this link is 100Mbps, which exceeds the 50Mbps applied to other Fire Station links, but can be limited to the same throughput as the other stations.

Performance Charts



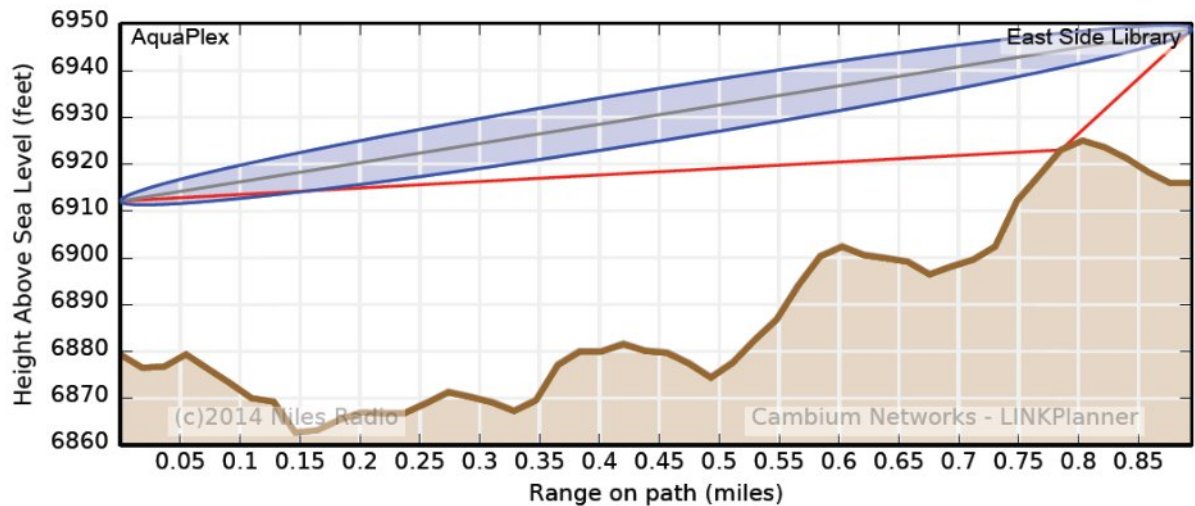
Climatic Factors, Losses and Standards			
dN/dH not exceeded for 1% of time	-251.94 N units/km	Annual 2-way Availability	100.0000 %
Area roughness 110x110km	349.20 metre	Annual 2-way Unavailability	0 secs/year
Geoclimatic factor	6.13e-05	Rain Availability	100.0000 %
Fade Occurrence Factor (P0)	6.71e-11	Rain Unavailability	0 secs/year
Path inclination	4.66 mr	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
0.01% Rain rate	30.83 mm/hr	Diffraction Loss	ITU-R P.526-10
Free Space Path Loss	106.17 dB	Propagation	ITU-R P.530-12
Gaseous Absorption Loss	0.02 dB	Rain Rate	ITU-R P.837-5
Link Type	Line-of-Sight	Refractivity Index	ITU-R P.453-9
Excess Path Loss	0.00 dB		

AquaPlex to East Side Library

Equipment: Cambium Networks PTP23800 with ODU-B - 1+0

Cambium Networks 1ft HP Antenna 85010089059 -
Direct @ 33 ft

Cambium Networks 1ft HP Antenna 85010089059 -
Direct @ 33 ft



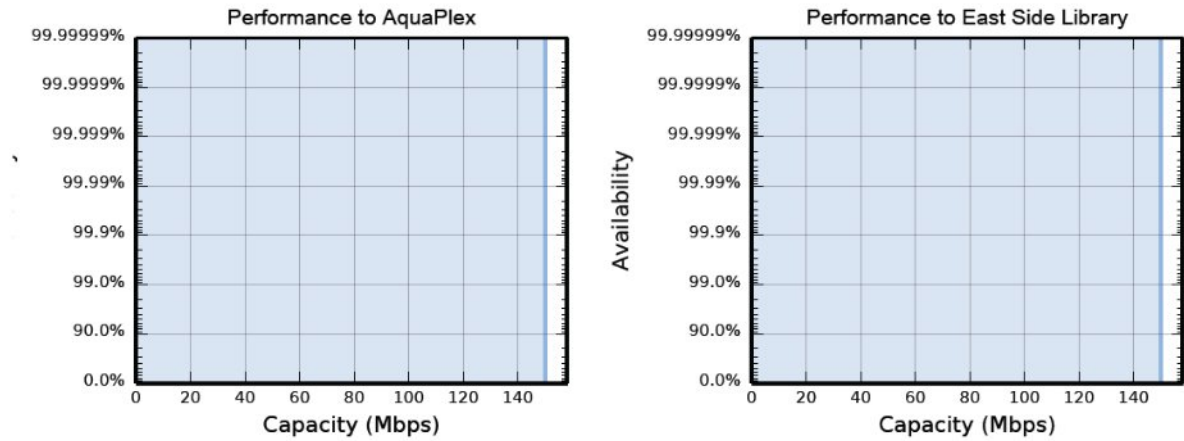
	Performance to AquaPlex	Performance to East Side Library
Mean IP	150.0 Mbps	150.0 Mbps
IP Availability	100.0000 % for 150.0 Mbps	100.0000 % for 150.0 Mbps

Link Summary

Link Summary			
Link Length	0.895 mi.	System Gain	155.01 dB
Band	23 GHz	System Gain Margin	32.23 dB
Regulation	FCC	Mean Aggregate Data Rate	300.0 Mbps
Modulation	256QAM 0.80 (177.44Mbps)	Annual Link Availability	100.0000 %
Bandwidth	30 MHz	Annual Link Unavailability	0 secs/year
Total Path Loss	122.78 dB	Prediction Model	ITU-R

The AquaPlex is used as an East Side relay point, receiving traffic from McMillan Mesa via East Side Library, for relay to the Housing Authority and Flagstaff Recreation Center. Its bandwidth is configured as 150Mbps, allowing 50Mbps for AquaPlex and the two sites that it relays. The quotation includes the radio link equipment for this site, but does not include a router and switch, nor any cabinet for this equipment, which will need to be determined in the engineering phase of the project.

Performance Charts



Climatic Factors, Losses and Standards

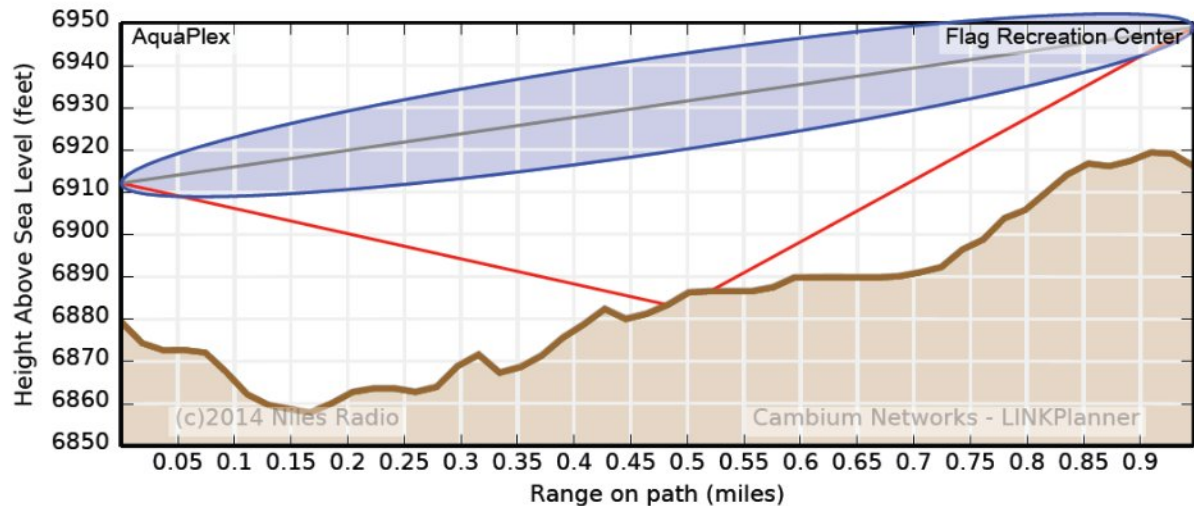
dN/dH not exceeded for 1% of time	-249.69 N units/km	Annual 2-way Availability	100.0000 %
Area roughness 110x110km	337.23 metre	Annual 2-way Unavailability	0 secs/year
Geoclimatic factor	6.13e-05	Rain Availability	100.0000 %
Fade Occurrence Factor (P0)	2.02e-08	Rain Unavailability	0 secs/year
Path inclination	7.76 mr	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
0.01% Rain rate	30.27 mm/hr	Diffraction Loss	ITU-R P.526-10
Free Space Path Loss	122.62 dB	Propagation	ITU-R P.530-12
Gaseous Absorption Loss	0.16 dB	Rain Rate	ITU-R P.837-5
Link Type	Line-of-Sight	Refractivity Index	ITU-R P.453-9
Excess Path Loss	0.00 dB		

AquaPlex to Flagstaff Recreation Center

Equipment: Cambium Networks PTP650 Full Integrated

Cambium Networks Integrated Dual Polar Antenna
@ 33 ft

Cambium Networks Integrated Dual Polar Antenna
@ 33 ft



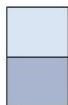
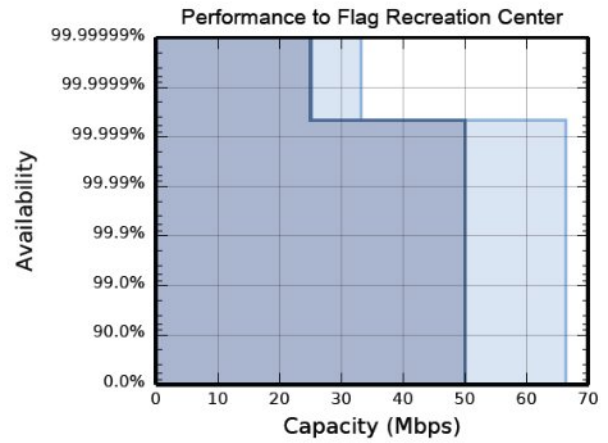
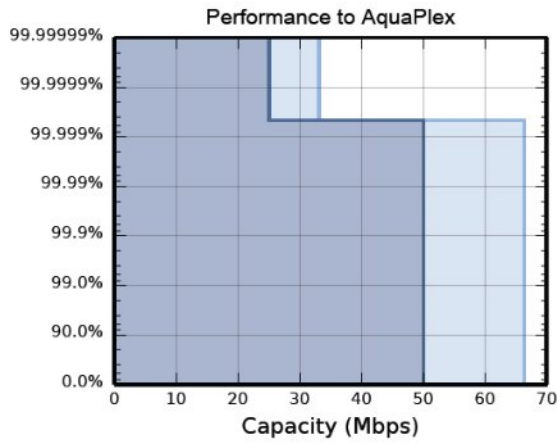
	Performance to AquaPlex	Performance to Flag Recreation Center
Mean IP	50.1 Mbps	50.1 Mbps
IP Availability	99.9995 % for 50.0 Mbps	99.9995 % for 50.0 Mbps

Link Summary

Link Summary			
Link Length	0.947 mi.	System Gain	167.81 dB
Band	5.8 GHz	System Gain Margin	56.44 dB
Regulation	United States	Mean Aggregate Data Rate	100.2 Mbps
Modulation	Adaptive	Annual Link Availability	100.0000 %
Bandwidth	10 MHz	Annual Link Unavailability	0 secs/year
Total Path Loss	111.37 dB	Prediction Model	ITU-R

Flagstaff Recreation Center is an endpoint user link, receiving traffic from the AquaPlex at 50Mbps. This link is configured for a high reliability unlicensed link, operating in a low interference environment.

Performance Charts



High Capacity, assumes there is no load in the other direction

Symmetrical Capacity, assumes a saturated load in the other direction

Climatic Factors, Losses and Standards

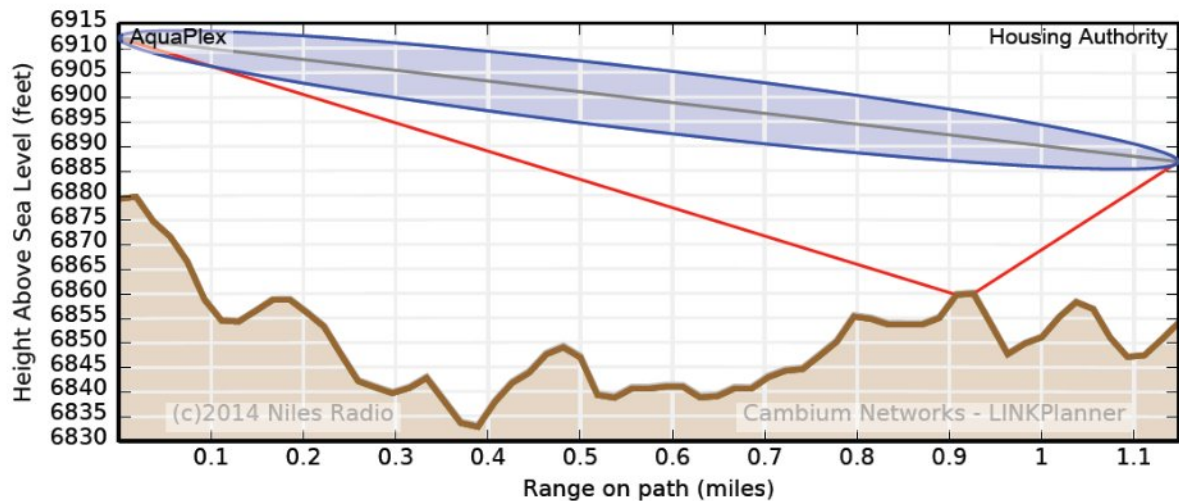
dN/dH not exceeded for 1% of time	-249.76 N units/km	Link Type	Line-of-Sight
Area roughness 110x110km	337.43 metre	Excess Path Loss	0.00 dB
Geoclimatic factor	6.13e-05	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
Fade Occurrence Factor (P0)	7.45e-09	Diffraction Loss	ITU-R P.526-10
Path inclination	7.38 mr	Propagation	ITU-R P.530-12
0.01% Rain rate	30.29 mm/hr	Rain Rate	ITU-R P.837-5
Free Space Path Loss	111.36 dB	Refractivity Index	ITU-R P.453-9
Gaseous Absorption Loss	0.01 dB		

AquaPlex to Housing Authority

Equipment: Cambium Networks PTP23800 with ODU-B - 1+0

Cambium Networks 1ft HP Antenna 85010089059 -
Direct @ 33 ft

Cambium Networks 1ft HP Antenna 85010089059 -
Direct @ 33 ft



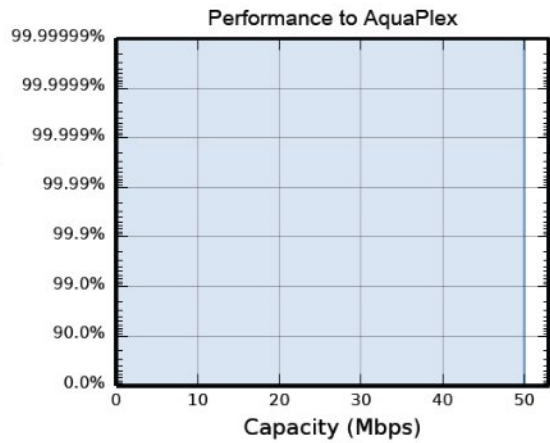
	Performance to AquaPlex	Performance to Housing Authority
Mean IP	50.0 Mbps	50.0 Mbps
IP Availability	100.0000 % for 50.0 Mbps	100.0000 % for 50.0 Mbps

Link Summary

Link Summary			
Link Length	1.148 mi.	System Gain	164.20 dB
Band	23 GHz	System Gain Margin	39.20 dB
Regulation	FCC	Mean Aggregate Data Rate	100.0 Mbps
Modulation	128QAM 0.83 (50.88Mbps)	Annual Link Availability	100.0000 %
Bandwidth	10 MHz	Annual Link Unavailability	0 secs/year
Total Path Loss	125.00 dB	Prediction Model	ITU-R

This link is a licensed endpoint at 23Ghz, operating at a capacity of 50Mbps, and is expandable up to 100Mbps.

Performance Charts



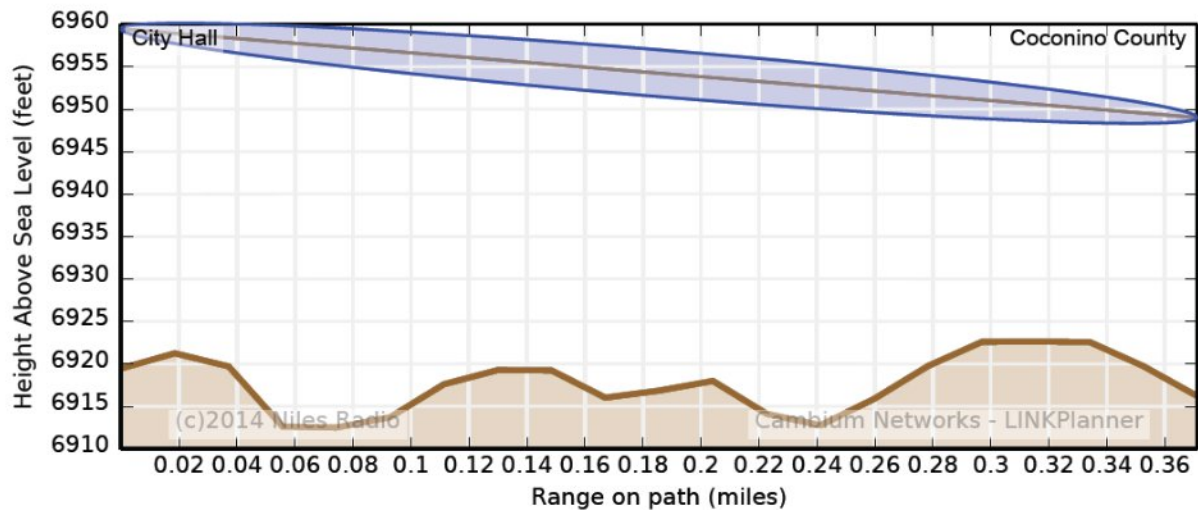
Climatic Factors, Losses and Standards			
dN/dH not exceeded for 1% of time	-249.64 N units/km	Annual 2-way Availability	100.0000 %
Area roughness 110x110km	337.51 metre	Annual 2-way Unavailability	0 secs/year
Geoclimatic factor	6.12e-05	Rain Availability	100.0000 %
Fade Occurrence Factor (P0)	7.63e-08	Rain Unavailability	0 secs/year
Path inclination	4.16 mr	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
0.01% Rain rate	30.26 mm/hr	Diffraction Loss	ITU-R P.526-10
Free Space Path Loss	124.79 dB	Propagation	ITU-R P.530-12
Gaseous Absorption Loss	0.21 dB	Rain Rate	ITU-R P.837-5
Link Type	Line-of-Sight	Refractivity Index	ITU-R P.453-9
Excess Path Loss	0.00 dB		

City Hall to Coconino County Administration

Equipment: Cambium Networks PTP38800 with ODU-A - 1+0

Cambium Networks 1ft HP Antenna 85010089063 -
Direct @ 40 ft

Cambium Networks 1ft HP Antenna 85010089063 -
Direct @ 33 ft



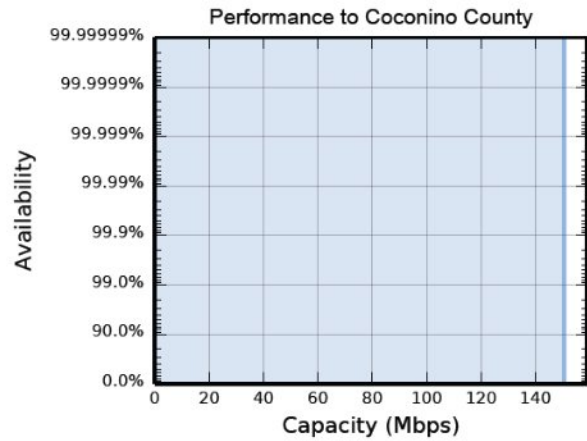
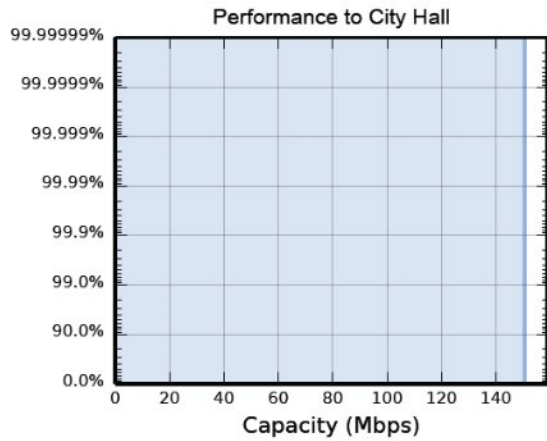
	Performance to City Hall	Performance to Coconino County
Mean IP	150.6 Mbps	150.6 Mbps
IP Availability	100.0000 % for 150.0 Mbps	100.0000 % for 150.0 Mbps

Link Summary

Link Summary			
Link Length	0.371 mi.	System Gain	167.48 dB
Band	38 GHz	System Gain Margin	47.76 dB
Regulation	FCC	Mean Aggregate Data Rate	301.1 Mbps
Modulation	16QAM 0.91 (150.56Mbps)	Annual Link Availability	100.0000 %
Bandwidth	50 MHz	Annual Link Unavailability	0 secs/year
Total Path Loss	119.72 dB	Prediction Model	ITU-R

This link is a short haul high capacity 38Ghz link, operating at up to 150Mbps.

Performance Charts



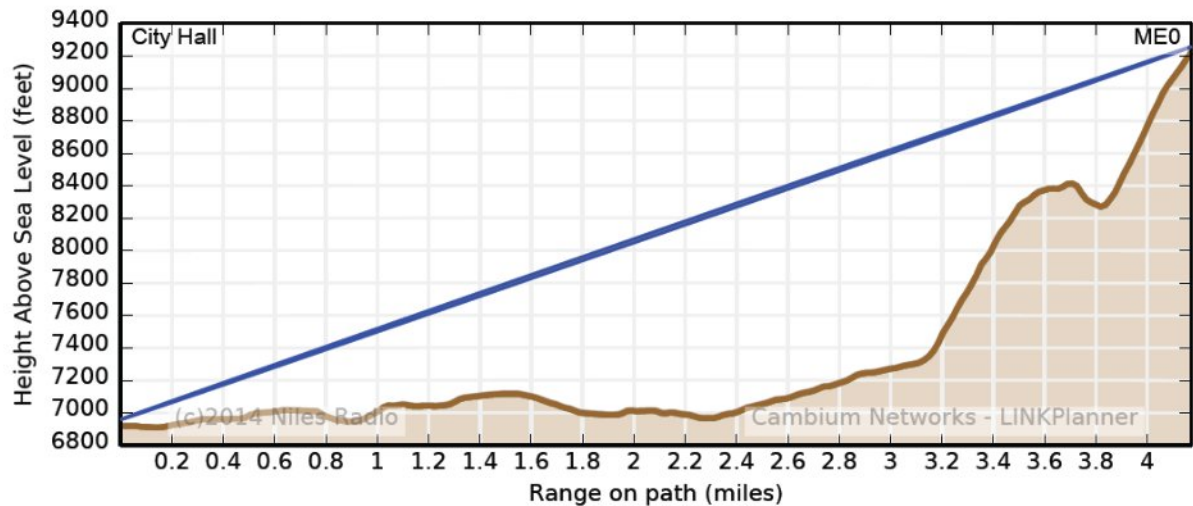
Climatic Factors, Losses and Standards			
dN/dH not exceeded for 1% of time	-250.24 N units/km	Annual 2-way Availability	100.0000 %
Area roughness 110x110km	338.54 metre	Annual 2-way Unavailability	0 secs/year
Geoclimatic factor	6.14e-05	Rain Availability	100.0000 %
Fade Occurrence Factor (P0)	5.33e-09	Rain Unavailability	0 secs/year
Path inclination	5.33 mr	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
0.01% Rain rate	30.42 mm/hr	Diffraction Loss	ITU-R P.526-10
Free Space Path Loss	119.68 dB	Propagation	ITU-R P.530-12
Gaseous Absorption Loss	0.04 dB	Rain Rate	ITU-R P.837-5
Link Type	Line-of-Sight	Refractivity Index	ITU-R P.453-9
Excess Path Loss	0.00 dB		

City Hall to Mt Eldon

Equipment: Cambium Networks PTP23800 with ODU-B - 1+0

Cambium Networks 2ft HP Antenna 85010089043 -
Direct @ 40 ft

Cambium Networks 2ft HP Antenna 85010089043 -
Direct @ 33 ft



	Performance to City Hall	Performance to ME0
Mean IP	302.2 Mbps	302.2 Mbps
IP Availability	99.9993 % for 100.0 Mbps	99.9993 % for 100.0 Mbps

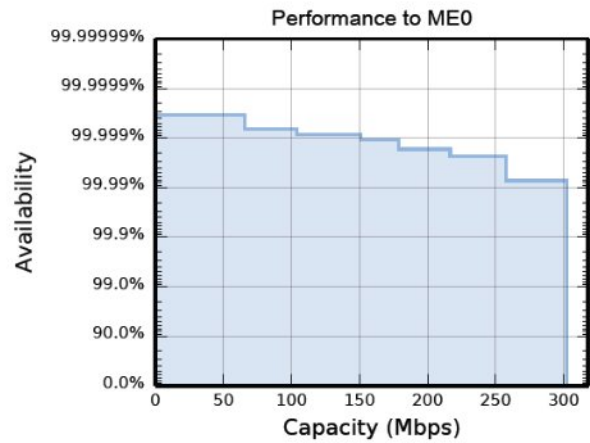
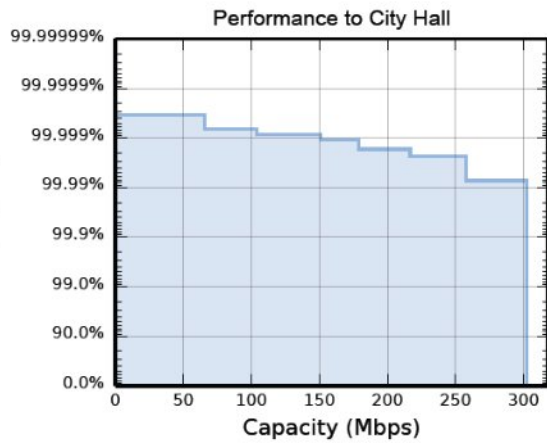
Link Summary

Link Summary			
Link Length	4.173 mi.	System Gain	184.92 dB
Band	23 GHz	System Gain Margin	48.25 dB
Regulation	FCC	Mean Aggregate Data Rate	604.3 Mbps
Modulation	Adaptive	Annual Link Availability	99.9997 %
Bandwidth	50 MHz	Annual Link Unavailability	1.8 mins/year
Total Path Loss	136.67 dB	Prediction Model	ITU-R

This link is the existing City Hall to ME0 link, and will be retained for redundancy, but will not be upgraded. Its function is being replaced with a new link at 600Mbps capacity for City Hall to McMillan Mesa, and a second link at 600Mbps capacity from McMillan Mesa to ME0, to handle the primary traffic load.

Retaining this link will allow a redundant failure mode in the system, and will also allow certain traffic to be routed around the McMillan Mesa facility, increasing useable bandwidth.

Performance Charts



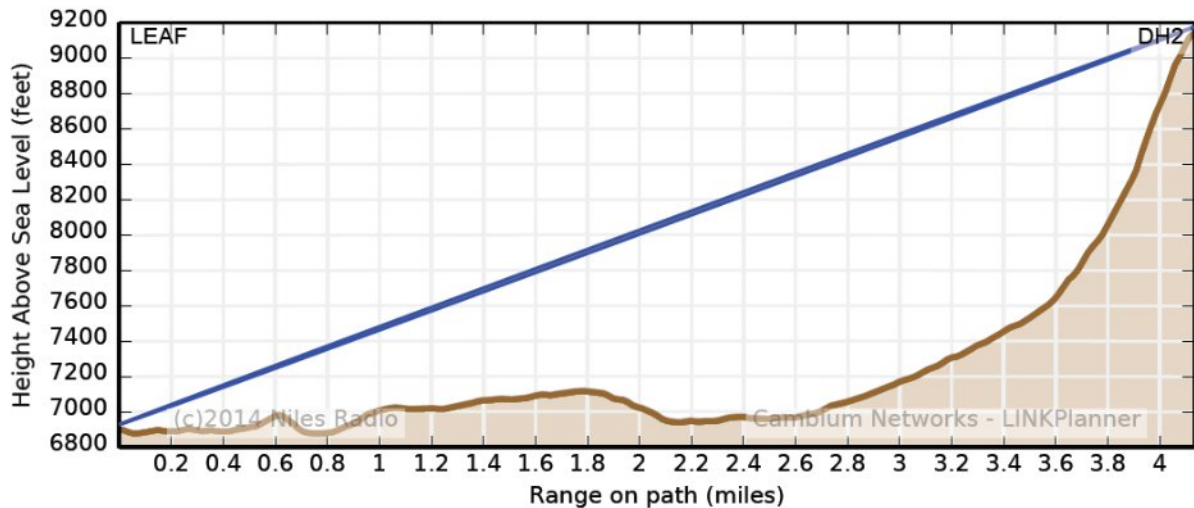
Climatic Factors, Losses and Standards			
dN/dH not exceeded for 1% of time	-249.58 N units/km	Annual 2-way Availability	100.0000 %
Area roughness 110x110km	335.39 metre	Annual 2-way Unavailability	0 secs/year
Geoclimatic factor	6.14e-05	Rain Availability	99.9997 %
Fade Occurrence Factor (P0)	2.44e-07	Rain Unavailability	1.8 mins/year
Path inclination	104.31 mr	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
0.01% Rain rate	30.25 mm/hr	Diffraction Loss	ITU-R P.526-10
Free Space Path Loss	135.99 dB	Propagation	ITU-R P.530-12
Gaseous Absorption Loss	0.67 dB	Rain Rate	ITU-R P.837-5
Link Type	Line-of-Sight	Refractivity Index	ITU-R P.453-9
Excess Path Loss	0.00 dB		

LEAF to Devils Head

Equipment: Cambium Networks PTP23800 with ODU-B - 1+0

Cambium Networks 2ft HP Antenna 85010089043 -
Direct @ 28 ft

Cambium Networks 2ft HP Antenna 85010089043 -
Direct @ 33 ft



	Performance to LEAF	Performance to DH2
Mean IP	50.9 Mbps	50.9 Mbps
IP Availability	99.9992 % for 50.0 Mbps	99.9992 % for 50.0 Mbps

Link Summary

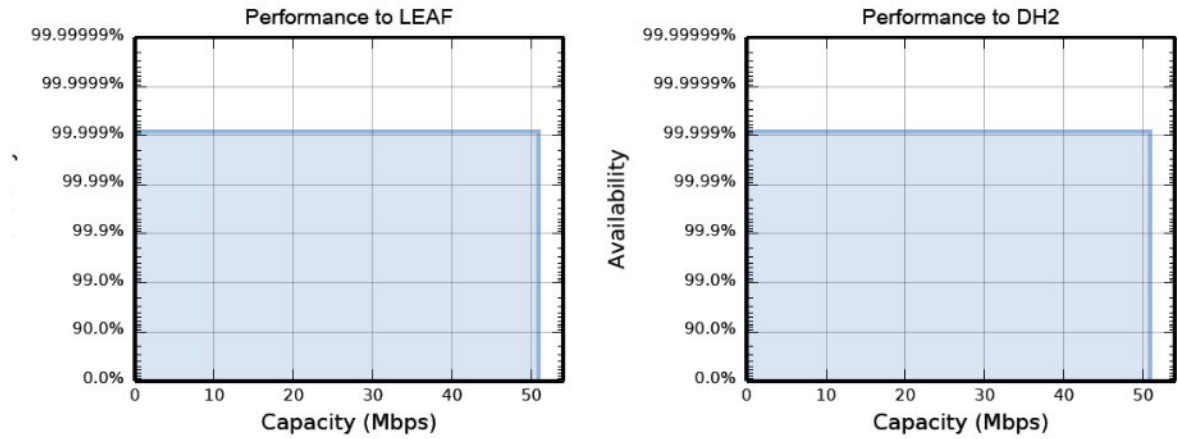
Link Summary			
Link Length	4.134 mi.	System Gain	174.60 dB
Band	23 GHz	System Gain Margin	38.02 dB
Regulation	FCC	Mean Aggregate Data Rate	101.8 Mbps
Modulation	128QAM 0.83 (50.88Mbps)	Annual Link Availability	99.9992 %
Bandwidth	10 MHz	Annual Link Unavailability	4.3 mins/year
Total Path Loss	136.58 dB	Prediction Model	ITU-R

This link is not a part of the IT network upgrade, but is instead a CCSO provided link, that connects the Niles Radio 911 VOIP data network (Sheriffs and Rural Fire) to the Mt Eldon radio systems, and is currently in place. This link allows for an immediate use of the City Accelerator campus to be used as an EOC system, with connectivity to existing radio systems on the 911 VLAN.

This is part of a two link redundant network from the LEAF, to Mt Eldon.

There are no expenses in this project associated with this link.

Performance Charts



Climatic Factors, Losses and Standards

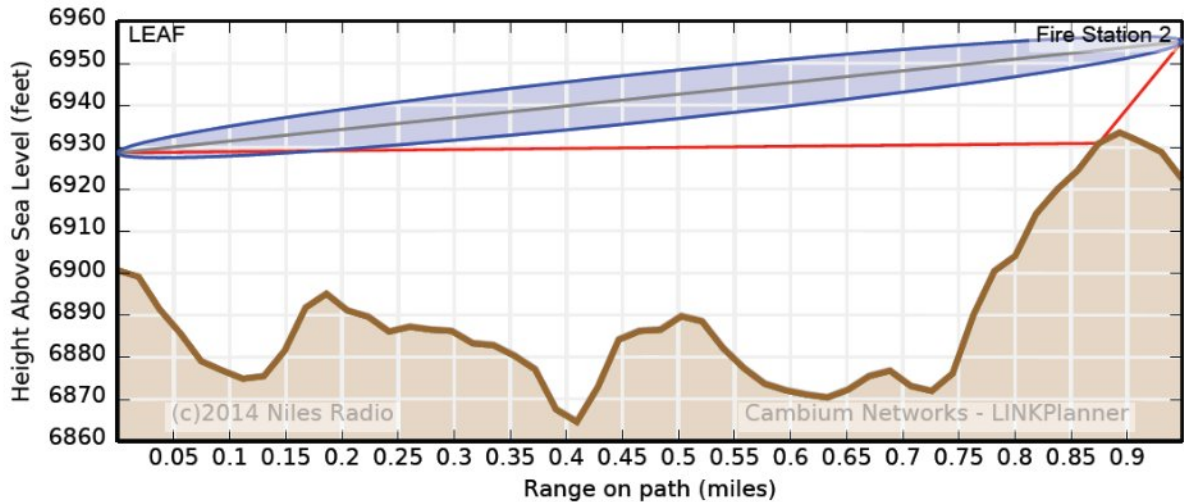
dN/dH not exceeded for 1% of time	-249.70 N units/km	Annual 2-way Availability	100.0000 %
Area roughness 110x110km	336.30 metre	Annual 2-way Unavailability	0 secs/year
Geoclimatic factor	6.14e-05	Rain Availability	99.9992 %
Fade Occurrence Factor (P0)	2.43e-07	Rain Unavailability	4.3 mins/year
Path inclination	103.11 mr	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
0.01% Rain rate	30.28 mm/hr	Diffraction Loss	ITU-R P.526-10
Free Space Path Loss	135.91 dB	Propagation	ITU-R P.530-12
Gaseous Absorption Loss	0.67 dB	Rain Rate	ITU-R P.837-5
Link Type	Line-of-Sight	Refractivity Index	ITU-R P.453-9
Excess Path Loss	0.00 dB		

LEAF to Fire Station 2

Equipment: Cambium Networks PTP23800 with ODU-B - 1+0

Cambium Networks 1ft HP Antenna 85010089059 -
Direct @ 28 ft

Cambium Networks 1ft HP Antenna 85010089059 -
Direct @ 33 ft



	Performance to LEAF	Performance to Fire Station 2
Mean IP	50.0 Mbps	50.0 Mbps
IP Availability	100.0000 % for 50.0 Mbps	100.0000 % for 50.0 Mbps

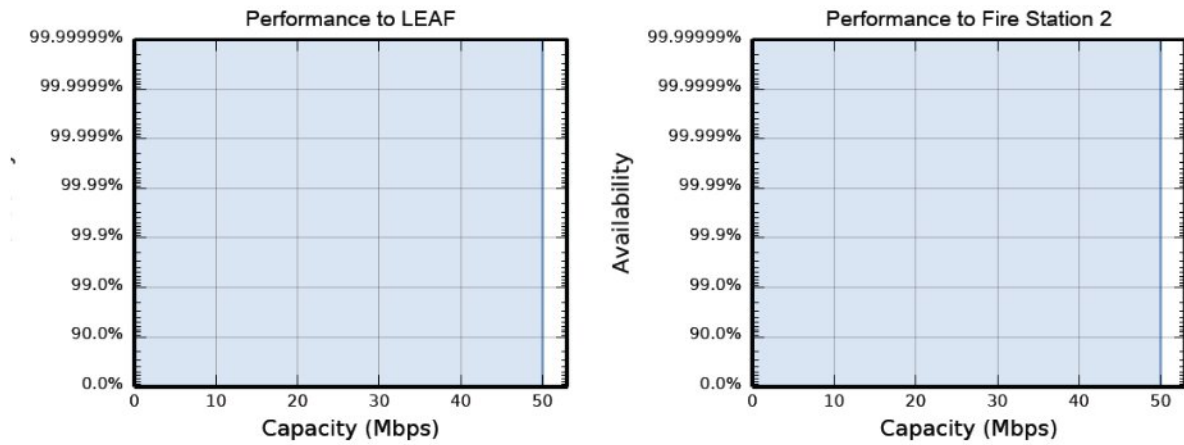
Link Summary

Link Summary			
Link Length	0.949 mi.	System Gain	162.70 dB
Band	23 GHz	System Gain Margin	39.40 dB
Regulation	FCC	Mean Aggregate Data Rate	100.0 Mbps
Modulation	128QAM 0.83 (50.88Mbps)	Annual Link Availability	100.0000 %
Bandwidth	10 MHz	Annual Link Unavailability	0 secs/year
Total Path Loss	123.31 dB	Prediction Model	ITU-R

Fire Station 2 is situated in such a location that the only reachable segment is to the LEAF. The IT network includes a high capacity link from Mt Eldon that connects the LEAF to the IT network and later for EOC operations at the Accelerator facility, and is also used to relay traffic to Fire Station 2.

The configured capacity of this link is 50Mbps.

Performance Charts



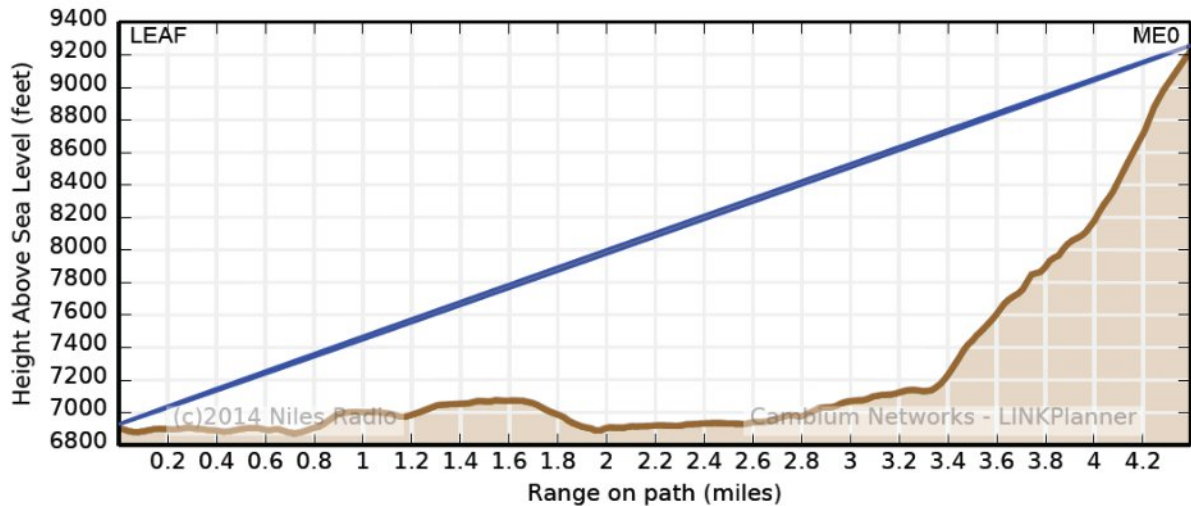
Climatic Factors, Losses and Standards			
dN/dH not exceeded for 1% of time	-250.30 N units/km	Annual 2-way Availability	100.0000 %
Area roughness 110x110km	340.10 metre	Annual 2-way Unavailability	0 secs/year
Geoclimatic factor	6.13e-05	Rain Availability	100.0000 %
Fade Occurrence Factor (P0)	3.34e-08	Rain Unavailability	0 secs/year
Path inclination	5.29 mr	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
0.01% Rain rate	30.44 mm/hr	Diffraction Loss	ITU-R P.526-10
Free Space Path Loss	123.13 dB	Propagation	ITU-R P.530-12
Gaseous Absorption Loss	0.17 dB	Rain Rate	ITU-R P.837-5
Link Type	Line-of-Sight	Refractivity Index	ITU-R P.453-9
Excess Path Loss	0.00 dB		

LEAF to Mt. Eldon

Equipment: Cambium Networks PTP18800 with ODU-B - 1+0

Cambium Networks 3ft HP Antenna 85009298006 -
Direct @ 28 ft

Cambium Networks 3ft HP Antenna 85009298006 -
Direct @ 33 ft



	Performance to LEAF	Performance to ME0
Mean IP	150.0 Mbps	150.0 Mbps
IP Availability	99.9994 % for 150.0 Mbps	99.9994 % for 150.0 Mbps

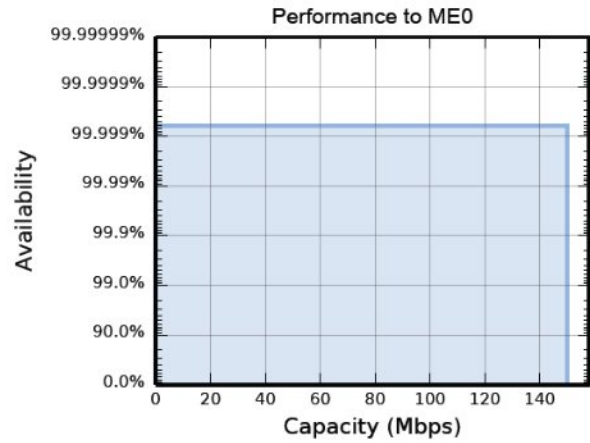
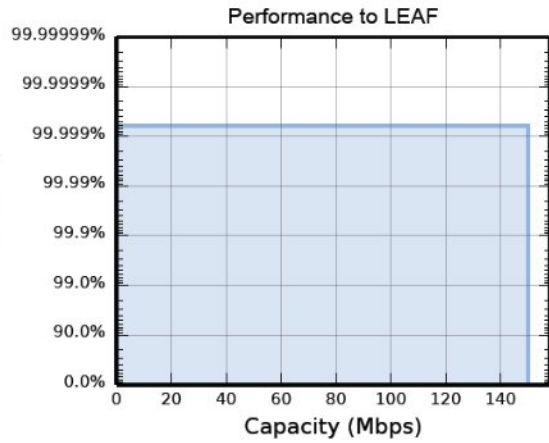
Link Summary

Link Summary			
Link Length	4.394 mi.	System Gain	167.91 dB
Band	18 GHz	System Gain Margin	32.83 dB
Regulation	FCC	Mean Aggregate Data Rate	300.0 Mbps
Modulation	256QAM 0.80 (177.44Mbps)	Annual Link Availability	99.9994 %
Bandwidth	30 MHz	Annual Link Unavailability	3.2 mins/year
Total Path Loss	135.09 dB	Prediction Model	ITU-R

This link connects the LEAF and Fire Station 2 facilities, to the IT network, and is also be used to connect the LEAF to the EOC facilities at the Business Accelerator Facility.

The configured capacity of this link is 150Mbps

Performance Charts



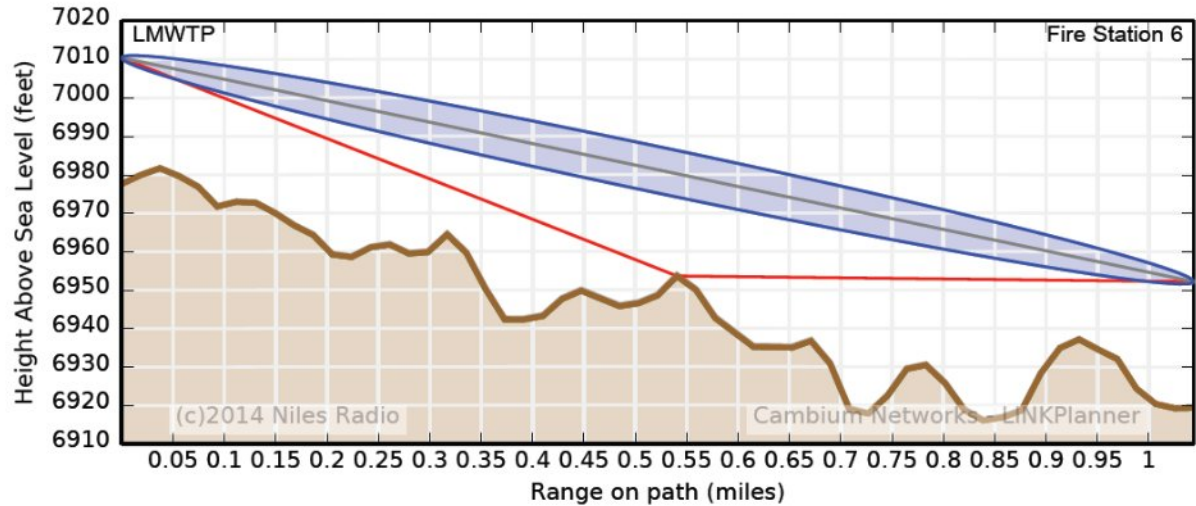
Climatic Factors, Losses and Standards			
dN/dH not exceeded for 1% of time	-249.68 N units/km	Annual 2-way Availability	100.0000 %
Area roughness 110x110km	336.55 metre	Annual 2-way Unavailability	0 secs/year
Geoclimatic factor	6.13e-05	Rain Availability	99.9994 %
Fade Occurrence Factor (P0)	2.31e-07	Rain Unavailability	3.2 mins/year
Path inclination	100.37 mr	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
0.01% Rain rate	30.27 mm/hr	Diffraction Loss	ITU-R P.526-10
Free Space Path Loss	134.88 dB	Propagation	ITU-R P.530-12
Gaseous Absorption Loss	0.21 dB	Rain Rate	ITU-R P.837-5
Link Type	Line-of-Sight	Refractivity Index	ITU-R P.453-9
Excess Path Loss	0.00 dB		

Lake Mary Water Treatment Plant to Fire Station 6

Equipment: Cambium Networks PTP23800 with ODU-B - 1+0

Cambium Networks 1ft HP Antenna 85010089059 -
Direct @ 33 ft

Cambium Networks 1ft HP Antenna 85010089059 -
Direct @ 33 ft



	Performance to LMWTP	Performance to Fire Station 6
Mean IP	50.0 Mbps	50.0 Mbps
IP Availability	100.0000 % for 50.0 Mbps	100.0000 % for 50.0 Mbps

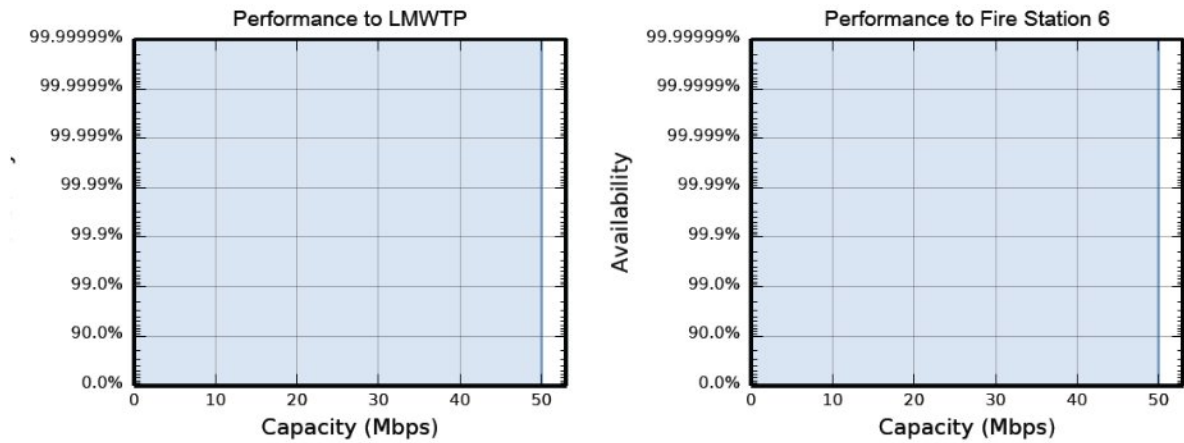
Link Summary

Link Summary			
Link Length	1.044 mi.	System Gain	163.70 dB
Band	23 GHz	System Gain Margin	39.55 dB
Regulation	FCC	Mean Aggregate Data Rate	100.0 Mbps
Modulation	128QAM 0.83 (50.88Mbps)	Annual Link Availability	100.0000 %
Bandwidth	10 MHz	Annual Link Unavailability	0 secs/year
Total Path Loss	124.15 dB	Prediction Model	ITU-R

This link uses the existing link that already connects to the IT network at Lake Mary Water Treatment Plant to Mt Eldon.

This path is configured for 50Mbps capacity.

Performance Charts



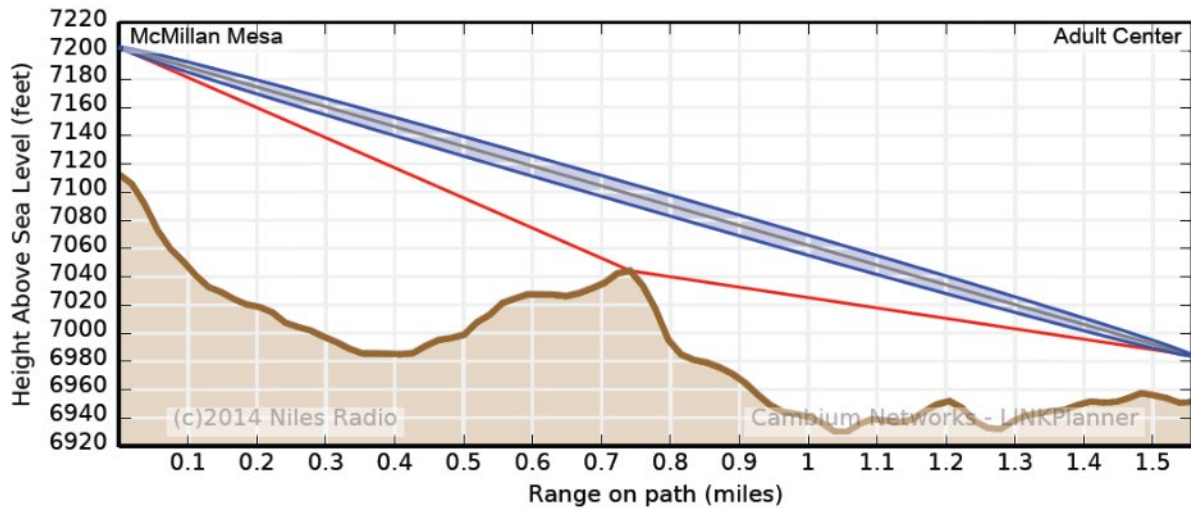
Climatic Factors, Losses and Standards			
dN/dH not exceeded for 1% of time	-251.37 N units/km	Annual 2-way Availability	100.0000 %
Area roughness 110x110km	346.26 metre	Annual 2-way Unavailability	0 secs/year
Geoclimatic factor	6.13e-05	Rain Availability	100.0000 %
Fade Occurrence Factor (P0)	2.47e-08	Rain Unavailability	0 secs/year
Path inclination	10.57 mr	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
0.01% Rain rate	30.70 mm/hr	Diffraction Loss	ITU-R P.526-10
Free Space Path Loss	123.96 dB	Propagation	ITU-R P.530-12
Gaseous Absorption Loss	0.19 dB	Rain Rate	ITU-R P.837-5
Link Type	Line-of-Sight	Refractivity Index	ITU-R P.453-9
Excess Path Loss	0.00 dB		

McMillan Mesa to Adult Center

Equipment: Cambium Networks PTP23800 with ODU-B - 1+0

Cambium Networks 1ft HP Antenna 85010089059 -
Direct @ 90 ft

Cambium Networks 1ft HP Antenna 85010089059 -
Direct @ 33 ft



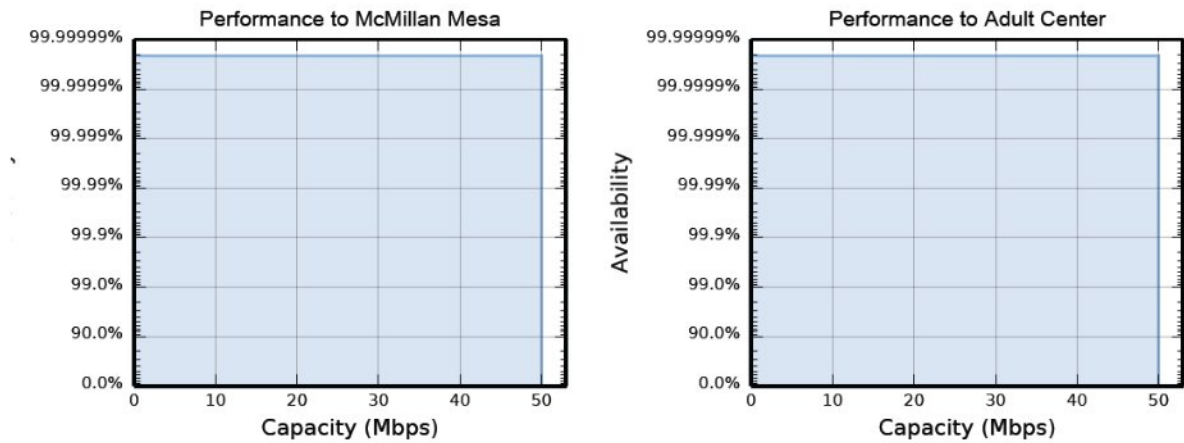
	Performance to McMillan Mesa	Performance to Adult Center
Mean IP	50.0 Mbps	50.0 Mbps
IP Availability	100.0000 % for 50.0 Mbps	100.0000 % for 50.0 Mbps

Link Summary

Link Summary			
Link Length	1.557 mi.	System Gain	164.20 dB
Band	23 GHz	System Gain Margin	36.49 dB
Regulation	FCC	Mean Aggregate Data Rate	100.0 Mbps
Modulation	128QAM 0.83 (50.88Mbps)	Annual Link Availability	100.0000 %
Bandwidth	10 MHz	Annual Link Unavailability	7 secs/year
Total Path Loss	127.71 dB	Prediction Model	ITU-R

This link connects the Adult Center to the McMillan Mesa facility.
It is configured for 50Mbps capacity.

Performance Charts



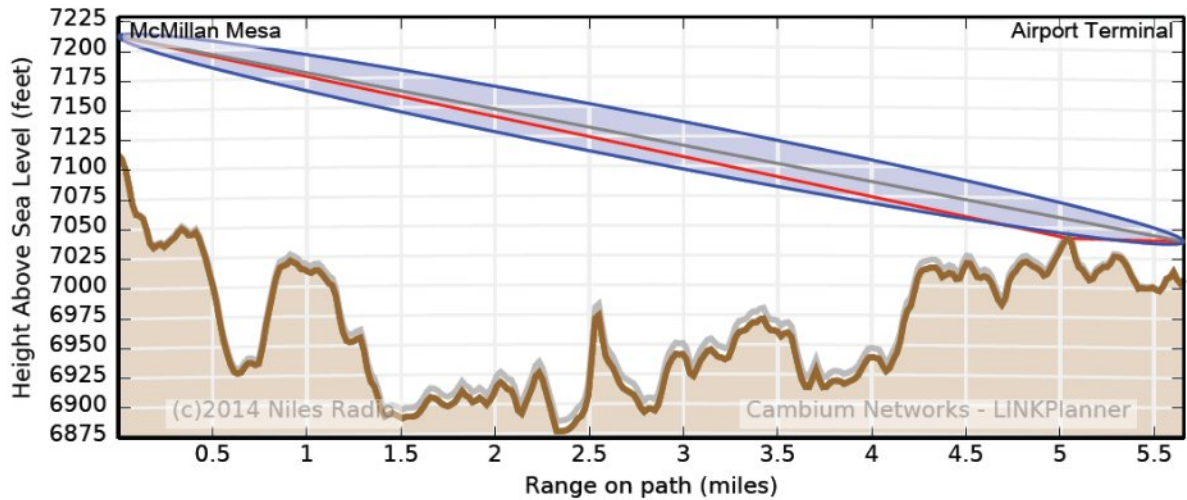
Climatic Factors, Losses and Standards			
dN/dH not exceeded for 1% of time	-249.99 N units/km	Annual 2-way Availability	100.0000 %
Area roughness 110x110km	336.85 metre	Annual 2-way Unavailability	0 secs/year
Geoclimatic factor	6.14e-05	Rain Availability	100.0000 %
Fade Occurrence Factor (P0)	3.76e-08	Rain Unavailability	7 secs/year
Path inclination	26.57 mr	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
0.01% Rain rate	30.36 mm/hr	Diffraction Loss	ITU-R P.526-10
Free Space Path Loss	127.43 dB	Propagation	ITU-R P.530-12
Gaseous Absorption Loss	0.28 dB	Rain Rate	ITU-R P.837-5
Link Type	Line-of-Sight	Refractivity Index	ITU-R P.453-9
Excess Path Loss	0.00 dB		

McMillan Mesa to Airport Terminal

Equipment: Cambium Networks PTP11800 with ODU-B - 1+0

Cambium Networks 4ft HP Antenna 85010089052 -
Direct @ 100 ft

Cambium Networks 4ft HP Antenna 85010089052 -
Direct @ 32 ft

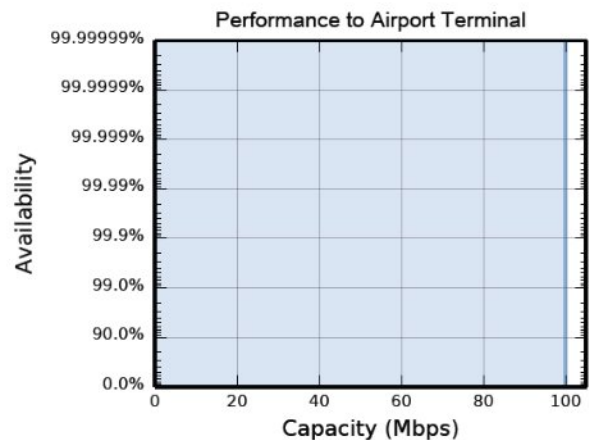
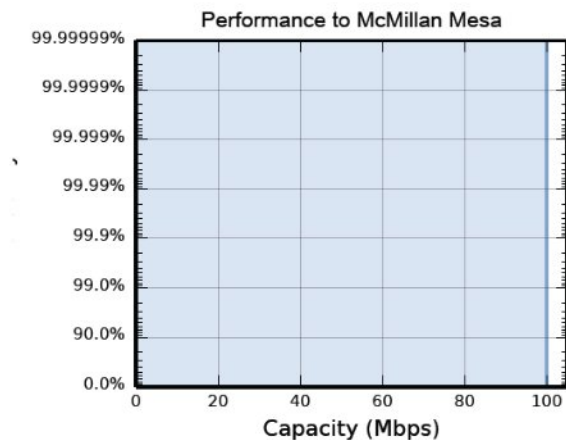


	Performance to McMillan Mesa	Performance to Airport Terminal
Mean IP	100.0 Mbps	100.0 Mbps
IP Availability	100.0000 % for 100.0 Mbps	100.0000 % for 100.0 Mbps

Link Summary

Link Summary			
Link Length	5.658 mi.	System Gain	171.09 dB
Band	11 GHz	System Gain Margin	38.39 dB
Regulation	FCC	Mean Aggregate Data Rate	200.0 Mbps
Modulation	64QAM 0.88 (135.98Mbps)	Annual Link Availability	100.0000 %
Bandwidth	30 MHz	Annual Link Unavailability	1 secs/year
Total Path Loss	132.70 dB	Prediction Model	ITU-R

Performance Charts



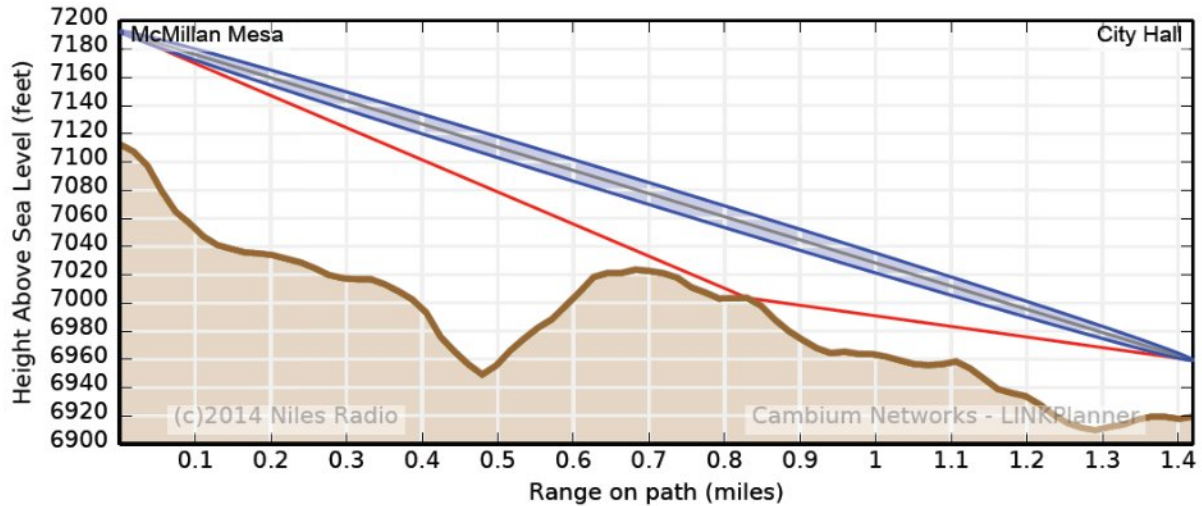
Climatic Factors, Losses and Standards			
dN/dH not exceeded for 1% of time	-250.83 N units/km	Annual 2-way Availability	100.0000 %
Area roughness 110x110km	342.56 metre	Annual 2-way Unavailability	0 secs/year
Geoclimatic factor	6.14e-05	Rain Availability	100.0000 %
Fade Occurrence Factor (P0)	3.86e-06	Rain Unavailability	1 secs/year
Path inclination	5.78 mr	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
0.01% Rain rate	30.57 mm/hr	Diffraction Loss	ITU-R P.526-10
Free Space Path Loss	132.62 dB	Propagation	ITU-R P.530-12
Gaseous Absorption Loss	0.08 dB	Rain Rate	ITU-R P.837-5
Link Type	Line-of-Sight	Refractivity Index	ITU-R P.453-9
Excess Path Loss	0.00 dB		

McMillan Mesa to City Hall

Equipment: Cambium Networks PTP18820S - 1+0

Cambium Networks 2ft Single Pol (NA & CALA Only) N180082D052 - Direct @ 80 ft

Cambium Networks 2ft Single Pol (NA & CALA Only) N180082D052 - Direct @ 40 ft

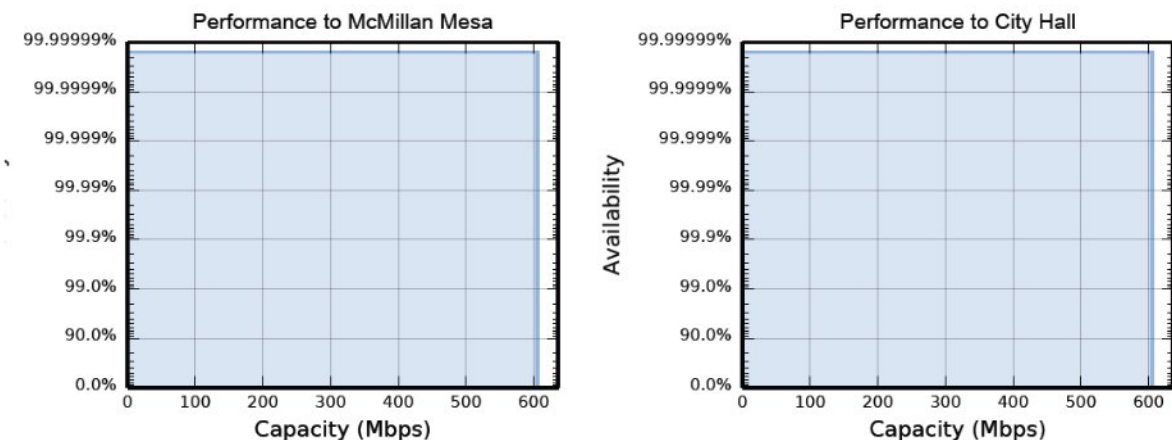


	Performance to McMillan Mesa	Performance to City Hall
Mean IP	605.3 Mbps	605.3 Mbps
IP Availability	100.0000 % for 605.0 Mbps	100.0000 % for 605.0 Mbps

Link Summary

Link Summary			
Link Length	1.420 mi.	System Gain Margin	26.56 dB
Band	18 GHz	Mean Aggregate Data Rate	1210.5 Mbps
Regulation	FCC	Annual Link Availability	100.0000 %
Modulation	8 - 1024QAM	Annual Link Unavailability	5 secs/year
Bandwidth	80 MHz	Frame Size	1518 Bytes
Total Path Loss	125.14 dB	Prediction Model	ITU-R
System Gain	151.70 dB		

Performance Charts



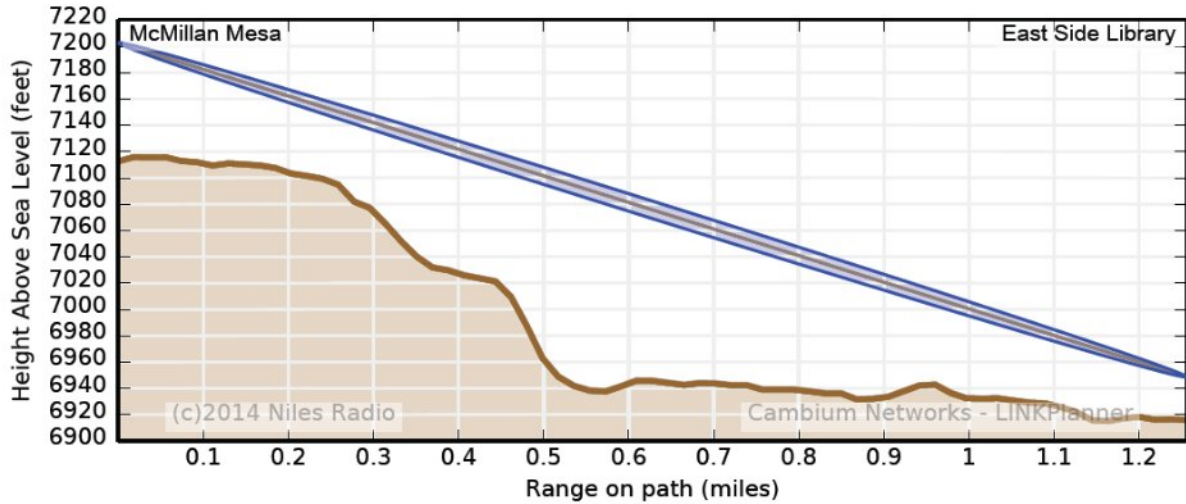
Climatic Factors, Losses and Standards			
dN/dH not exceeded for 1% of time	-250.01 N units/km	Annual 2-way Availability	100.0000 %
Area roughness 110x110km	337.28 metre	Annual 2-way Unavailability	0 secs/year
Geoclimatic factor	6.14e-05	Rain Availability	100.0000 %
Fade Occurrence Factor (P0)	1.86e-08	Rain Unavailability	5 secs/year
Path inclination	31.11 mr	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
0.01% Rain rate	30.36 mm/hr	Diffraction Loss	ITU-R P.526-10
Free Space Path Loss	125.06 dB	Propagation	ITU-R P.530-12
Gaseous Absorption Loss	0.08 dB	Rain Rate	ITU-R P.837-5
Link Type	Line-of-Sight	Refractivity Index	ITU-R P.453-9
Excess Path Loss	0.00 dB		

McMillan Mesa to East Side Library

Equipment: Cambium Networks PTP23800 with ODU-B - 1+0

Cambium Networks 1ft HP Antenna 85010089059 -
Direct @ 90 ft

Cambium Networks 1ft HP Antenna 85010089059 -
Direct @ 33 ft

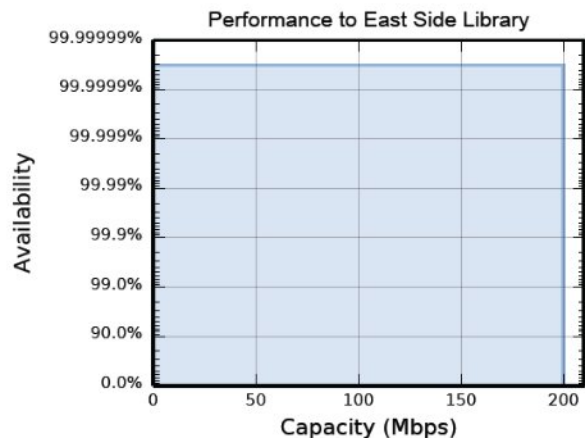
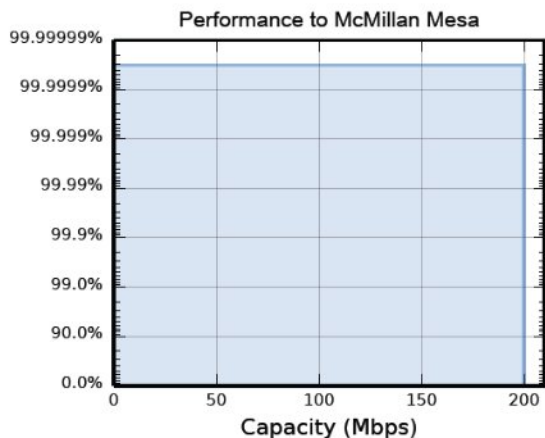


	Performance to McMillan Mesa	Performance to East Side Library
Mean IP	200.0 Mbps	200.0 Mbps
IP Availability	100.0000 % for 200.0 Mbps	100.0000 % for 200.0 Mbps

Link Summary

Link Summary			
Link Length	1.256 mi.	System Gain	153.99 dB
Band	23 GHz	System Gain Margin	28.20 dB
Regulation	FCC	Mean Aggregate Data Rate	400.0 Mbps
Modulation	256QAM 0.80 (236.61Mbps)	Annual Link Availability	100.0000 %
Bandwidth	40 MHz	Annual Link Unavailability	10 secs/year
Total Path Loss	125.79 dB	Prediction Model	ITU-R

Performance Charts



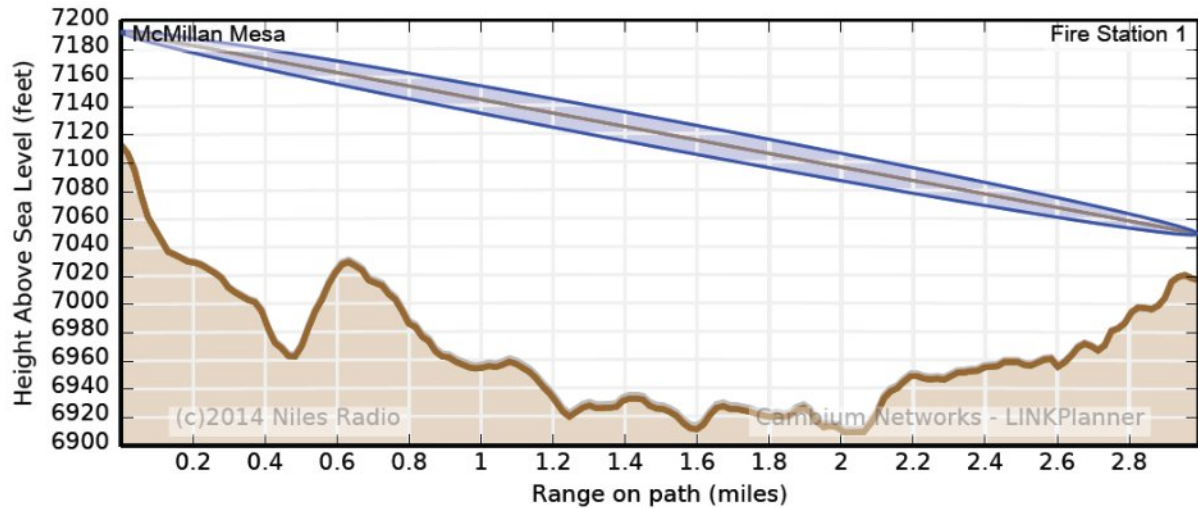
Climatic Factors, Losses and Standards			
dN/dH not exceeded for 1% of time	-249.66 N units/km	Annual 2-way Availability	100.0000 %
Area roughness 110x110km	336.09 metre	Annual 2-way Unavailability	0 secs/year
Geoclimatic factor	6.14e-05	Rain Availability	100.0000 %
Fade Occurrence Factor (P0)	1.37e-08	Rain Unavailability	10 secs/year
Path inclination	38.29 mr	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
0.01% Rain rate	30.27 mm/hr	Diffraction Loss	ITU-R P.526-10
Free Space Path Loss	125.56 dB	Propagation	ITU-R P.530-12
Gaseous Absorption Loss	0.23 dB	Rain Rate	ITU-R P.837-5
Link Type	Line-of-Sight	Refractivity Index	ITU-R P.453-9
Excess Path Loss	0.00 dB		

McMillan Mesa to Fire Station 1

Equipment: Cambium Networks PTP23800 with ODU-B - 1+0

Cambium Networks 1ft HP Antenna 85010089059 -
Direct @ 80 ft

Cambium Networks 1ft HP Antenna 85010089059 -
Direct @ 33 ft

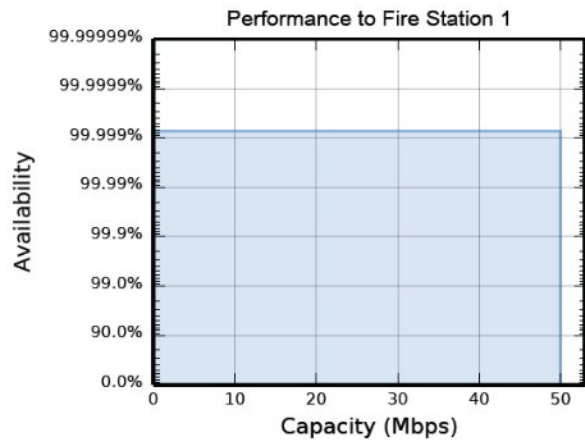
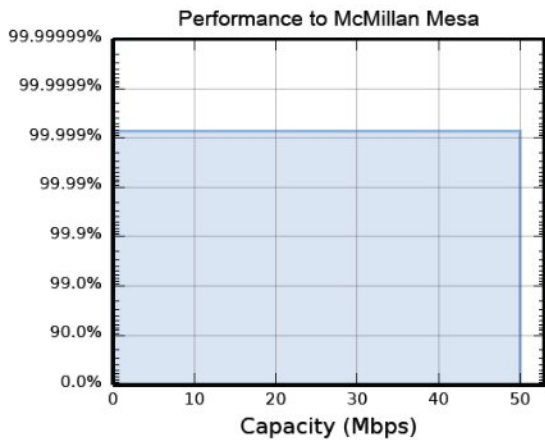


	Performance to McMillan Mesa	Performance to Fire Station 1
Mean IP	50.0 Mbps	50.0 Mbps
IP Availability	99.9993 % for 50.0 Mbps	99.9993 % for 50.0 Mbps

Link Summary

Link Summary			
Link Length	2.992 mi.	System Gain	164.20 dB
Band	23 GHz	System Gain Margin	30.56 dB
Regulation	FCC	Mean Aggregate Data Rate	100.0 Mbps
Modulation	128QAM 0.83 (50.88Mbps)	Annual Link Availability	99.9993 %
Bandwidth	10 MHz	Annual Link Unavailability	3.8 mins/year
Total Path Loss	133.64 dB	Prediction Model	ITU-R

Performance Charts



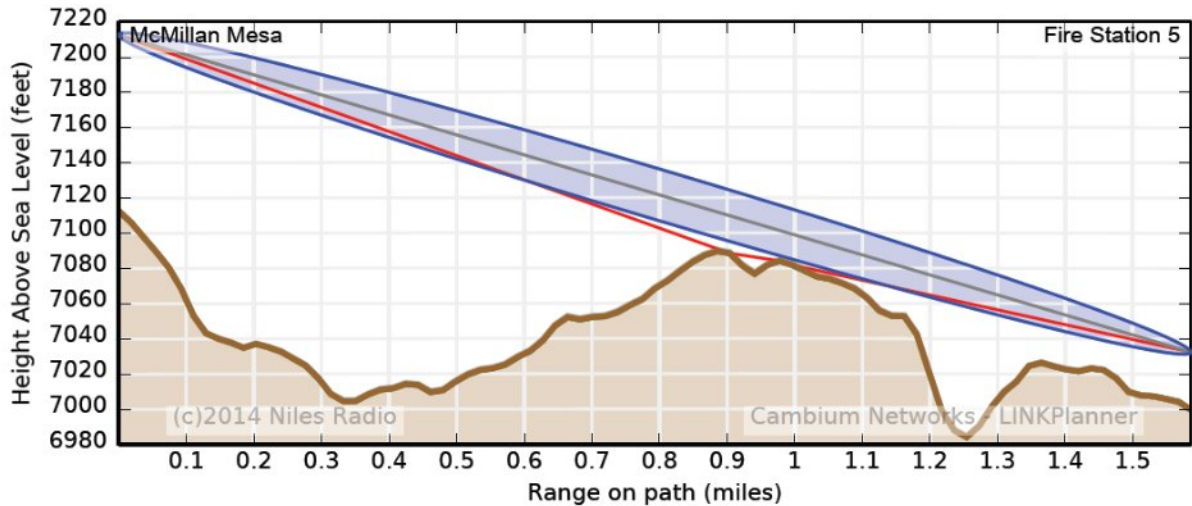
Climatic Factors, Losses and Standards			
dN/dH not exceeded for 1% of time	-250.26 N units/km	Annual 2-way Availability	100.0000 %
Area roughness 110x110km	338.28 metre	Annual 2-way Unavailability	0 secs/year
Geoclimatic factor	6.14e-05	Rain Availability	99.9993 %
Fade Occurrence Factor (P0)	7.79e-07	Rain Unavailability	3.8 mins/year
Path inclination	9.04 mr	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
0.01% Rain rate	30.42 mm/hr	Diffraction Loss	ITU-R P.526-10
Free Space Path Loss	133.11 dB	Propagation	ITU-R P.530-12
Gaseous Absorption Loss	0.54 dB	Rain Rate	ITU-R P.837-5
Link Type	Line-of-Sight	Refractivity Index	ITU-R P.453-9
Excess Path Loss	0.00 dB		

McMillan Mesa to Fire Station 5

Equipment: Cambium Networks PTP650 Full Connectorized

Cambium Networks 2ft Dual-Polar Parabolic
RDH4503 @ 100 ft

Cambium Networks 2ft Dual-Polar Parabolic
RDH4503 @ 33 ft

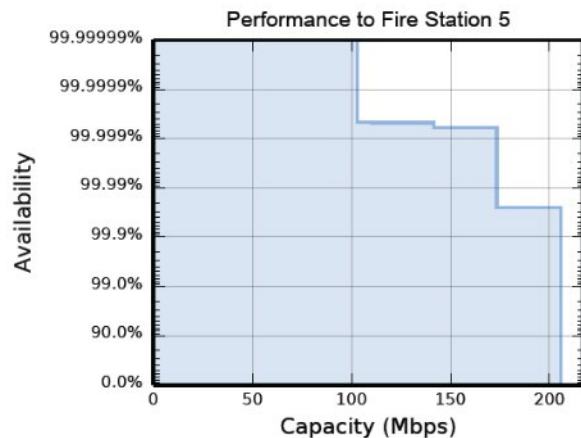
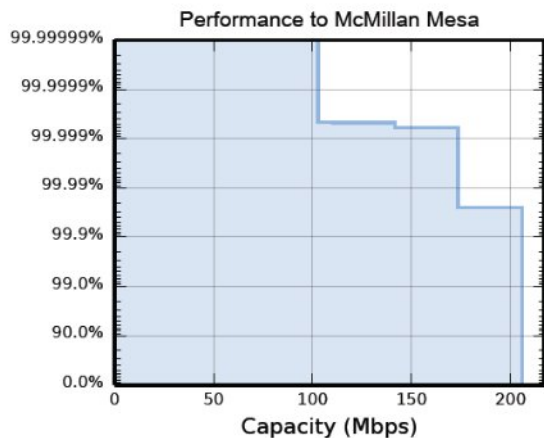


	Performance to McMillan Mesa	Performance to Fire Station 5
Mean IP	205.7 Mbps	205.7 Mbps
IP Availability	100.0000 % for 50.0 Mbps	100.0000 % for 50.0 Mbps

Link Summary

Link Summary			
Link Length	1.586 mi.	System Gain	150.86 dB
Band	5.8 GHz	System Gain Margin	35.01 dB
Regulation	United States	Mean Aggregate Data Rate	411.4 Mbps
Modulation	Adaptive	Annual Link Availability	100.0000 %
Bandwidth	40 MHz	Annual Link Unavailability	0 secs/year
Total Path Loss	115.85 dB	Prediction Model	ITU-R

Performance Charts



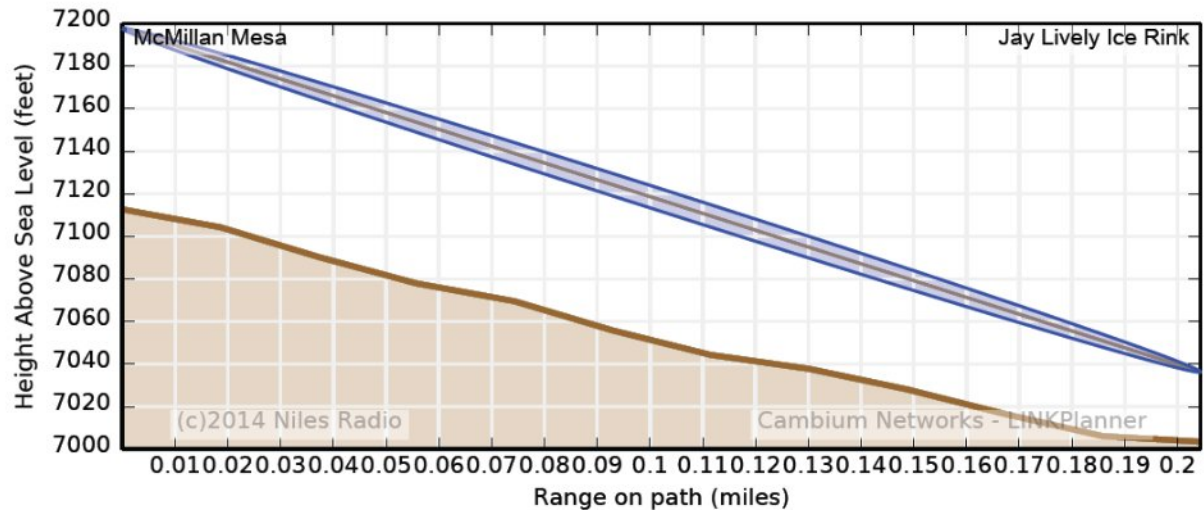
Climatic Factors, Losses and Standards			
dN/dH not exceeded for 1% of time	-249.71 N units/km	Link Type	Line-of-Sight
Area roughness 110x110km	334.73 metre	Excess Path Loss	0.00 dB
Geoclimatic factor	6.15e-05	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
Fade Occurrence Factor (P0)	1.39e-08	Diffraction Loss	ITU-R P.526-10
Path inclination	21.51 mr	Propagation	ITU-R P.530-12
0.01% Rain rate	30.28 mm/hr	Rain Rate	ITU-R P.837-5
Free Space Path Loss	115.84 dB	Refractivity Index	ITU-R P.453-9
Gaseous Absorption Loss	0.01 dB		

McMillan Mesa to Jay Lively Ice Rink

Equipment: Cambium Networks PTP650 Full Integrated

Cambium Networks Integrated Dual Polar Antenna
@ 85 ft

Cambium Networks Integrated Dual Polar Antenna
@ 33 ft

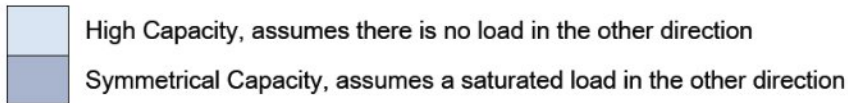
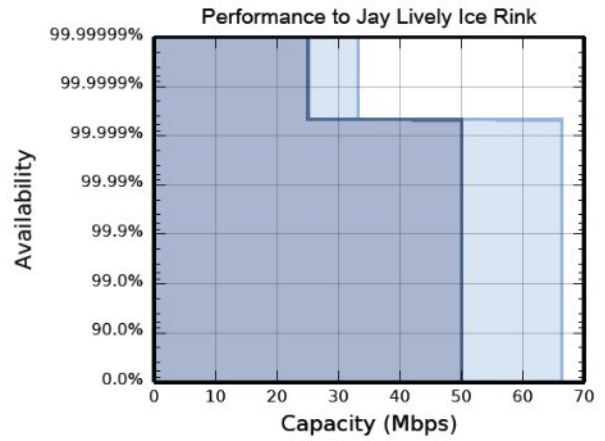
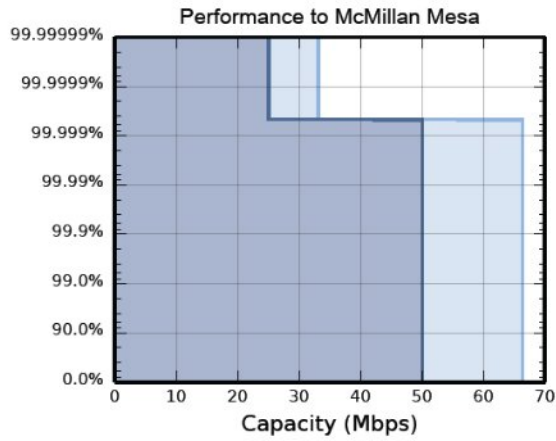


	Performance to McMillan Mesa	Performance to Jay Lively Ice Rink
Mean IP	50.1 Mbps	50.1 Mbps
IP Availability	99.9995 % for 50.0 Mbps	99.9995 % for 50.0 Mbps

Link Summary

Link Summary			
Link Length	0.204 mi.	System Gain	139.92 dB
Band	5.8 GHz	System Gain Margin	41.88 dB
Regulation	United States	Mean Aggregate Data Rate	100.2 Mbps
Modulation	Adaptive	Annual Link Availability	100.0000 %
Bandwidth	10 MHz	Annual Link Unavailability	0 secs/year
Total Path Loss	98.04 dB	Prediction Model	ITU-R

Performance Charts



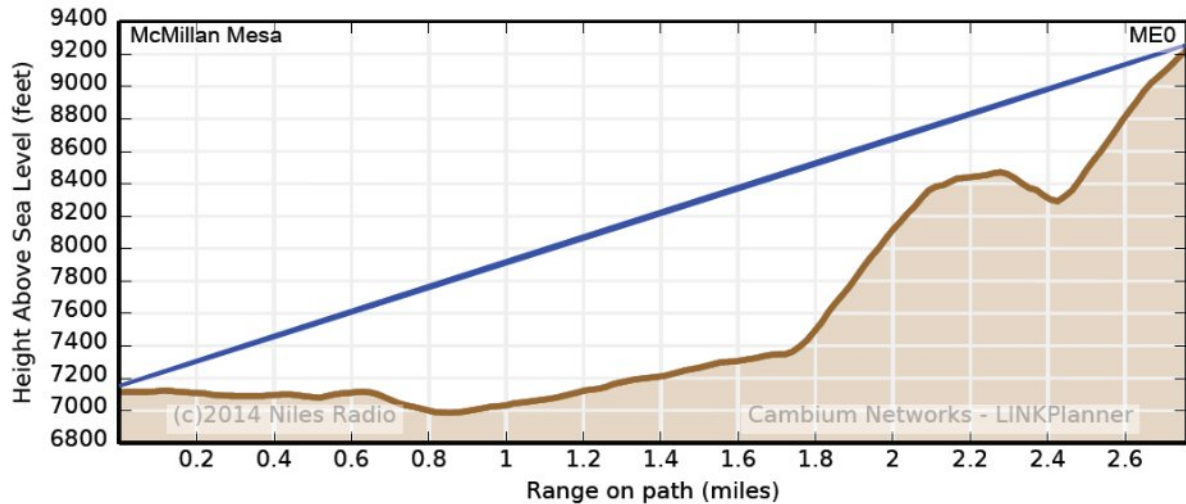
Climatic Factors, Losses and Standards			
dN/dH not exceeded for 1% of time	-249.79 N units/km	Link Type	Line-of-Sight
Area roughness 110x110km	336.06 metre	Excess Path Loss	0.00 dB
Geoclimatic factor	6.14e-05	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
Fade Occurrence Factor (P0)	3.11e-12	Diffraction Loss	ITU-R P.526-10
Path inclination	149.57 mr	Propagation	ITU-R P.530-12
0.01% Rain rate	30.30 mm/hr	Rain Rate	ITU-R P.837-5
Free Space Path Loss	98.04 dB	Refractivity Index	ITU-R P.453-9
Gaseous Absorption Loss	0.00 dB		

McMillan Mesa to Mt Eldon

Equipment: Cambium Networks PTP18820S - 1+0

Cambium Networks 4ft Single Pol (NA & CALA Only) N180082D054 - Direct @ 40 ft

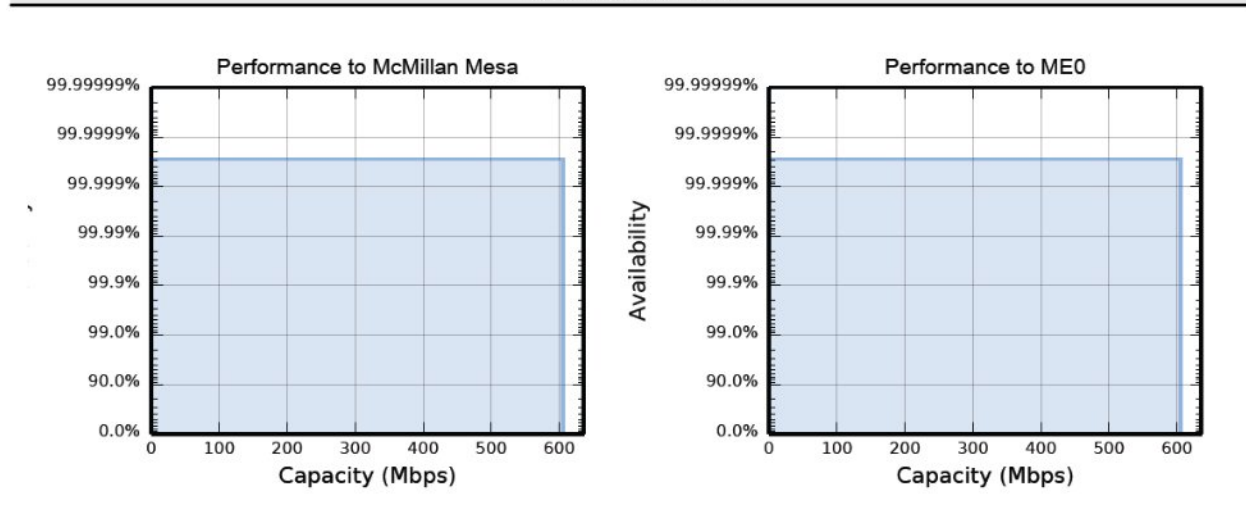
Cambium Networks 4ft Single Pol (NA & CALA Only) N180082D054 - Direct @ 33 ft



	Performance to McMillan Mesa	Performance to ME0
Mean IP	605.3 Mbps	605.3 Mbps
IP Availability	99.9997 % for 605.0 Mbps	99.9997 % for 605.0 Mbps

Link Summary

Link Summary			
Link Length	2.759 mi.	System Gain Margin	27.54 dB
Band	18 GHz	Mean Aggregate Data Rate	1210.5 Mbps
Regulation	FCC	Annual Link Availability	99.9997 %
Modulation	8 - 1024QAM	Annual Link Unavailability	1.5 mins/year
Bandwidth	80 MHz	Frame Size	1518 Bytes
Total Path Loss	130.96 dB	Prediction Model	ITU-R
System Gain	158.50 dB		



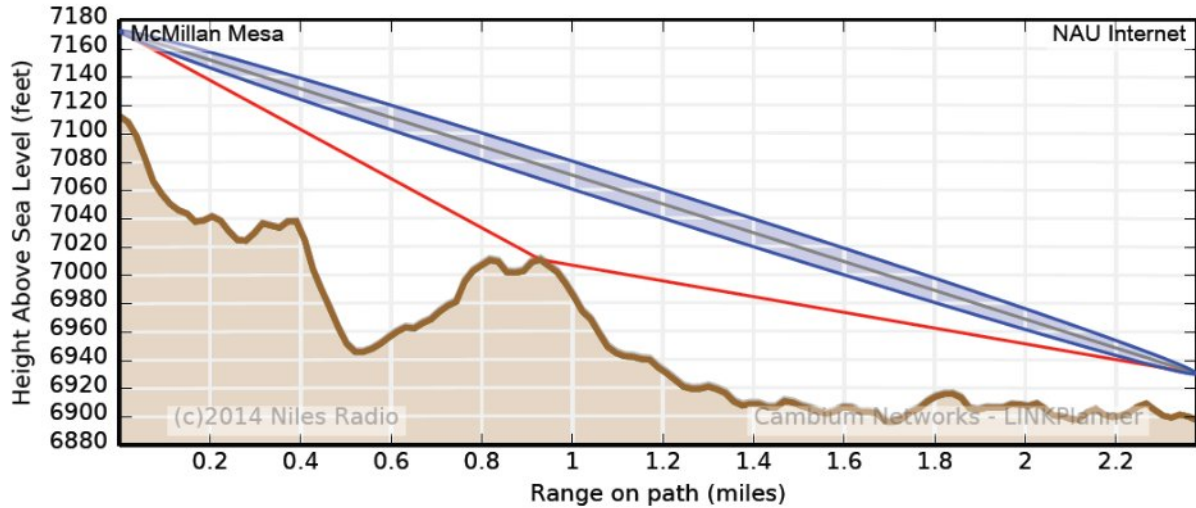
Climatic Factors, Losses and Standards			
dN/dH not exceeded for 1% of time	-249.35 N units/km	Annual 2-way Availability	100.0000 %
Area roughness 110x110km	334.28 metre	Annual 2-way Unavailability	0 secs/year
Geoclimatic factor	6.14e-05	Rain Availability	99.9997 %
Fade Occurrence Factor (P0)	3.22e-08	Rain Unavailability	1.5 mins/year
Path inclination	144.46 mr	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
0.01% Rain rate	30.18 mm/hr	Diffraction Loss	ITU-R P.526-10
Free Space Path Loss	130.83 dB	Propagation	ITU-R P.530-12
Gaseous Absorption Loss	0.13 dB	Rain Rate	ITU-R P.837-5
Link Type	Line-of-Sight	Refractivity Index	ITU-R P.453-9
Excess Path Loss	0.00 dB		

McMillan Mesa to NAU Internet

Equipment: Cambium Networks PTP18800 with ODU-B - 1+0

Cambium Networks 1ft HP Antenna 85010089057 -
Direct @ 60 ft

Cambium Networks 1ft HP Antenna 85010089057 -
Direct @ 33 ft

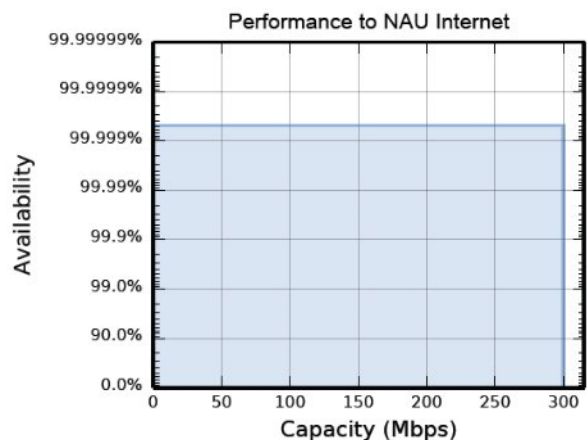
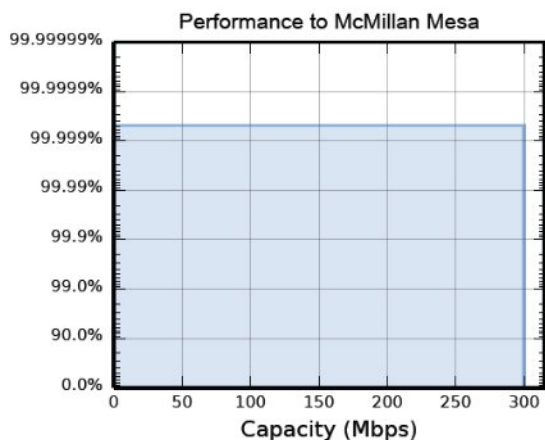


	Performance to McMillan Mesa	Performance to NAU Internet
Mean IP	300.0 Mbps	300.0 Mbps
IP Availability	99.9995 % for 300.0 Mbps	99.9995 % for 300.0 Mbps

Link Summary

Link Summary			
Link Length	2.378 mi.	System Gain	150.98 dB
Band	18 GHz	System Gain Margin	21.31 dB
Regulation	FCC	Mean Aggregate Data Rate	600.0 Mbps
Modulation	256QAM 0.83 (302.16Mbps)	Annual Link Availability	99.9995 %
Bandwidth	50 MHz	Annual Link Unavailability	2.6 mins/year
Total Path Loss	129.68 dB	Prediction Model	ITU-R

Performance Charts



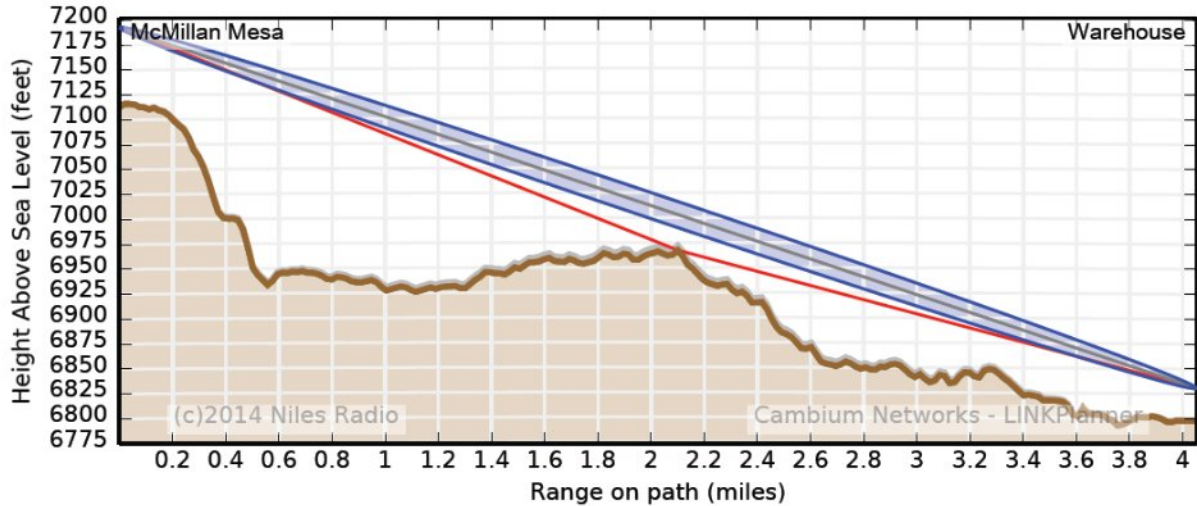
Climatic Factors, Losses and Standards			
dN/dH not exceeded for 1% of time	-250.20 N units/km	Annual 2-way Availability	100.0000 %
Area roughness 110x110km	338.47 metre	Annual 2-way Unavailability	0 secs/year
Geoclimatic factor	6.14e-05	Rain Availability	99.9995 %
Fade Occurrence Factor (P0)	1.54e-07	Rain Unavailability	2.6 mins/year
Path inclination	19.28 mr	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
0.01% Rain rate	30.41 mm/hr	Diffraction Loss	ITU-R P.526-10
Free Space Path Loss	129.54 dB	Propagation	ITU-R P.530-12
Gaseous Absorption Loss	0.13 dB	Rain Rate	ITU-R P.837-5
Link Type	Line-of-Sight	Refractivity Index	ITU-R P.453-9
Excess Path Loss	0.00 dB		

McMillan Mesa to Warehouse

Equipment: Cambium Networks PTP18800 with ODU-B - 1+0

Cambium Networks 2ft HP Antenna 85010089042 -
Direct @ 80 ft

Cambium Networks 2ft HP Antenna 85010089042 -
Direct @ 33 ft

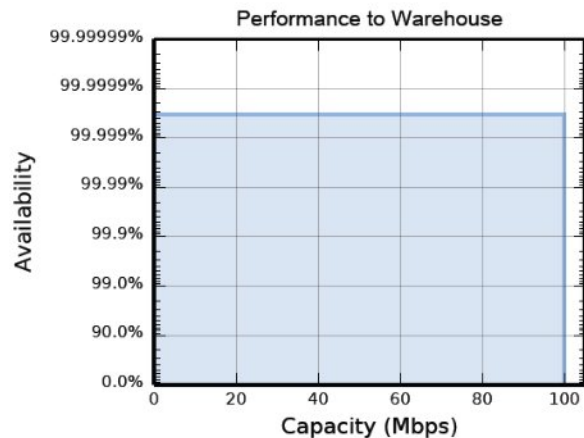
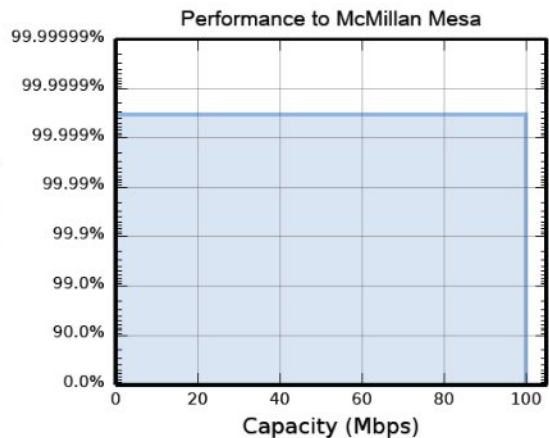


	Performance to McMillan Mesa	Performance to Warehouse
Mean IP	100.0 Mbps	100.0 Mbps
IP Availability	99.9997 % for 100.0 Mbps	99.9997 % for 100.0 Mbps

Link Summary

Link Summary			
Link Length	4.052 mi.	System Gain	170.29 dB
Band	18 GHz	System Gain Margin	35.89 dB
Regulation	FCC	Mean Aggregate Data Rate	200.0 Mbps
Modulation	64QAM 0.88 (135.98Mbps)	Annual Link Availability	99.9997 %
Bandwidth	30 MHz	Annual Link Unavailability	1.8 mins/year
Total Path Loss	134.40 dB	Prediction Model	ITU-R

Performance Charts



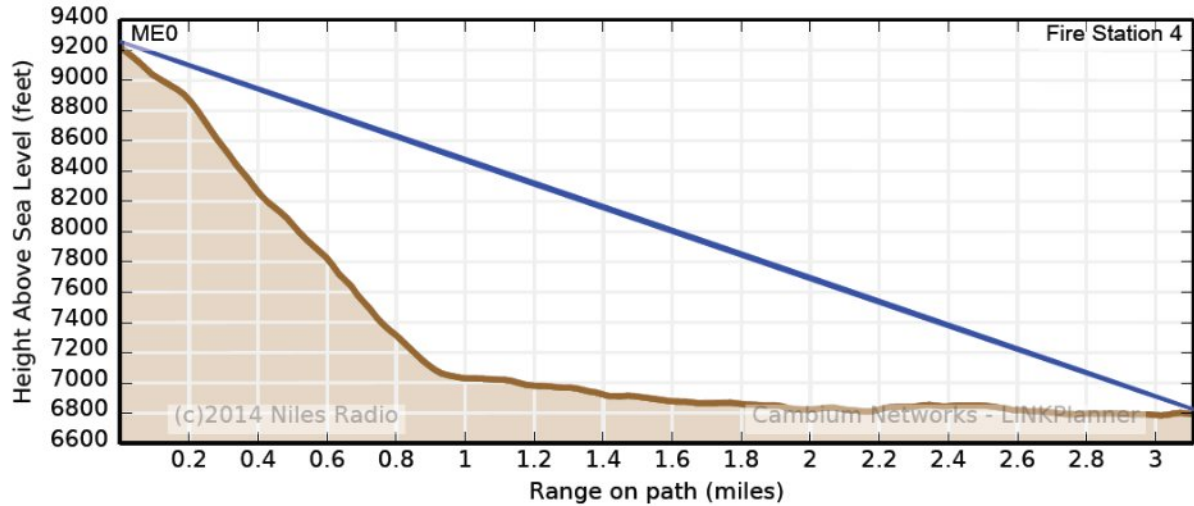
Climatic Factors, Losses and Standards			
dN/dH not exceeded for 1% of time	-249.39 N units/km	Annual 2-way Availability	100.0000 %
Area roughness 110x110km	335.79 metre	Annual 2-way Unavailability	0 secs/year
Geoclimatic factor	6.13e-05	Rain Availability	99.9997 %
Fade Occurrence Factor (P0)	1.01e-06	Rain Unavailability	1.8 mins/year
Path inclination	16.92 mr	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
0.01% Rain rate	30.19 mm/hr	Diffraction Loss	ITU-R P.526-10
Free Space Path Loss	134.17 dB	Propagation	ITU-R P.530-12
Gaseous Absorption Loss	0.23 dB	Rain Rate	ITU-R P.837-5
Link Type	Line-of-Sight	Refractivity Index	ITU-R P.453-9
Excess Path Loss	0.00 dB		

Mt Eldon to Fire Station 4

Equipment: Cambium Networks PTP23800 with ODU-B - 1+0

Cambium Networks 1ft HP Antenna 85010089059 -
Direct @ 33 ft

Cambium Networks 1ft HP Antenna 85010089059 -
Direct @ 33 ft

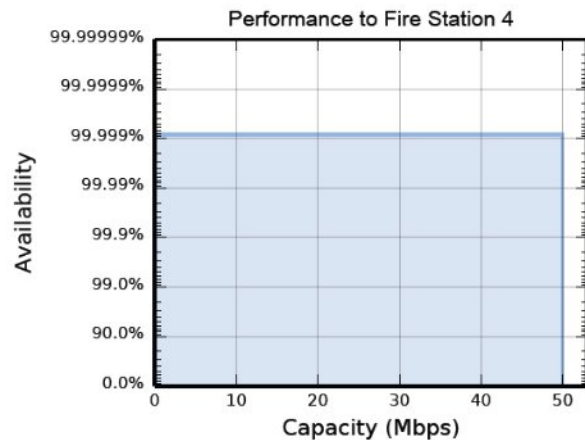
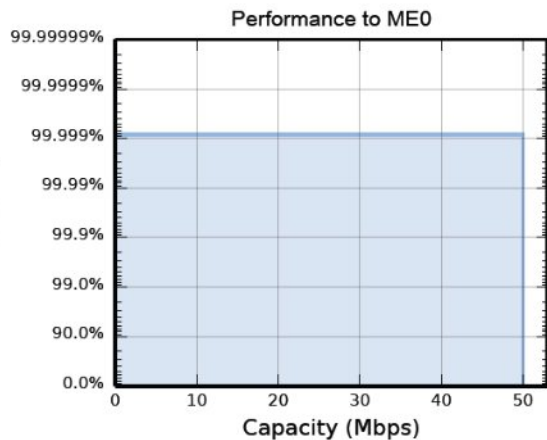


	Performance to ME0	Performance to Fire Station 4
Mean IP	50.0 Mbps	50.0 Mbps
IP Availability	99.9992 % for 50.0 Mbps	99.9992 % for 50.0 Mbps

Link Summary

Link Summary			
Link Length	3.110 mi.	System Gain	164.20 dB
Band	23 GHz	System Gain Margin	30.26 dB
Regulation	FCC	Mean Aggregate Data Rate	100.0 Mbps
Modulation	128QAM 0.83 (50.88Mbps)	Annual Link Availability	99.9992 %
Bandwidth	10 MHz	Annual Link Unavailability	4.3 mins/year
Total Path Loss	133.94 dB	Prediction Model	ITU-R

Performance Charts



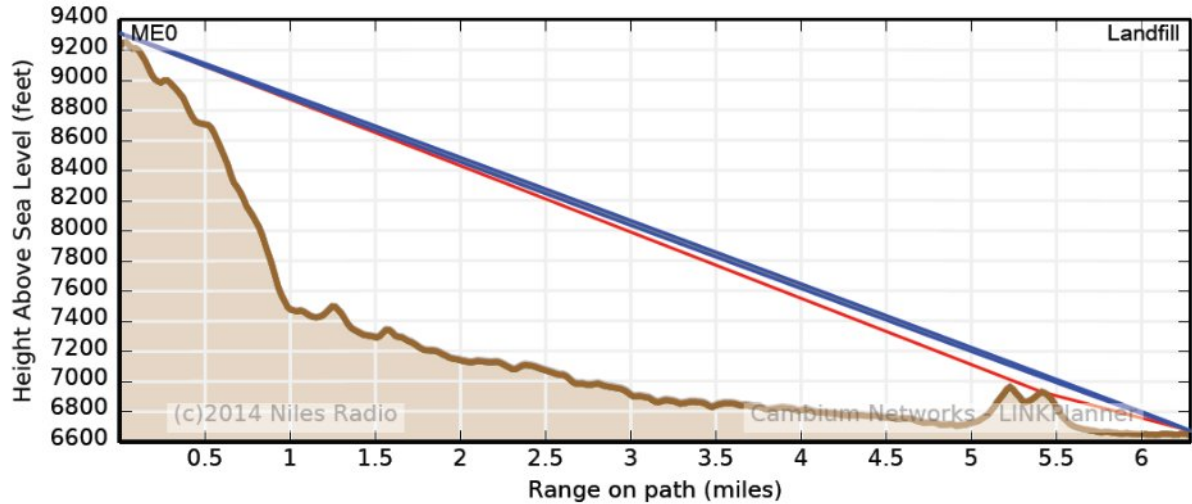
Climatic Factors, Losses and Standards			
dN/dH not exceeded for 1% of time	-249.45 N units/km	Annual 2-way Availability	100.0000 %
Area roughness 110x110km	336.40 metre	Annual 2-way Unavailability	0 secs/year
Geoclimatic factor	6.12e-05	Rain Availability	99.9992 %
Fade Occurrence Factor (P0)	7.33e-08	Rain Unavailability	4.3 mins/year
Path inclination	148.13 mr	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
0.01% Rain rate	30.21 mm/hr	Diffraction Loss	ITU-R P.526-10
Free Space Path Loss	133.44 dB	Propagation	ITU-R P.530-12
Gaseous Absorption Loss	0.50 dB	Rain Rate	ITU-R P.837-5
Link Type	Line-of-Sight	Refractivity Index	ITU-R P.453-9
Excess Path Loss	0.00 dB		

Mt Eldon to Cinder Lakes Landfill

Equipment: Cambium Networks PTP18800 with ODU-B - 1+0

Cambium Networks 2ft HP Antenna 85010089042 -
Direct @ 90 ft

Cambium Networks 2ft HP Antenna 85010089042 -
Direct @ 30 ft

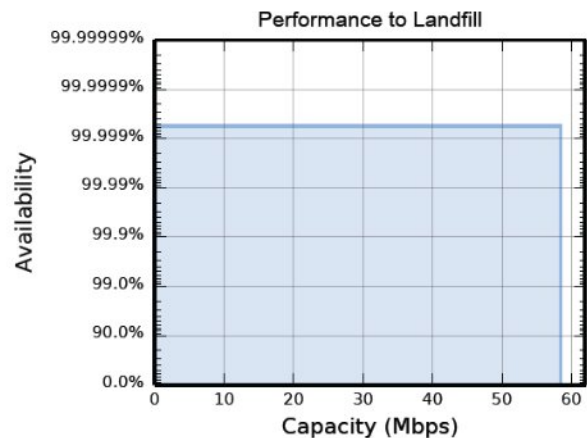
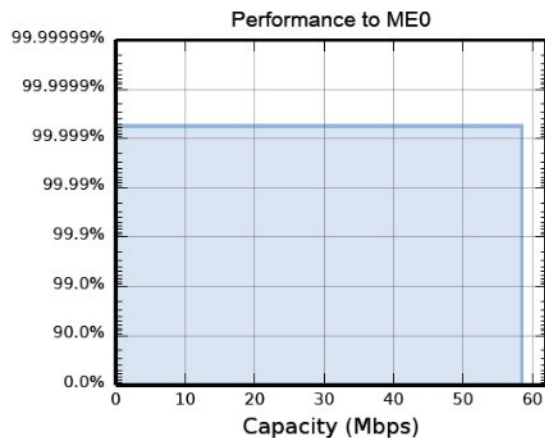


	Performance to ME0	Performance to Landfill
Mean IP	58.5 Mbps	58.5 Mbps
IP Availability	99.9994 % for 50.0 Mbps	99.9994 % for 50.0 Mbps

Link Summary

Link Summary			
Link Length	6.288 mi.	System Gain	181.36 dB
Band	18 GHz	System Gain Margin	43.06 dB
Regulation	FCC	Mean Aggregate Data Rate	117.0 Mbps
Modulation	16QAM 0.91 (58.49Mbps)	Annual Link Availability	99.9994 %
Bandwidth	20 MHz	Annual Link Unavailability	2.9 mins/year
Total Path Loss	138.29 dB	Prediction Model	ITU-R

Performance Charts



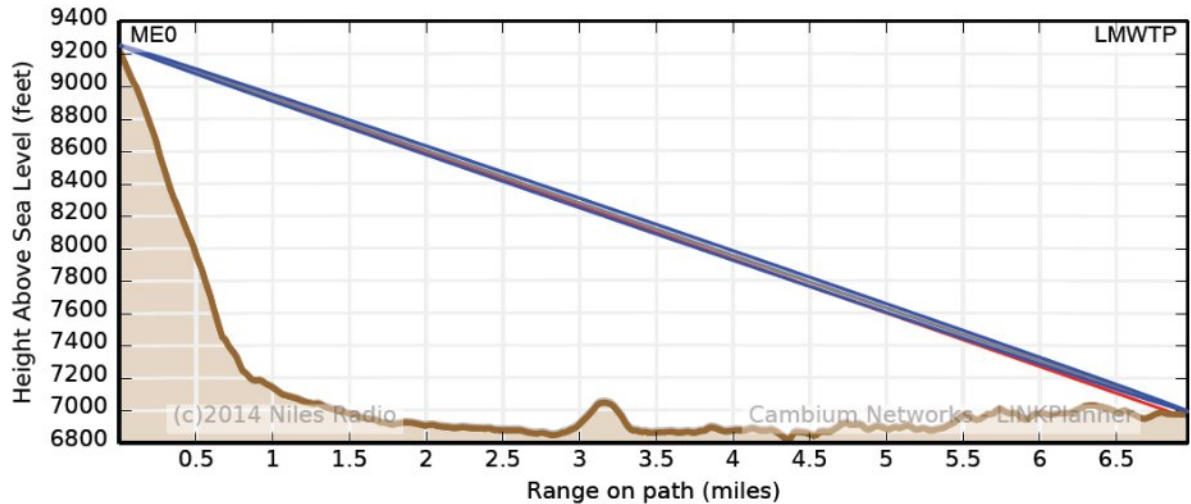
Climatic Factors, Losses and Standards			
dN/dH not exceeded for 1% of time	-248.07 N units/km	Annual 2-way Availability	100.0000 %
Area roughness 110x110km	330.62 metre	Annual 2-way Unavailability	0 secs/year
Geoclimatic factor	6.11e-05	Rain Availability	99.9994 %
Fade Occurrence Factor (P0)	1.05e-06	Rain Unavailability	2.9 mins/year
Path inclination	79.53 mr	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
0.01% Rain rate	29.78 mm/hr	Diffraction Loss	ITU-R P.526-10
Free Space Path Loss	137.99 dB	Propagation	ITU-R P.530-12
Gaseous Absorption Loss	0.31 dB	Rain Rate	ITU-R P.837-5
Link Type	Line-of-Sight	Refractivity Index	ITU-R P.453-9
Excess Path Loss	0.00 dB		

Mt Eldon to Lake Mary Water Treatment Plant

Equipment: Cambium Networks PTPL6800 with ODU-A - 1+0

Cambium Networks 6ft HP Antenna 85010092021 -
Remote @ 33 ft

Cambium Networks 6ft HP Antenna 85010092021 -
Remote @ 18 ft

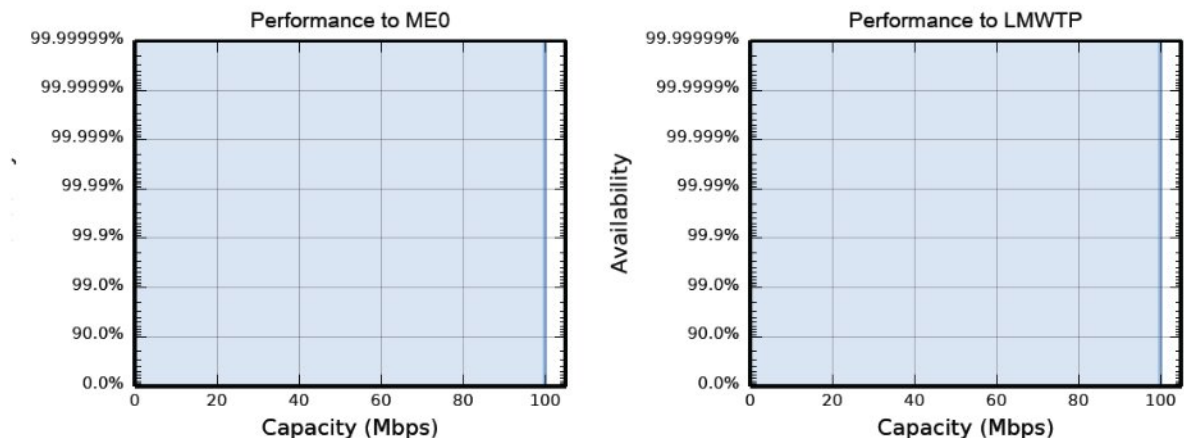


	Performance to ME0	Performance to LMWTP
Mean IP	100.0 Mbps	100.0 Mbps
IP Availability	100.0000 % for 100.0 Mbps	100.0000 % for 100.0 Mbps

Link Summary

Link Summary			
Link Length	6.965 mi.	System Gain	161.81 dB
Band	Lower 6 GHz	System Gain Margin	32.50 dB
Regulation	FCC	Mean Aggregate Data Rate	200.0 Mbps
Modulation	256QAM 0.80 (177.47Mbps)	Annual Link Availability	100.0000 %
Bandwidth	30 MHz	Annual Link Unavailability	0 secs/year
Total Path Loss	129.31 dB	Prediction Model	ITU-R

Performance Charts



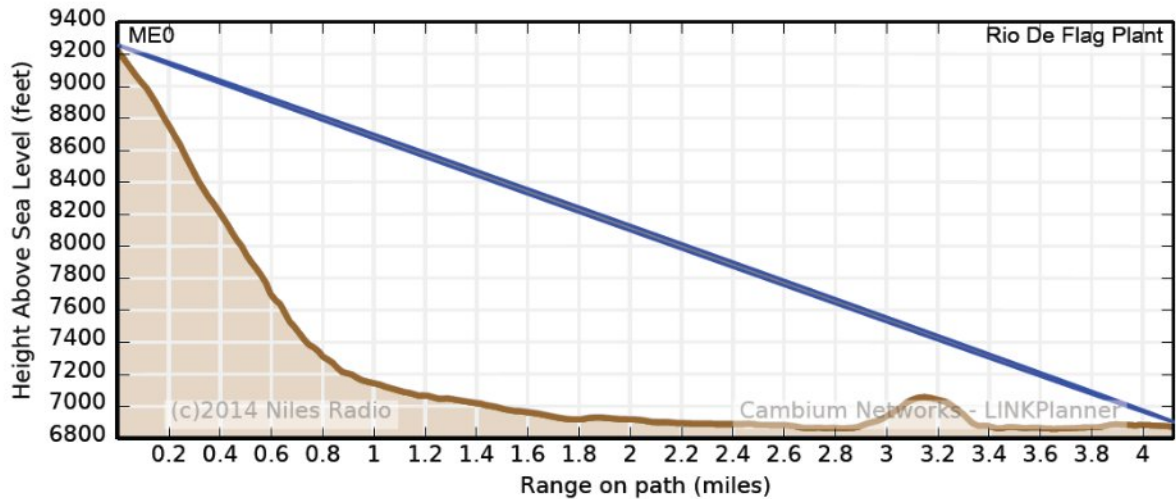
Climatic Factors, Losses and Standards			
dN/dH not exceeded for 1% of time	-250.15 N units/km	Annual 2-way Availability	100.0000 %
Area roughness 110x110km	339.75 metre	Annual 2-way Unavailability	0 secs/year
Geoclimatic factor	6.13e-05	Rain Availability	100.0000 %
Fade Occurrence Factor (P0)	6.15e-07	Rain Unavailability	0 secs/year
Path inclination	61.50 mr	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
0.01% Rain rate	30.40 mm/hr	Diffraction Loss	ITU-R P.526-10
Free Space Path Loss	129.25 dB	Propagation	ITU-R P.530-12
Gaseous Absorption Loss	0.06 dB	Rain Rate	ITU-R P.837-5
Link Type	Line-of-Sight	Refractivity Index	ITU-R P.453-9
Excess Path Loss	0.00 dB		

Mt Eldon to Rio de Flag Plant

Equipment: Cambium Networks PTP11800 with ODU-B - 1+0

Cambium Networks 4ft HP Antenna 85010089052 -
Direct @ 33 ft

Cambium Networks 4ft HP Antenna 85010089052 -
Direct @ 33 ft

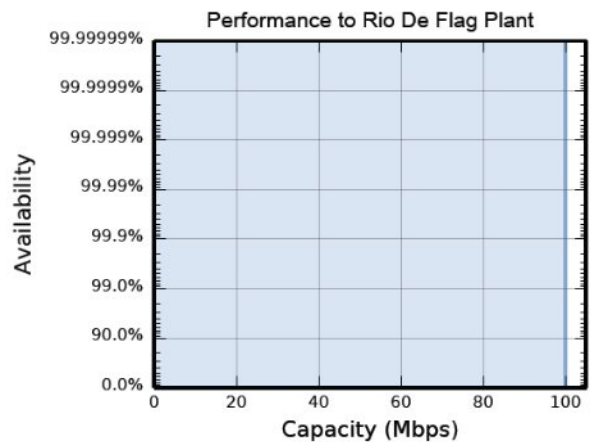
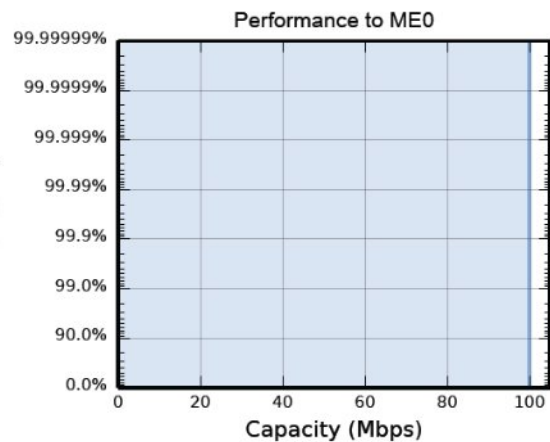


	Performance to ME0	Performance to Rio De Flag Plant
Mean IP	100.0 Mbps	100.0 Mbps
IP Availability	100.0000 % for 100.0 Mbps	100.0000 % for 100.0 Mbps

Link Summary

Link Summary			
Link Length	4.120 mi.	System Gain	168.09 dB
Band	11 GHz	System Gain Margin	38.17 dB
Regulation	FCC	Mean Aggregate Data Rate	200.0 Mbps
Modulation	64QAM 0.88 (135.98Mbps)	Annual Link Availability	100.0000 %
Bandwidth	30 MHz	Annual Link Unavailability	0 secs/year
Total Path Loss	129.92 dB	Prediction Model	ITU-R

Performance Charts



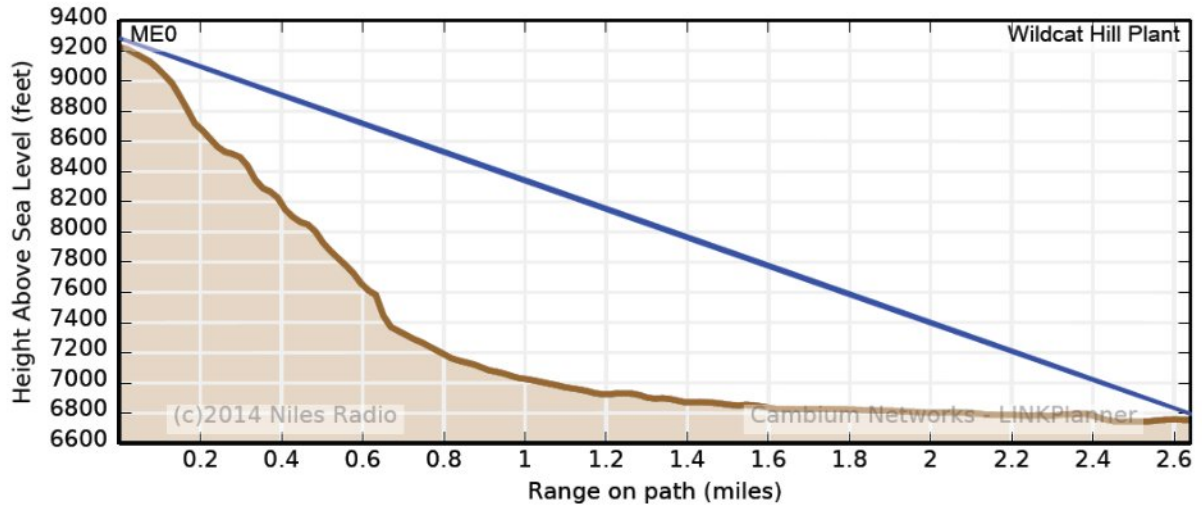
Climatic Factors, Losses and Standards			
dN/dH not exceeded for 1% of time	-249.65 N units/km	Annual 2-way Availability	100.0000 %
Area roughness 110x110km	336.64 metre	Annual 2-way Unavailability	0 secs/year
Geoclimatic factor	6.13e-05	Rain Availability	100.0000 %
Fade Occurrence Factor (P0)	1.02e-07	Rain Unavailability	0 secs/year
Path inclination	108.24 mr	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
0.01% Rain rate	30.26 mm/hr	Diffraction Loss	ITU-R P.526-10
Free Space Path Loss	129.86 dB	Propagation	ITU-R P.530-12
Gaseous Absorption Loss	0.05 dB	Rain Rate	ITU-R P.837-5
Link Type	Line-of-Sight	Refractivity Index	ITU-R P.453-9
Excess Path Loss	0.00 dB		

Mt Eldon to Wildcat Hill Plant

Equipment: Cambium Networks PTP23800 with ODU-B - 1+0

Cambium Networks 1ft HP Antenna 85010089059 -
Direct @ 60 ft

Cambium Networks 1ft HP Antenna 85010089059 -
Direct @ 40 ft

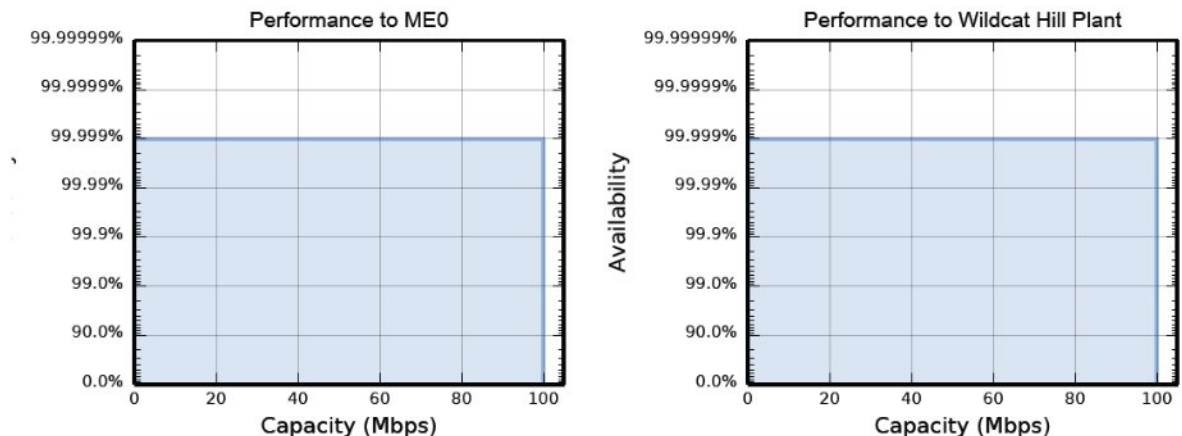


	Performance to ME0	Performance to Wildcat Hill Plant
Mean IP	100.0 Mbps	100.0 Mbps
IP Availability	99.9990 % for 100.0 Mbps	99.9990 % for 100.0 Mbps

Link Summary

Link Summary			
Link Length	2.641 mi.	System Gain	157.22 dB
Band	23 GHz	System Gain Margin	24.78 dB
Regulation	FCC	Mean Aggregate Data Rate	200.0 Mbps
Modulation	256QAM 0.77 (114.4Mbps)	Annual Link Availability	99.9990 %
Bandwidth	20 MHz	Annual Link Unavailability	5.4 mins/year
Total Path Loss	132.45 dB	Prediction Model	ITU-R

Performance Charts



Climatic Factors, Losses and Standards			
dN/dH not exceeded for 1% of time	-248.99 N units/km	Annual 2-way Availability	100.0000 %
Area roughness 110x110km	334.47 metre	Annual 2-way Unavailability	0 secs/year
Geoclimatic factor	6.12e-05	Rain Availability	99.9990 %
Fade Occurrence Factor (P0)	3.69e-08	Rain Unavailability	5.4 mins/year
Path inclination	178.52 mr	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
0.01% Rain rate	30.07 mm/hr	Diffraction Loss	ITU-R P.526-10
Free Space Path Loss	132.02 dB	Propagation	ITU-R P.530-12
Gaseous Absorption Loss	0.43 dB	Rain Rate	ITU-R P.837-5
Link Type	Line-of-Sight	Refractivity Index	ITU-R P.453-9
Excess Path Loss	0.00 dB		

Appendices

Appendix A: Additional Budget Details

Item	Budgetary	Notes
Macmillan Mesa to Adult Center	\$18,866.00	23G1
Airport Terminal to Airport Fire Department	\$18,866.00	23G1
Aquaplex to East Side Library	\$18,866.00	23G1
Aquaplex to Flagstaff Recreation Center	\$15,915.00	650INT
Aquaplex to Flagstaff Housing Authority	\$18,866.00	23G1
City Hall to Coconino County Offices	\$18,866.00	38G1
City Hall to Mt. Elden MEO	\$0.00	23G2 EXISTING
Law Enforcement Administration Facility to DH2	\$0.00	EXITSING
Law Enforcement Administration Facility to Fire Station 2	\$18,866.00	23G1
Leaf to MEO	\$0.00	EXISTING
Lake Mary Water Treatment Plant to Fire Station 6	\$18,866.00	23G1
MacMillan Mesa to Airport Terminal	\$22,506.00	23G4
MacMillan Mesa to City Hall	\$24,500.00	18S2*
MacMillan Mesa to East Side Library	\$18,866.00	23G1
MacMillan Mesa to Fire Station 1	\$18,866.00	23G1
MacMillan Mesa to Fire Station 5	\$19,500.00	650G2*
MacMillan Mesa to Jay Lively Arena	\$15,915.00	650INT
MacMillan Mesa to MEO	\$27,500.00	18S4*
MacMillan Mesa to NAU Internet Direct Feed	\$18,866.00	18G1
MacMillan Mesa to Warehouse	\$22,866.00	18G2*
MEO to Fire Station 4	\$18,866.00	23G1
MEO to Landfill	\$0.00	EXISTING
MEO to Lake Mary Water Treatment Plant	\$0.00	EXISTING
MEO to Rio de Flag Plant	\$0.00	FUNDED
MEO to Wildcat Hill Plant	\$0.00	EXISTING
Business Accelerator	\$0.00	FUNDED
Aquaplex Antenna Mounting Structure ESTIMATED	\$12,000.00	**
MacMillan Mesa Equipment Cabinet	\$4,800.00	
MacMillan Mesa Tower Design/Permits/Engineering	\$2,800.00	
MacMillan Mesa 100' 4 Leg Self Supporting Tower	\$42,550.00	
MacMillan Mesa Tower Foundation materials	\$6,900.00	
MacMillan Mesa Site Excavation and Concrete Placement	\$10,400.00	
MacMillan Mesa Tower Erection	\$8,640.00	
Tower Materials Freight and Delivery Charges	\$4,500.00	
Radio and Cabinet Freight and Delivery Charges	\$2,765.00	
Project Engineering / Path Analysis	\$8,200.00	
Installation and Configuration Labor	\$58,800.00	
Frequency Coordination and Licensing Services and Fees	\$28,800.00	
Anticipated Expenses	\$547,383.00	

Niles Radio Recommended Budgetary Funds	<u>\$650,000.00</u>
Reserve Funding	\$102,617.00

CITY OF FLAGSTAFF
STANDARD TERMS AND CONDITIONS

IN GENERAL

1. **NOTICE TO PROCEED:** Contractor shall not commence performance until after City has issued a Notice to Proceed.
2. **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.
3. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.
4. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, this Contract is non-exclusive and the City reserves the right to contract with others for materials or services.
5. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

6. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.
7. **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.
8. **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.
9. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to City upon City's acceptance of the materials.
10. **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.

11. **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.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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

17. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number, and dates when goods were shipped or work performed. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.
18. **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.
19. **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.

- 20. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
- 21. **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.
- 22. **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.
- 23. **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.
- 24. **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

- 25. **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.
- 26. **CONTROL:** Contractor shall be responsible for the control of the work.
- 27. **WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.
- 28. **SAFEGUARDING PROPERTY:** Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.
- 29. **QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.
- 30. **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.
- 31. **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

- 32. **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.
- 33. **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.
- 34. **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.
- 35. **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

- 36. **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.
- 37. **INSURANCE:** Contractor shall maintain all insurance coverage required by the City, including public liability and worker's compensation.
- 38. **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 shall survive termination or expiration of the Contract.

CONTRACT CHANGES

39. **PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
40. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the parties.
41. **AMENDMENTS:** This Contract may be amended by written agreement of the parties.
42. **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.
43. **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.
44. **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.
45. **BINDING EFFECT:** This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

46. **SUBCONTRACTING:** Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.
47. **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.
48. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Contract.
49. **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 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

- 50. 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.
- 51. 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.
- 52. CONTRACTOR REMEDIES:** In the event of City's default, Contractor may pursue all remedies available at law, except as provided for herein.
- 53. SPECIAL DAMAGES:** In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- 54. 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.
- 55. 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.
- 56. TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy

law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate 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.

- 57. **PAYMENT UPON TERMINATION:** Upon termination of this Contract, City will pay Contractor for satisfactory performance up until the effective date of termination. City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.
- 58. **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.
- 59. **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

- 60. **ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with City, without the prior written consent of the City.
- 61. **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.
- 62. **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.
- 63. **GOVERNING LAW:** This Contract shall be construed in accordance with the laws of Arizona.
- 64. **FORUM:** In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
- 65. **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.

City of Flagstaff 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

e. Professional Liability \$2,000,000

4. Self-Insured Retention. Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers. Contractor shall be solely responsible for any self-insured retention amounts. City at its option may require Contractor to secure payment of such self insured retention by a surety bond or irrevocable and unconditional letter of credit.

5. Other Insurance Requirements. The policies shall contain, or be endorsed to contain, the following provisions:

- a. Additional Insured. In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents and employees shall be named and endorsed as additional insureds with respect to liability arising out of this Contract and activities performed by or on behalf of the Contractor, including products and completed operations of the Contractor, and automobiles owned, leased, hired or borrowed by the Contractor.
- b. Broad Form. The Contractor's insurance shall contain broad form contractual liability coverage.
- c. Primary Insurance. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents and employees, shall be in excess of the coverage of the Contractor's insurance and shall not contribute to it.
- d. Each Insured. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Not Limited. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- f. Waiver of Subrogation. The policies shall contain a waiver of subrogation against the City, its officers, officials, agents and employees for losses arising from work performed by Contractor for the City.

6. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Buyer listed in the original Solicitation and shall reference the Contract Number:

Attention: Rick Compau, CPPO, CPPB, Buyer
Contract No. _____
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 and endorsements before the Contractor commences work.

9. Policies. The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Contract at any time. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.
10. Modifications. Any modification or variation from the insurance requirements in this Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

COOPERATIVE PURCHASE CONTRACT

Contract No. _____

This Cooperative Purchase Contract is made and entered into this _____ day of October, 2015 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and JC Cullen, Inc., an Arizona corporation, doing business as Niles Radio Communications, ("Contractor").

RECITALS:

- A. Contractor has a contract with the **Arizona State Procurement Office, Contract No. ASDPO-055855 Digital Microwave Terminals** to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process;
- B. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract;

AGREEMENT:

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

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

Microwave equipment and services

- 2. Specific Requirements of City. Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Purchase Order(s) submitted to Contractor or Exhibit A attached hereto and incorporated by reference.
- 3. Payment. Payment to the Contractor for the materials and or services provided shall be made in accordance with the price list and terms set forth in the Agency Contract.
- 4. Terms and Conditions of Agency Contract Apply. All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents may be located at the following website: <https://procure.az.gov> and incorporated by reference. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.
- 5. Certificates of Insurance. All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.
- 1. Term. This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.

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

CONTRACTOR:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

EXHIBIT A
SPECIFIC REQUIREMENTS OF CITY

Price: "Per Purchase Order"

Specifications: "Per Purchase Order"

Schedule of performance: "Per Purchase Order"

Delivery location: "Per Purchase Order"

Notices: All notices to City shall be sent to:

Buyer: Rick Compau, Purchasing Director
Purchasing Department
211 W. Aspen Drive
Flagstaff, Arizona 86001
(928) 213-2275

Attach: Certificate of Insurance

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Ryan Roberts, Utilities Engineering Manager
Co-Submitter: Brad Hill, Utilities Director
Date: 09/30/2015
Meeting Date: 10/06/2015



TITLE:

Public Hearing: Providing staff and consultants rate study presentation prior to modifying water, wastewater, reclaimed water and stormwater rates and fees. *(Staff/consultant presentation regarding rate adjustment)* **NO PUBLIC INPUT AT THIS MEETING - PUBLIC INPUT WILL BE TAKEN AT THE OCTOBER 13, 2015 MEETING**

RECOMMENDED ACTION:

Open the public hearing.
Staff and consultant presentation only.
Public comment will not be taken at this meeting, but will be taken at the continuation of this hearing on October 13, 2015.

Executive Summary:

This is the first in a series of Public Hearings at Council meetings for utility rate adjustment discussions on amending existing rates and fees for water, wastewater, reclaimed water and stormwater. In these meetings staff will introduce the proposed rate adjustments and the recommended options. The Council will be able to identify any policy issues or options that warrant a more in-depth discussion, either at the current meeting, or in a future meeting. No public comment will be taken on October 6, 2013.

This action complies with Arizona Revised Statute 9-511.01 Water and Wastewater business; rates; procedures. The City Council adopted a notice of intention to increase water, wastewater, reclaimed water and stormwater fees at its regular meeting of August 25, 2015. This public hearing was advertised in the Arizona Daily Sun on August 1, 2015 and August 8, 2015. All State requirements for modifying the water, wastewater, reclaimed water and stormwater rates and fees have been met.

Financial Impact:

Connection to Council Goal and/or Regional Plan:

Council Goals:

- 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.
- 7) Address key issues and processes related to the implementation of the Regional Plan.

The **Flagstaff Regional Plan 2030** supports the update and adjustment to City utility rates with the following goals; Policies are only included where needed to clarify a goal.

Goal WR.2 Manage a coordinated system of water, wastewater and reclaimed water utility service facilities and resources at the City level and identify funding to pay for new resources.

Goal WR.4 logically enhance and extend the City's public water, wastewater and reclaimed water utility services including their treatment, distribution and collection systems in both urbanized and newly developed areas of the City to provide an efficient delivery of services.

Goal E.1 increase energy efficiency.

E1.4 promote cost effective energy efficient terminologies and design.

Goal U.7 Provide for public services and infrastructure.

Goal LU.8 balance future growth with available water resources.

Goal CD.1 Improve the City and County financial systems to provide for needed infrastructure development and rehabilitation, including maintenance and enhancement of existing infrastructure.

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.

Previous Council Decision on This:

The City Council adopted a Resolution of Intent to modify water, wastewater, reclaimed water and stormwater at the August 25, 2015 meeting.

Options and Alternatives:

Council has the option to choose not to implement any rate modifications.

Background/History:

The City desires rates and fees that fully fund operations, maintenance, present and future capital costs for plant improvements as well as distribution and collection systems capacity, infrastructure rehabilitation, replacements and expansion. The City is facing several challenges to continuing its high-quality operations. Utility revenues are not keeping pace with increasing operational and capital costs. Growth and approved development has necessitated the need to procure additional water supply through the drilling of new wells. Utility infrastructure is aging and requires replacement and rehabilitation. The rate and fee study considers many factors that impact the cost of providing water, wastewater, reclaimed water and stormwater services. Among these factors are; requirement to maintain sufficient revenue to cover the City's debt service costs, the cost of operations, including employee and energy costs, the cost of future projects to maintain service reliability, the cost of planned infrastructure maintenance and expansion. The rate and fee financial study guides the rate evaluation and provide recommendations on changes to the current utility rate and fee structures to meet these challenges.

Willdan Financial Services was retained by the City to conduct a Utilities Rate Study for the City's water, wastewater, reclaimed water and stormwater utilities. Willdan gathered the background budget information, financial records, billing data and other relevant information prior to their analysis. A fair and equitable cost based system of rates and charges were then developed which are projected to provide sufficient revenue for each utility evaluated. The results of their analysis and final report will be presented.

The City Water Commission has met on six occasions over the past nine months reviewing the proposed rates. The water commission made recommendations for council to adopt rate options as identified in the July 16, 2015 Water Commission meeting. The final rate study analysis have been available online and on file with the City Clerk effective August 1, 2015. They will have been available for review and comment for more than 30 days prior to the October 6th public hearing and ordinance consideration

Key Considerations:

Several objectives were identified during the rate study to guide decisions regarding the proposed financial plans and rate structures. The major objectives of the study were;

- Utility rates and fees should generate sufficient revenues to meet operating costs, capital program requirements, debt service obligations and maintain adequate reserves consistent with sound financial management practices with a continued commitment to water conservation.
- Utility rates should be set proportionate to the cost of providing utility service to each customer class to promote fairness and equity.
- A financial plan that minimizes future rate and fee impacts on existing and new customers.
- Rate increases are necessary to keep City Utility financially sustainable.

Capacity fees are being updated on the basis of "growth pays for itself" as proposed by the City's rate consultant, Willdan Financial Services. The City of Flagstaff has been implementing utility buy-in capacity fees since the 1970's.

Utilities is one division, with four separate financial funds. Services provided by the City are funded by money collected from rate payers for those services. The City of Flagstaff Utilities Department receives no funding from property taxes. Money collected from the wastewater rate payers may be used only to fund wastewater services and money collected from water ratepayers may be used only to fund water services. Transfer of money between these funds is prohibited except as payment for services provided.

Comparison of Flagstaff rates with other Arizona cities will be provided in the staff presentation.

Expanded Financial Considerations:

The City is recognizing the need to establish an on-going capital improvement program to replace and rehabilitate water and sewer pipelines that have reached the end of their useful life. The proposed rates will establish a capital improvement program that is financially capable of replacing 2 miles of waterline and 1 mile of sewer line during each fiscal year.

The increased water and sewer capacity fees reflect the value of extra capacity in the systems and the anticipated cost of new facilities that will be attributed to growth for the next ten years. The increased capacity fees will add to the cost of development.

Water, Wastewater, Reclaimed Water and Stormwater user fees will be phased in over a 5 year period. The new rates would take effect on January 1 of each year beginning in the year 2016.

The new capacity fees would go into effect in January 1, 2016.

Community Benefits and Considerations:

Regular rate reviews and modifications are necessary to maintain stable financial position for the water, wastewater, reclaimed water and stormwater funds. The goal of the proposed rate increase is to provide for a financially sound and sustainable utility system.

Community Involvement:

Inform
Consult
Involve
Collaborate

The Water Commission held meetings to discuss the rates, capacity and service fees on 1/15/2015, 2/19/15, 4/16/15, 5/21/15, 6/18/15 and 7/16/15. The Water Commission held an informational Public

Hearing meeting on 6/15/15. This meeting was videotaped and is available for review on the City website.

The Water Commission has considered numerous options during the spring prior to making their final recommendation to Council in July 16 2015.

Meetings have been held with numerous outside public stakeholder groups including Chamber of Commerce, Northern Arizona University, largest 15 customers of the Utility, Northern Arizona Home Builders Association, Northern Arizona Realtors, Lions Club, and many other neighborhood civic groups.

A public hearing notice was advertised in the 8/1/15 and 8/7/15 Arizona Daily Sun notifying customers of the proposed rate adjustment. being considered by the City.

Expanded Options and Alternatives:

An alternative would be to choose not to implement any rate modifications. The ramifications of such action would be to reduce and eliminate capital improvements projects and upgrades for the utility system. This option would be to further delay Capital improvement such as pipe and treatment plant replacement projects. Consequently the Utilities Division would require larger increases in the future to catch up.

Another option would be to phase in rate increases over a longer period of time. This may be done in many different ways (length of time between rate increases). This is another option that is open to the City Council.

Attachments: [Willdan Rate Study Presentation](#)



City of **FLAGSTAFF**

UTILITIES RATE STUDY CITY COUNCIL PRESENTATION



October 6, 2015

Purpose/Objective

Purpose: develop rates that are sufficient to fund the Operation, Maintenance and Replacement of essential utility infrastructure while maintaining a commitment to affordability, transparency and water conservation.

Objective: Ensure the City can responsibly invest in the infrastructure needed to provide round-the-clock, safe and reliable utility services to ensure the public's health and economic vitality of our community today and into the future.

Outreach

- ✓ 1-15-15 to 7-16-15 *Water Commission*
- ✓ 6-30-15 *City Council:* *Introduction, Timeline Stakeholder & Outreach*
- ✓ 7-14-15 *City Council:* *Assessment of the Need*
- ✓ 8-25-15 *City Council :* *Notice of Intent to consider rate adjustments*
- ✓ *Stakeholder Outreach:*
 - 7-30-15 *Noon Lions Club*
 - 7-30-15 *Open House – City Hall*
 - 8-18-15 *Arizona Hydrological Society*
 - 8-20-15 *Liberty Alliance*
 - 8-25-15 *Large Reclaimed Irrigators*
 - 9-09-15 *Northern Az Homebuilders Association*
 - 9-09-15 *Northern Az Realtors*
 - 9-16-15 *Chamber of Commerce*
 - 9-17-15 *Southside Community Association*
 - 9-29-15 *Morning Lions Club*
 - 10-07-15 *Arizona Society of Civil Engineers*
 - 10-08-15 *Sierra Club*

BACKGROUND

- Willdan retained by the City to conduct a Utilities Rate Study
- Development of a financial plan / rates / fees for:
 - Water,
 - Sewer,
 - Reclaimed Water, and
 - Stormwater
- Final Draft analysis complete after many review sessions with Staff and the Water Commission
- Final Draft Report of the Utilities Rate Study presented for City Council consideration



BACKGROUND



BACKGROUND

- Willdan retained by the City to conduct a Utilities Rate Study
- Development of a financial plan / rates / fees for:
 - Water,
 - Sewer,
 - Reclaimed Water, and
 - Stormwater
- Final Draft analysis complete after many review sessions with Staff and the Water Commission
- Final Draft Report of the Utilities Rate Study presented for City Council consideration

KEY ITEMS OF NOTE

- Financial Plan scenarios presented in Utilities Rates and Charges Report are related to Financial Policy A1.1 which states:

“The annual payment of debt service should not exceed 20% of total annual Operating Revenues.”

- Option 1

- assumes the phrase “should not exceed” is a guideline, and not a strict mandate that the 20% is never to be exceeded – even at the cost of higher rates.

- Option 2

- assumes the 20% threshold is never exceeded. Result of Option 2 is that rates will need to be marginally higher than those in Option 1.

KEY ITEMS OF NOTE

- Rate Design Scenarios for Water include the following options for consideration:
 - Continue with existing water rate structure and apply the same level of % increase in rates to all rates
 - % increase would vary by financial plan scenario
 - Adjust residential water rate tiers
 - Add a tiered water rate structure for non-residential customers and keep existing residential water tiers



RATE STUDY PROCESS



OVERVIEW OF THE RATE STUDY PROCESS

- Scope of the Rate Study:
 - Water, Wastewater, Reclaimed Water and Stormwater
- Key goals of the Rate Study:
 - Stable revenue stream to fund:
 - Operations & Maintenance
 - Transfers
 - Capital Projects (Debt Service and Cash Funded Capital)
 - Cost of Service-based rates (fair and equitable)
 - Rates designed to meet the requirements set forth in the City's Water Policies
 - Policy A1.1 Debt service < 20% of Operating Revenue
 - Policy A1.2 Reserve >25% of Operating Revenue
 - Policy A3.1 Minimum of 25% of Revenues from Fixed Cost

OVERVIEW OF RATE STUDY PROCESS

The Approach to all Utility Rate Studies is Remarkably Similar – Regardless of the Service

The 3 Common Phases to All Utility Rate Studies are:

Revenue Sufficiency Analysis

- Water
- Sewer
- Reclaimed water
- Stormwater

Purpose of the Analysis:

Development of financial plan which ensures adequate revenue to fund operating / capital expenses, maintain debt service coverage, maintain sufficient fund balances

Cost of Service Analysis

- Water
- Sewer
- Reclaimed water
- Stormwater

Purpose of the Analysis:

Development of analysis which assigns net costs to functional / customer cost components to ensure equity among customer classes

Rate Design Analysis

- Water
- Sewer
- Reclaimed water
- Stormwater

Purpose of the Analysis:

Development of analysis which assigns rates and charges to customers based on their usage / benefit characteristics



REVENUE SUFFICIENCY ANALYSIS / FINANCIAL PLAN RESULTS



REVENUE SUFFICIENCY ANALYSIS RESULTS

Key Assumptions

- Annual Growth in New Customers
 - ~1% per year
- Annual Cost Escalation Factors
 - 3% for electricity
 - 2% for other applicable costs
- New Debt
 - 30 year term
 - 5.5% interest rate
- Unrestricted Reserve Target
 - $\geq 25\%$ of Operating Revenue for Water, Sewer, Reclaimed
 - $\geq 10\%$ of Operating Revenue for Stormwater
- Debt Service Coverage Target
 - $\geq 1.40x$
 - Policy is $1.20x$
- Debt Service Threshold (Debt Service / Operating Revenue)
 - Option 1 - Allow to exceed policy of 20%
 - Option 2 - Does not exceed policy of 20%

WATER, SEWER AND RECLAIMED WATER OPTIONS

Option 1

- 3% Annual Revenue Increases
- Fund all projected expenses
- Meets all financial policies, EXCEPT:

- Debt Service Policy which states:

“The annual payment of debt service should not exceed 20% of total annual Operating Revenues.”

- Exceeds 20%, to a high of 28%, during 3 of 5 years of the forecast period

Option 2

- 7% Annual Revenue Increases
- Fund all projected expenses
- Meets all financial policies, including:

- Debt Service Policy which states:

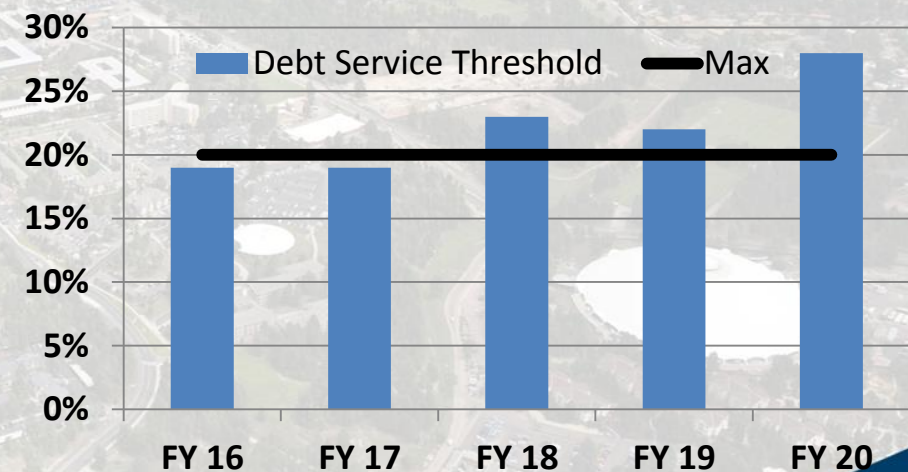
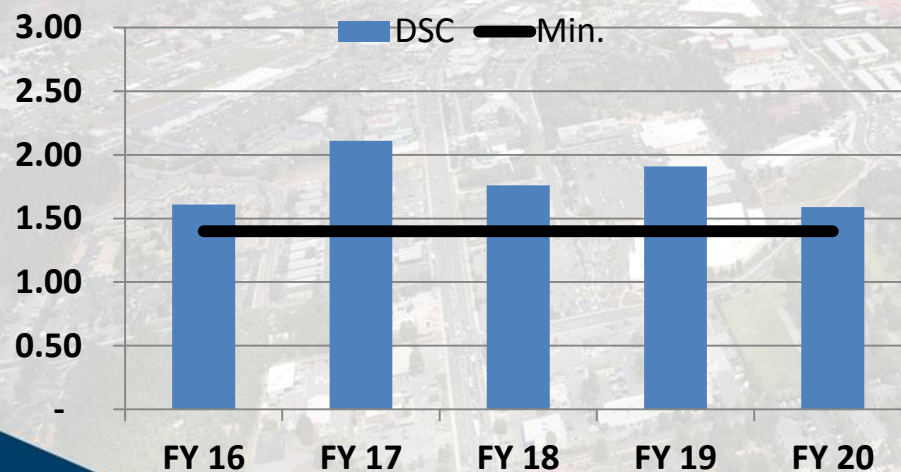
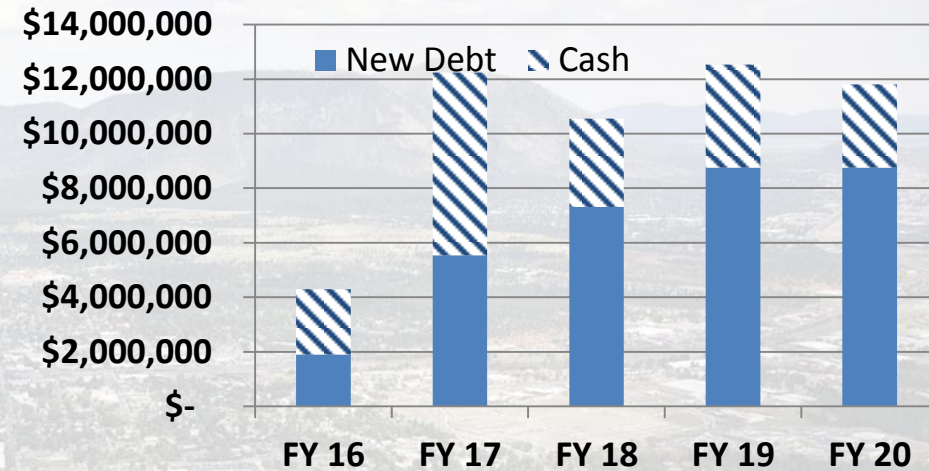
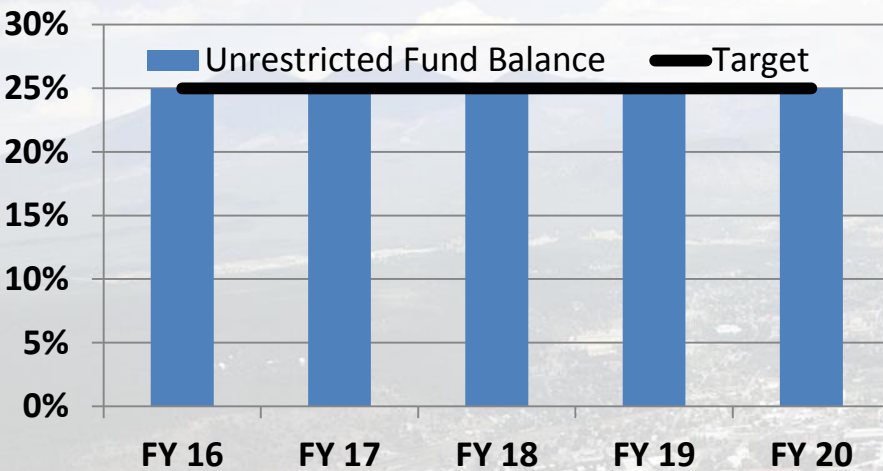
“The annual payment of debt service should not exceed 20% of total annual Operating Revenues.”

- Debt service threshold at, or slightly lower than, 20% for forecast period.

WATER REVENUE SUFFICIENCY ANALYSIS

OPTION 1

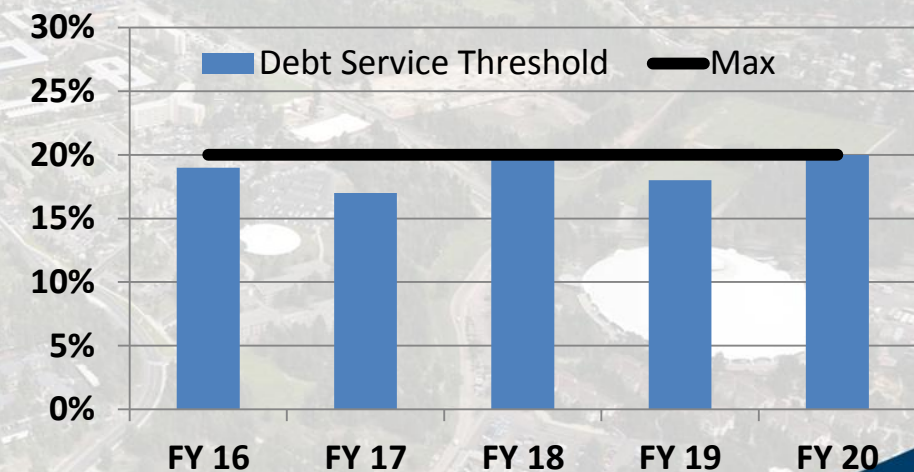
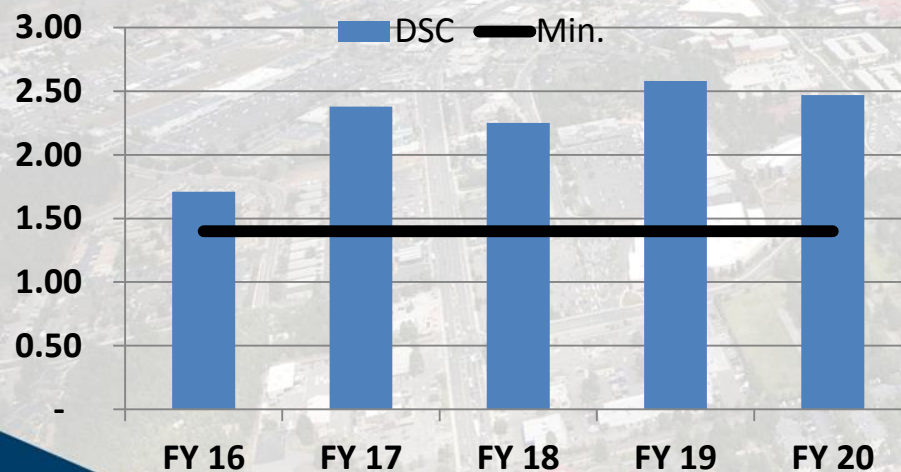
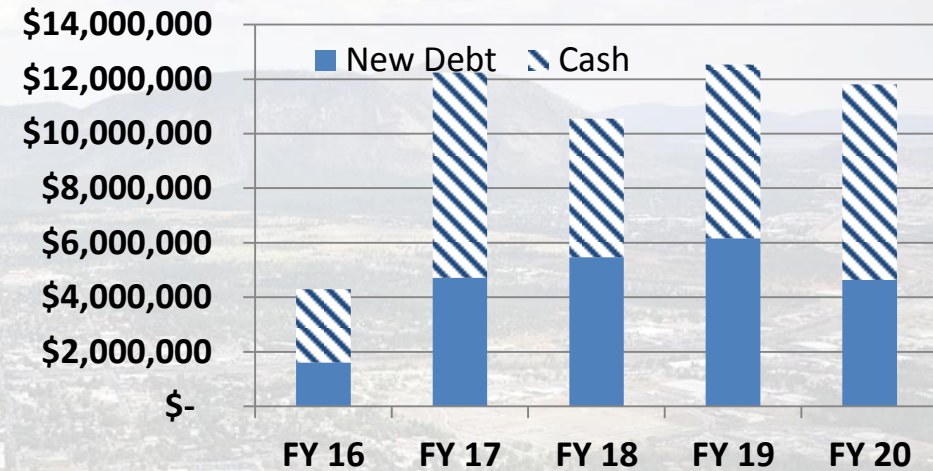
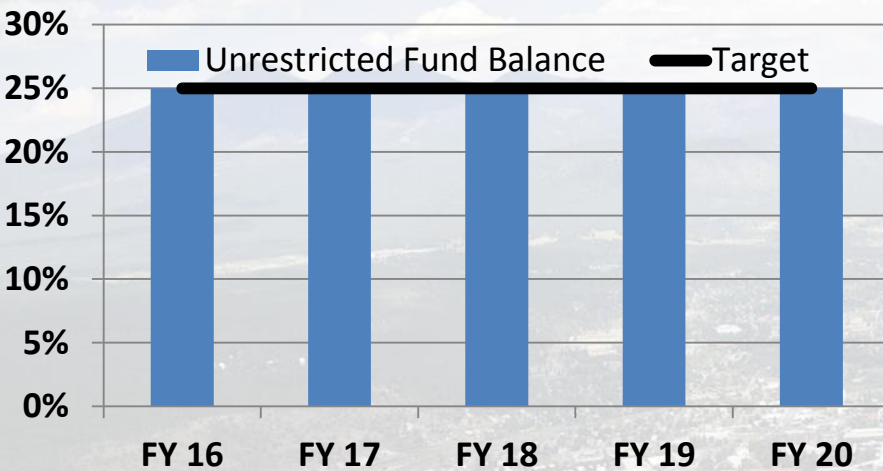
3% ANNUAL REVENUE INCREASES



WATER REVENUE SUFFICIENCY ANALYSIS

OPTION 2

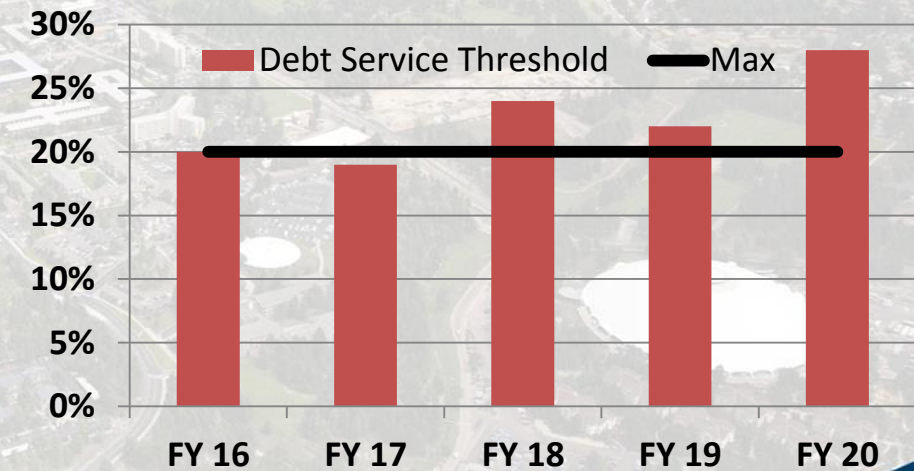
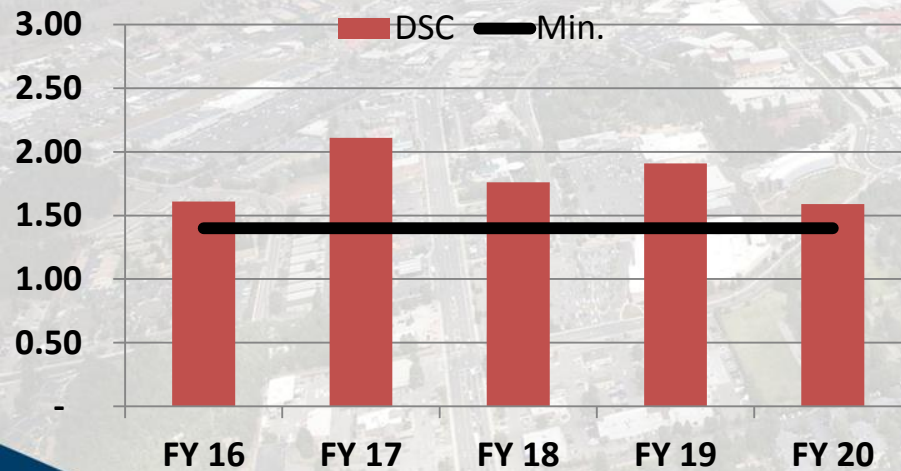
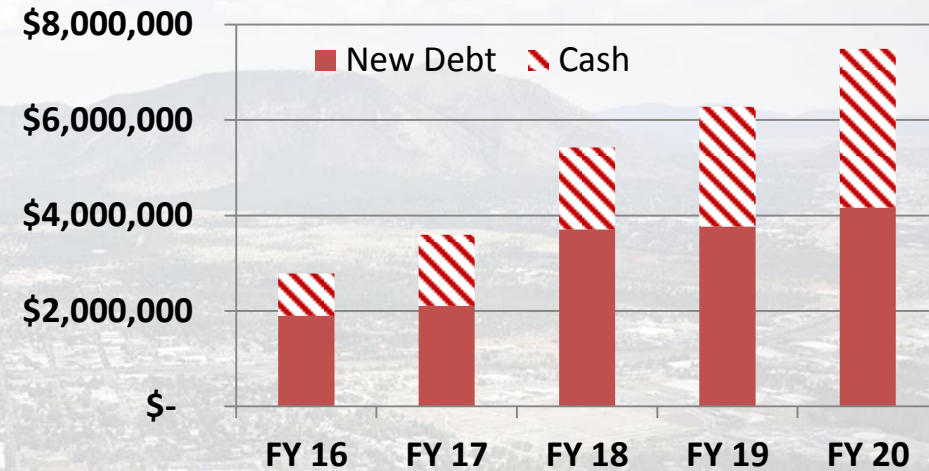
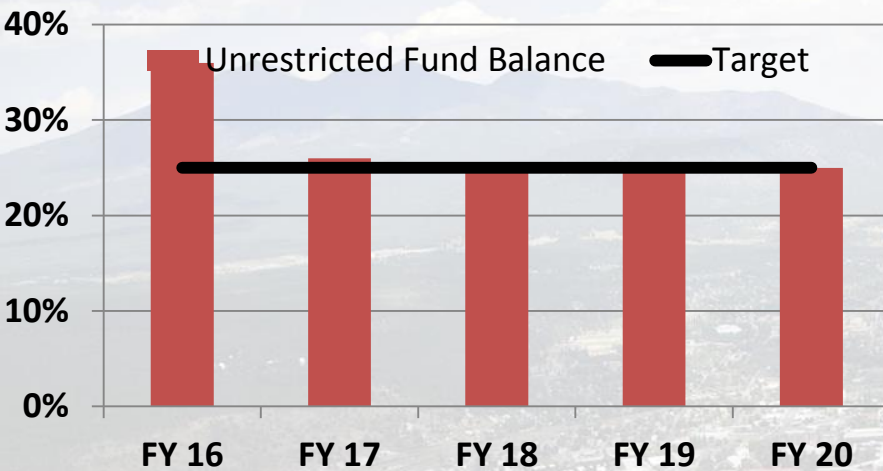
7% ANNUAL REVENUE INCREASES



SEWER REVENUE SUFFICIENCY ANALYSIS

OPTION 1

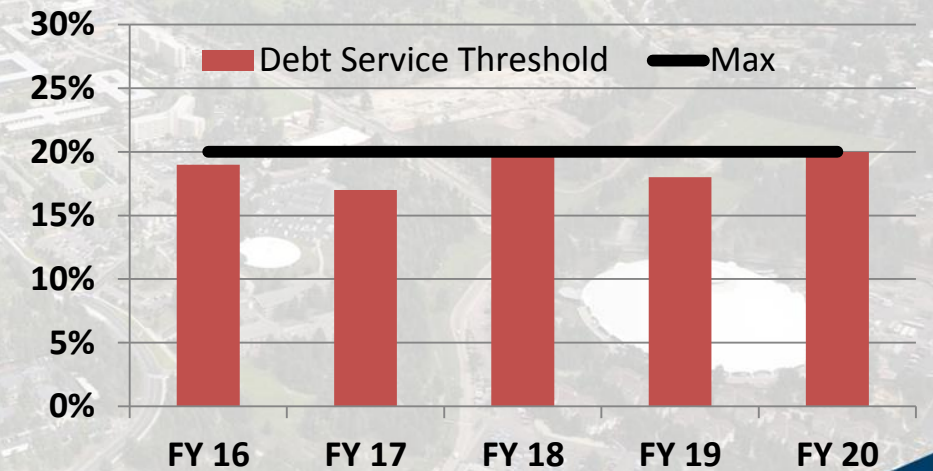
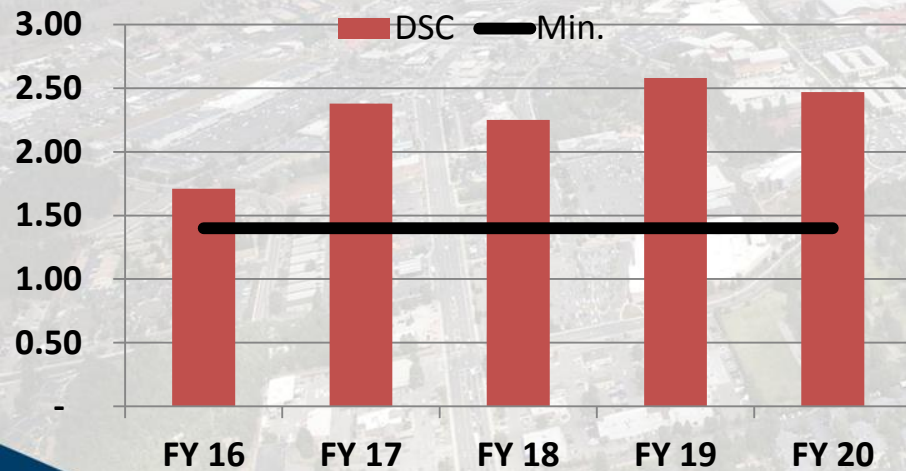
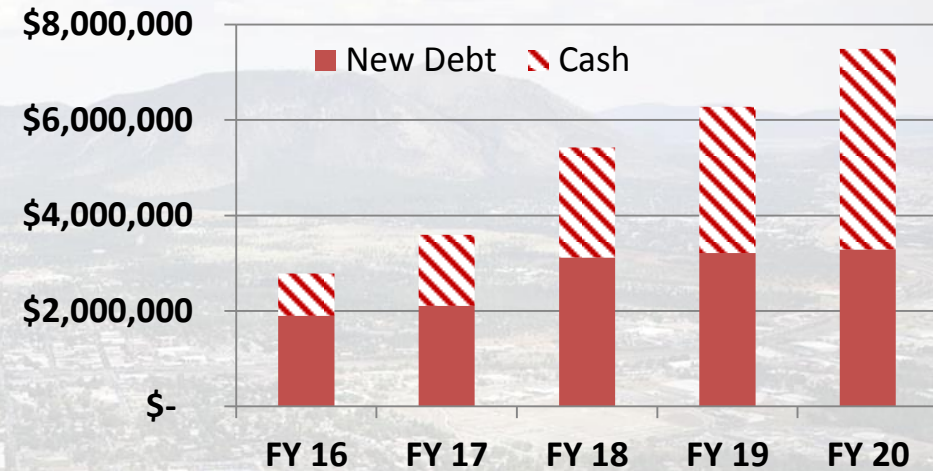
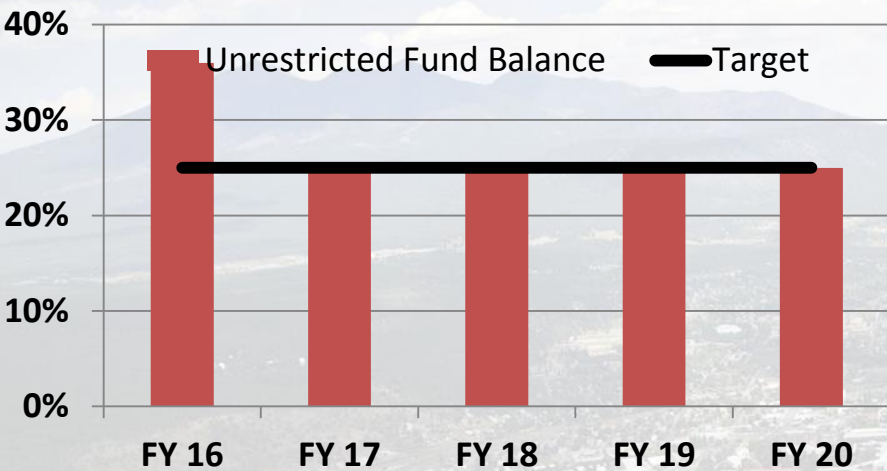
5.5% ANNUAL REVENUE INCREASES



SEWER REVENUE SUFFICIENCY ANALYSIS

OPTION 2

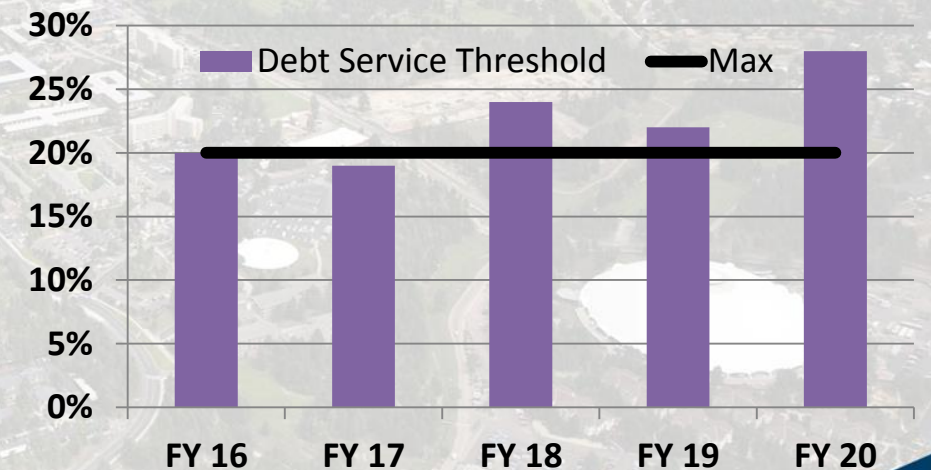
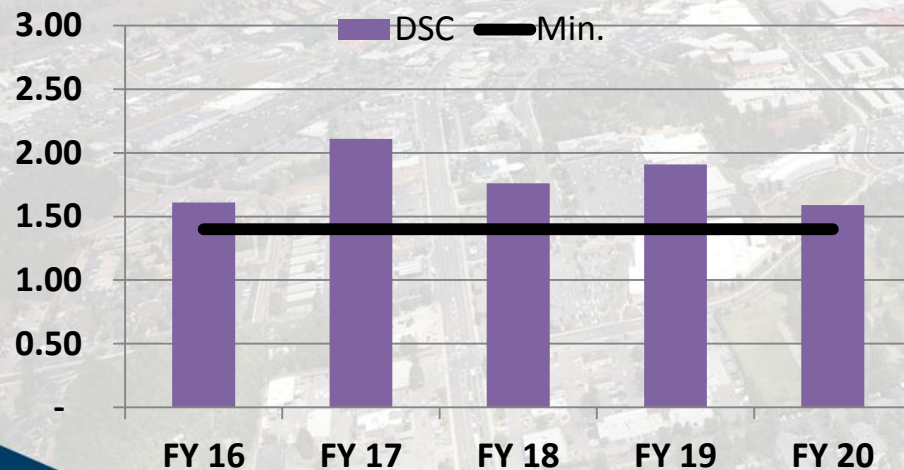
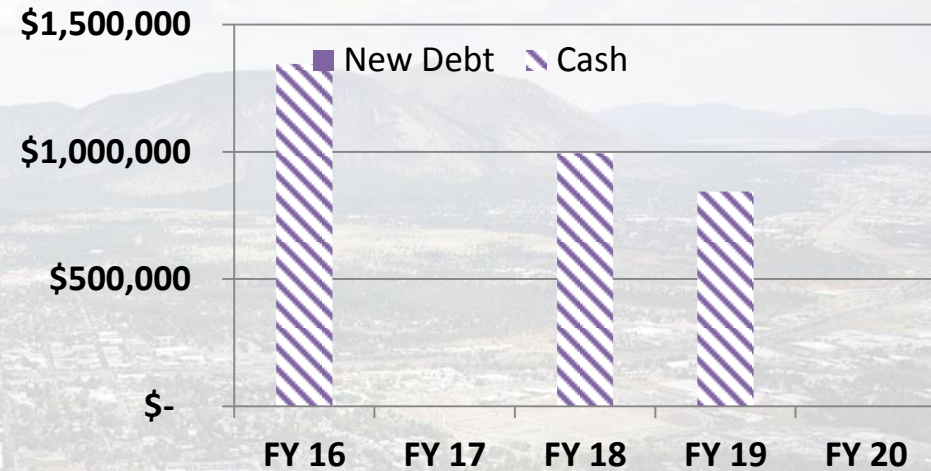
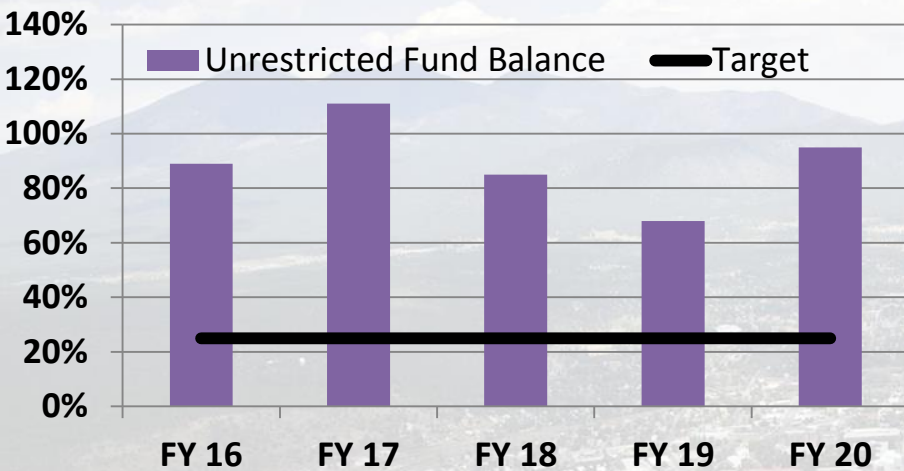
7% ANNUAL REVENUE INCREASES



RECLAIMED WATER REVENUE SUFFICIENCY ANALYSIS

OPTION 1

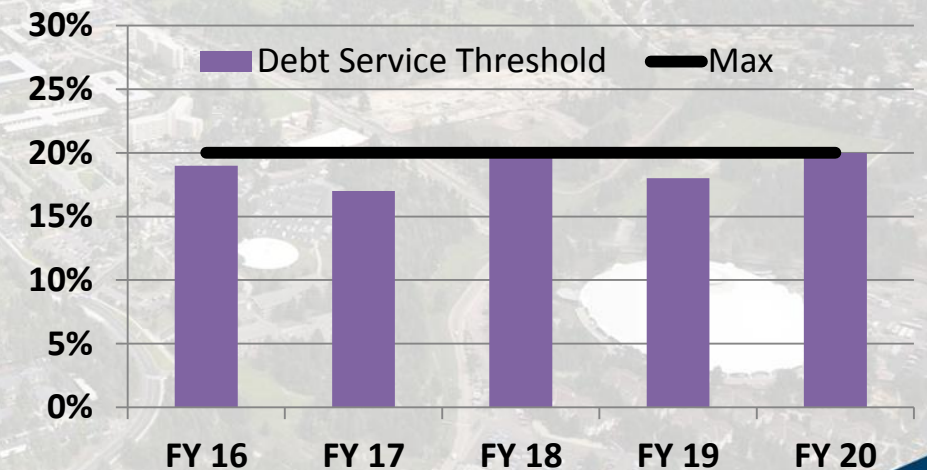
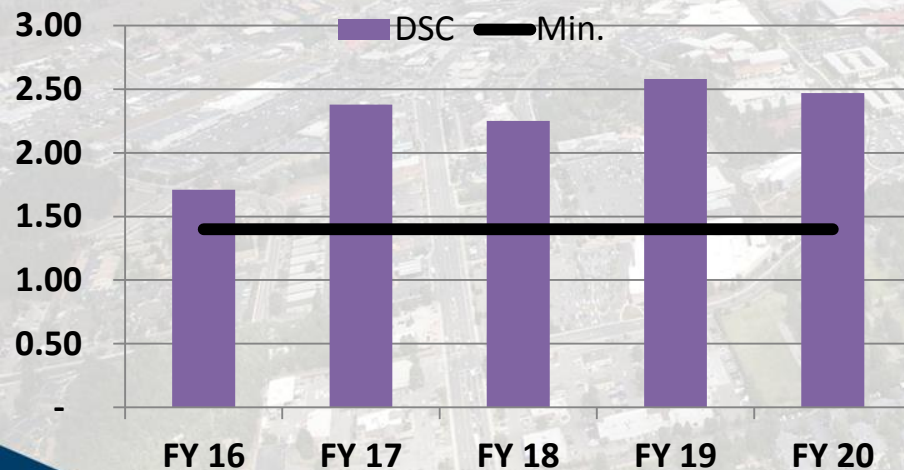
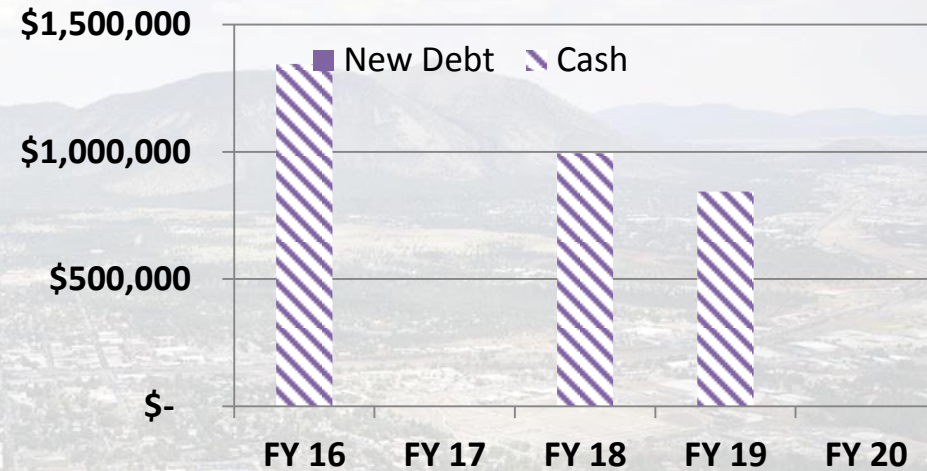
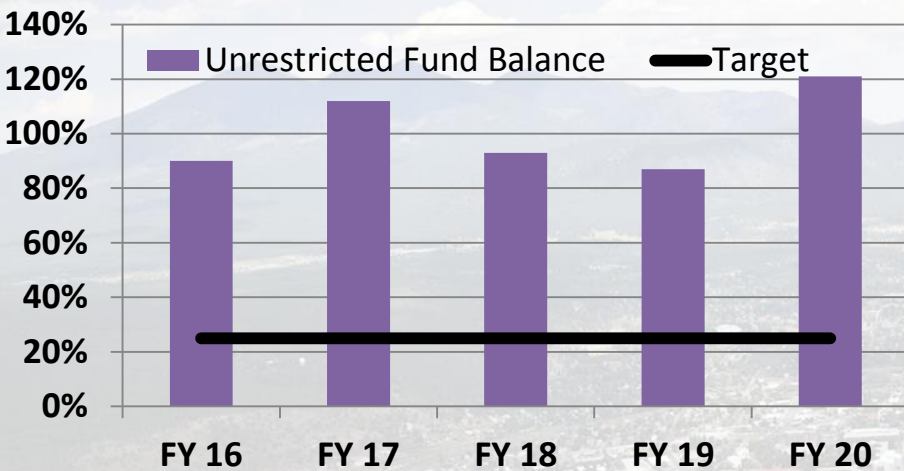
3% ANNUAL REVENUE INCREASES



RECLAIMED WATER REVENUE SUFFICIENCY ANALYSIS

OPTION 2

7% ANNUAL REVENUE INCREASES





RATE DESIGN RESULTS





WATER RATE DESIGN RESULTS



WATER RATES

Options 1A, 1B and 1C

Water Rates – Option 1A – 3% Annual Revenue Increase – No Structure Change

	Fixed Monthly Charges					
Meter Size	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
0.75	\$13.42	\$13.83	\$14.25	\$14.68	\$15.13	\$15.59
1	15.80	16.28	16.77	17.28	17.80	18.34
1.5	21.75	22.41	23.09	23.79	24.51	25.25
2	28.90	29.77	30.67	31.60	32.55	33.53
3	45.57	46.94	48.35	49.81	51.31	52.85
4	69.38	71.47	73.62	75.83	78.11	80.46
6	128.91	132.78	136.77	140.88	145.11	149.47
8	200.34	206.36	212.56	218.94	225.51	232.28
10	283.68	292.20	300.97	310.00	319.30	328.88

*Outside City rates 1.10x higher

** Slight percentage differences in rates above from year to year due to rounding.

WATER RATES

Option 1A

Water Rates – Option 1A – 3% Annual Revenue Increase – No Structure Change							
		Flow Charges per 1,000 Gallons					
Customer Class		FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
Single Family (R1/R4)							
Tier 1	0-3,700 Gal/Mo	\$ 2.77	\$ 2.92	\$3.03	\$3.14	\$3.25	\$3.36
Tier 2	3,701 – 6,400 Gal/Mo	3.59	3.76	3.90	4.04	4.17	4.31
Tier 3	6,401 – 11,700 Gal/Mo	5.53	5.76	5.96	6.16	6.36	6.56
Tier 4	11,701 + Gal/Mo	11.06	11.46	11.83	12.21	12.59	12.98
Multi-Family (R2/R3)	All Flow	3.56	3.73	3.86	4.00	4.13	4.27
Comm/Schools (C)	All Flow	3.78	3.96	4.10	4.25	4.39	4.54
NAU (NA)	All Flow	3.47	3.64	3.77	3.91	4.04	4.18
Manufacturing (MN)	All Flow	3.73	3.91	4.05	4.19	4.33	4.47
Lawn Meters (LM)	All Flow	3.78	3.96	4.10	4.25	4.39	4.54
Hydrant Meter (HM)	All Flow	5.78	6.02	6.22	6.43	6.64	6.85
Standpipe (SP)	All Flow	5.78	6.02	6.22	6.43	6.64	6.85
Energy Charge per 1,000 Gal	All Flow	** Estimate – subject to revision					
		0.96	0.93	0.94	0.95	0.97	0.99

*Outside City rates 1.10x higher

** Slight percentage differences in rates above from year to year due to rounding.

WATER RATES

Option 1B

Water Rates – Option 1B – 3% Annual Revenue Increase – Adjust Residential Tiers							
		Flow Charges per 1,000 Gallons					
Customer Class		FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
Single Family (R1/R4)							
Tier 1	0 - 4,000 Gal/Mo	\$ 2.77	\$ 2.95	\$3.06	\$3.17	\$3.28	\$3.39
Tier 2	4,001 – 7,000 Gal/Mo	3.59	3.80	3.94	4.08	4.22	4.36
Tier 3	7,001 – 12,000 Gal/Mo	5.53	5.82	6.02	6.22	6.42	6.63
Tier 4	12,001 + Gal/Mo	11.06	11.57	11.94	12.32	12.70	13.10
Multi-Family (R2/R3)	All Flow	3.56	3.71	3.85	3.99	4.12	4.26
Comm/Schools (C)	All Flow	3.78	3.93	4.07	4.22	4.36	4.50
NAU (NA)	All Flow	3.47	3.59	3.72	3.85	3.98	4.11
Manufacturing (MN)	All Flow	3.73	3.86	4.00	4.14	4.28	4.42
Lawn Meters (LM)	All Flow	3.78	3.92	4.06	4.20	4.34	4.48
Hydrant Meter (HM)	All Flow	5.78	6.05	6.26	6.47	6.68	6.89
Standpipe (SP)	All Flow	5.78	6.05	6.26	6.47	6.68	6.89
Energy Charge per 1,000 Gal	All Flow	0.96	0.93	0.94	0.95	0.97	0.99

*Outside City rates 1.10x higher

** Slight percentage differences in rates above from year to year due to rounding.

WATER RATES

Option 1C

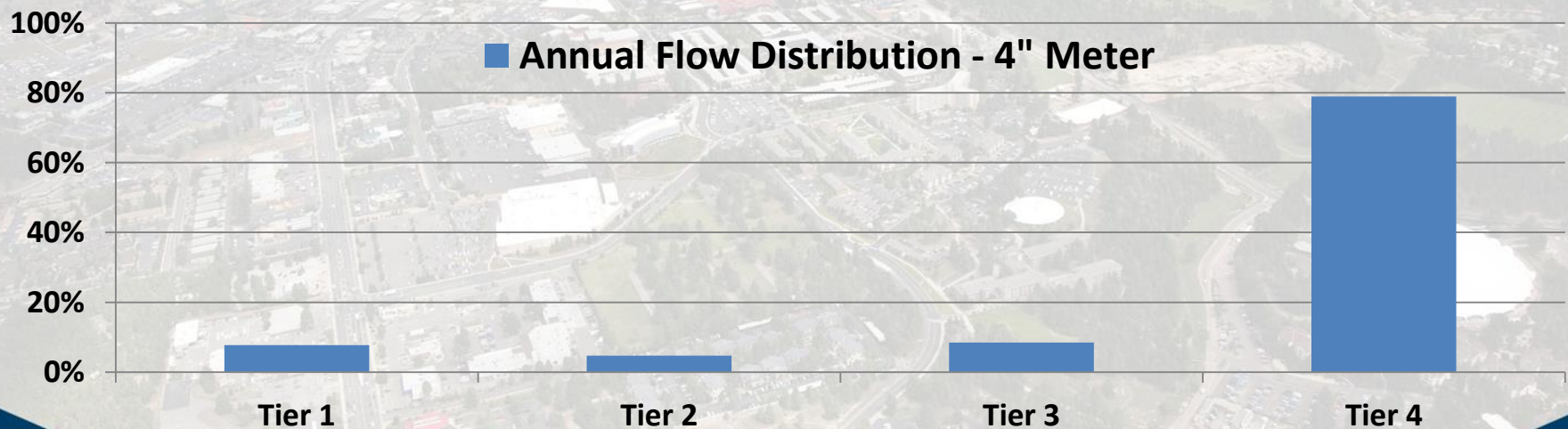
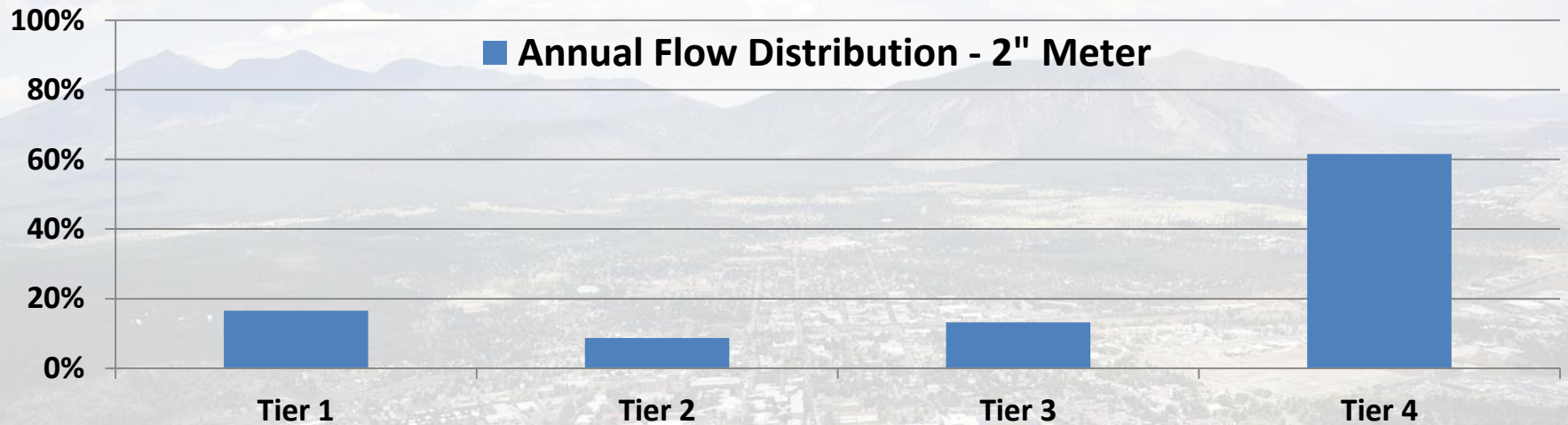
Water Rates – Option 1C – 3% Annual Revenue Increase – Add Tiered Rates for Non Residential							
		Flow Charges per 1,000 Gallons					
Customer Class		FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
Single Family (R1/R4)							
Tier 1	0-3,700 Gal/Mo	\$ 2.77	\$ 2.92	\$3.03	\$3.14	\$3.25	\$3.36
Tier 2	3,701 – 6,400 Gal/Mo	3.59	3.76	3.90	4.04	4.17	4.31
Tier 3	6,401 – 11,700 Gal/Mo	5.53	5.76	5.96	6.16	6.36	6.56
Tier 4	11,701 + Gal/Mo	11.06	11.46	11.83	12.21	12.59	12.98
Multi-Family (R2/R3)	All Flow	3.56	3.73	3.86	4.00	4.13	4.27
Energy Charge per 1,000 Gal	All Flow	0.96	0.93	0.94	0.95	0.97	0.99

*Outside City rates 1.10x higher

** Slight percentage differences in rates above from year to year due to rounding.

FLOW DISTRIBUTION – BY WATER TIER

LARGER NON RESIDENTIAL METER SIZES



WATER RATES

Option 1C

Water Rates – Option 1C – 3% Annual Revenue Increase – Add Tiered Rates for Non Residential							
		Flow Charges per 1,000 Gallons					
Customer Class		FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
Comm/Schools (C)	Tier Ranges Adjusted by AWWA Meter Equivalency Factors						
Tier 1	0-3,700 Gal/Mo	\$ 3.78	\$ 1.10	\$ 1.14	\$ 1.18	\$ 1.22	\$ 1.26
Tier 2	3,701 – 6,400 Gal/Mo	3.78	1.55	1.60	1.65	1.70	1.76
Tier 3	6,401 – 11,700 Gal/Mo	3.78	2.60	2.68	2.77	2.86	2.95
Tier 4	11,701 + Gal/Mo	3.78	5.61	5.78	5.96	6.14	6.33
NAU (NA)	Tier Ranges Adjusted by AWWA Meter Equivalency Factors						
Tier 1	0-3,700 Gal/Mo	\$ 3.47	\$ 0.66	\$ 0.69	\$ 0.97	\$ 0.75	\$ 0.78
Tier 2	3,701 – 6,400 Gal/Mo	3.47	1.01	1.05	1.41	1.13	1.17
Tier 3	6,401 – 11,700 Gal/Mo	3.47	1.84	1.90	2.42	2.02	2.09
Tier 4	11,701 + Gal/Mo	3.47	4.20	4.33	5.31	4.60	4.74
Energy Charge per 1,000 Gal	All Flow	0.96	0.93	0.94	0.95	0.97	0.99

WATER RATES

Option 1C

Water Rates – Option 1C – 3% Annual Revenue Increase – Add Tiered Rates for Non Residential							
		Flow Charges per 1,000 Gallons					
Customer Class		FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
Manufacturing (MN)	Tier Ranges Adjusted by AWWA Meter Equivalency Factors						
Tier 1	0-3,700 Gal/Mo	\$ 3.73	\$ 0.71	\$ 0.74	\$ 0.77	\$ 0.80	\$ 0.83
Tier 2	3,701 – 6,400 Gal/Mo	3.73	1.07	1.11	1.15	1.19	1.23
Tier 3	6,401 – 11,700 Gal/Mo	3.73	1.93	1.99	2.05	2.12	2.19
Tier 4	11,701 + Gal/Mo	3.73	4.36	4.50	4.64	4.78	4.93
Lawn Meters (LM)	Tier Ranges Adjusted by AWWA Meter Equivalency Factors						
Tier 1	0-3,700 Gal/Mo	\$ 3.78	\$ 0.91	\$ 0.94	\$ 0.97	\$ 1.00	\$ 1.03
Tier 2	3,701 – 6,400 Gal/Mo	3.78	1.31	1.36	1.41	1.46	1.51
Tier 3	6,401 – 11,700 Gal/Mo	3.78	2.27	2.34	2.42	2.50	2.58
Tier 4	11,701 + Gal/Mo	3.78	5.00	5.15	5.31	5.47	5.64
Energy Charge per 1,000 Gal	All Flow	0.96	0.93	0.94	0.95	0.97	0.99

WATER RATES

Option 1C

Water Rates – Option 1C – 3% Annual Revenue Increase – Add Tiered Rates for Non Residential							
		Flow Charges per 1,000 Gallons					
Customer Class		FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
Hydrant Meter (HM)	All Flow	\$ 5.78	\$ 6.01	\$ 6.20	\$ 6.39	\$ 6.59	\$ 6.79
Standpipe (SP)	All Flow	5.78	6.01	6.20	6.39	6.59	6.79
Energy Charge per 1,000 Gal	All Flow	0.96	0.93	0.94	0.95	0.97	0.99

*Outside City rates 1.10x higher

** Slight percentage differences in rates above from year to year due to rounding.

WATER RATES

Option 2A, 2B and 2C

Water Rates – Option 2A – 7% Annual Revenue Increase – No Structure Change

	Fixed Monthly Charges					
Meter Size	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
0.75	\$13.42	\$ 14.36	\$ 15.37	\$ 16.45	\$ 17.61	\$ 18.85
1	15.80	16.91	18.10	19.37	20.73	22.19
1.5	21.75	23.28	24.91	26.66	28.53	30.53
2	28.90	30.93	33.10	35.42	37.90	40.56
3	45.57	48.76	52.18	55.84	59.75	63.94
4	69.38	74.24	79.44	85.01	90.97	97.34
6	128.91	137.94	147.60	157.94	169.00	180.83
8	200.34	214.37	229.38	245.44	262.63	281.02
10	283.68	303.54	324.79	347.53	371.86	397.90

*Outside City rates 1.10x higher

** Slight percentage differences in rates above from year to year due to rounding.

WATER RATES

Option 2A

Water Rates – Option 2A – 7% Annual Revenue Increase – No Structure Change							
		Flow Charges per 1,000 Gallons					
Customer Class		FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
Single Family (R1/R4)							
Tier 1	0-3,700 Gal/Mo	\$ 2.77	\$ 3.07	\$ 3.34	\$ 3.63	\$ 3.94	\$ 4.27
Tier 2	3,701 – 6,400 Gal/Mo	3.59	3.94	4.28	4.64	5.02	5.42
Tier 3	6,401 – 11,700 Gal/Mo	5.53	6.02	6.50	7.02	7.56	8.14
Tier 4	11,701 + Gal/Mo	11.06	11.94	12.84	13.80	14.82	15.91
Multi-Family (R2/R3)	All Flow	3.56	3.91	4.24	4.60	4.97	5.37
Comm/Schools (C)	All Flow	3.78	4.15	4.50	4.88	5.27	5.69
NAU (NA)	All Flow	3.47	3.82	4.15	4.50	4.87	5.26
Manufacturing (MN)	All Flow	3.73	4.09	4.44	4.81	5.20	5.62
Lawn Meters (LM)	All Flow	3.78	4.15	4.50	4.88	5.27	5.69
Hydrant Meter (HM)	All Flow	5.78	6.29	6.79	7.33	7.89	8.50
Standpipe (SP)	All Flow	5.78	6.29	6.79	7.33	7.89	8.50
Energy Charge per 1,000 Gal	All Flow	0.96	0.93	0.94	0.95	0.97	0.99

*Outside City rates 1.10x higher

** Slight percentage differences in rates above from year to year due to rounding.

WATER RATES

Option 2B

Water Rates – Option 2B – 7% Annual Revenue Increase – Adjust Residential Tiered Rates							
		Flow Charges per 1,000 Gallons					
Customer Class		FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
Single Family (R1/R4)							
Tier 1	0 - 4,000 Gal/Mo	\$ 2.77	\$ 3.10	\$ 3.38	\$ 3.68	\$ 3.99	\$ 4.32
Tier 2	4,001 – 7,000 Gal/Mo	3.59	3.99	4.33	4.69	5.07	5.48
Tier 3	7,001 – 12,000 Gal/Mo	5.53	6.08	6.57	7.09	7.64	8.23
Tier 4	12,001 + Gal/Mo	11.06	12.05	12.95	13.92	14.95	16.05
Multi-Family (R2/R3)	All Flow	3.56	3.89	4.22	4.58	4.95	5.35
Comm/Schools (C)	All Flow	3.78	4.12	4.47	4.84	5.23	5.65
NAU (NA)	All Flow	3.47	3.77	4.09	4.44	4.80	5.19
Manufacturing (MN)	All Flow	3.73	4.05	4.39	4.76	5.14	5.55
Lawn Meters (LM)	All Flow	3.78	4.11	4.46	4.83	5.22	5.64
Hydrant Meter (HM)	All Flow	5.78	6.32	6.82	7.36	7.93	8.54
Standpipe (SP)	All Flow	5.78	6.32	6.82	7.36	7.93	8.54
Energy Charge per 1,000 Gal	All Flow	0.96	0.93	0.94	0.95	0.97	0.99

*Outside City rates 1.10x higher

** Slight percentage differences in rates above from year to year due to rounding.

WATER RATES

Option 2C

Water Rates – Option 2C – 7% Annual Revenue Increase – Add Tiered Rates for Non Residential							
		Flow Charges per 1,000 Gallons					
Customer Class		FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
Single Family (R1/R4)							
Tier 1	0-3,700 Gal/Mo	\$ 2.77	\$ 3.07	\$ 3.34	\$ 3.63	\$ 3.94	\$ 4.27
Tier 2	3,701 – 6,400 Gal/Mo	3.59	3.94	4.28	4.64	5.02	5.42
Tier 3	6,401 – 11,700 Gal/Mo	5.53	6.02	6.50	7.02	7.56	8.14
Tier 4	11,701 + Gal/Mo	11.06	11.94	12.84	13.80	14.82	15.91
Multi-Family (R2/R3)	All Flow	3.56	3.91	4.24	4.60	4.97	5.37
Energy Charge per 1,000 Gal	All Flow	0.96	0.93	0.94	0.95	0.97	0.99

*Outside City rates 1.10x higher

** Slight percentage differences in rates above from year to year due to rounding.

WATER RATES

Option 2C

Water Rates – Option 2C – 7% Annual Revenue Increase – Add Tiered Rates for Non Residential							
		Flow Charges per 1,000 Gallons					
Customer Class		FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
Comm/Schools (C)	Tier Ranges Adjusted by AWWA Meter Equivalency Factors						
Tier 1	0-3,700 Gal/Mo	\$ 3.78	\$ 1.18	\$1.32	\$ 1.47	\$ 1.62	\$ 1.79
Tier 2	3,701 – 6,400 Gal/Mo	3.78	1.65	1.83	2.02	2.21	2.42
Tier 3	6,401 – 11,700 Gal/Mo	3.78	2.74	2.99	3.26	3.54	3.84
Tier 4	11,701 + Gal/Mo	3.78	5.87	6.34	6.84	7.37	7.94
NAU (NA)	Tier Ranges Adjusted by AWWA Meter Equivalency Factors						
Tier 1	0-3,700 Gal/Mo	\$ 3.47	\$ 0.73	\$ 0.84	\$ 0.96	\$ 1.08	\$ 1.21
Tier 2	3,701 – 6,400 Gal/Mo	3.47	1.09	1.23	1.38	1.53	1.69
Tier 3	6,401 – 11,700 Gal/Mo	3.47	1.95	2.15	2.36	2.58	2.81
Tier 4	11,701 + Gal/Mo	3.47	4.40	4.77	5.16	5.57	6.01
Energy Charge per 1,000 Gal	All Flow	0.96	0.93	0.94	0.95	0.97	0.99

WATER RATES

Option 2C

Water Rates – Option 2C – 7% Annual Revenue Increase – Add Tiered Rates for Non Residential							
		Flow Charges per 1,000 Gallons					
Customer Class		FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
Manufacturing (MN)	Tier Ranges Adjusted by AWWA Meter Equivalency Factors						
Tier 1	0-3,700 Gal/Mo	\$ 3.73	\$ 0.78	\$ 0.89	\$ 1.01	\$ 1.13	\$ 1.26
Tier 2	3,701 – 6,400 Gal/Mo	3.73	1.16	1.30	1.45	1.60	1.76
Tier 3	6,401 – 11,700 Gal/Mo	3.73	2.04	2.24	2.46	2.68	2.92
Tier 4	11,701 + Gal/Mo	3.73	4.57	4.95	5.36	5.79	6.25
Lawn Meters (LM)	Tier Ranges Adjusted by AWWA Meter Equivalency Factors						
Tier 1	0-3,700 Gal/Mo	\$ 3.78	\$ 0.99	\$1.12	\$ 1.26	\$ 1.40	\$ 1.55
Tier 2	3,701 – 6,400 Gal/Mo	3.78	1.41	1.57	1.74	1.91	2.10
Tier 3	6,401 – 11,700 Gal/Mo	3.78	2.40	2.63	2.87	3.12	3.39
Tier 4	11,701 + Gal/Mo	3.78	5.23	5.66	6.12	6.60	7.11
Energy Charge per 1,000 Gal	All Flow	0.96	0.93	0.94	0.95	0.97	0.99

WATER RATES

Option 2C

Water Rates – Option 2C – 7% Annual Revenue Increase – Add Tiered Rates for Non Residential							
		Flow Charges per 1,000 Gallons					
Customer Class		FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
Hydrant Meter (HM)	All Flow	\$ 5.78	\$ 6.28	\$ 6.78	\$ 7.32	\$ 7.88	\$ 8.48
Standpipe (SP)	All Flow	5.78	6.28	6.78	7.32	7.88	8.48
Energy Charge per 1,000 Gal	All Flow	0.96	0.93	0.94	0.95	0.97	0.99

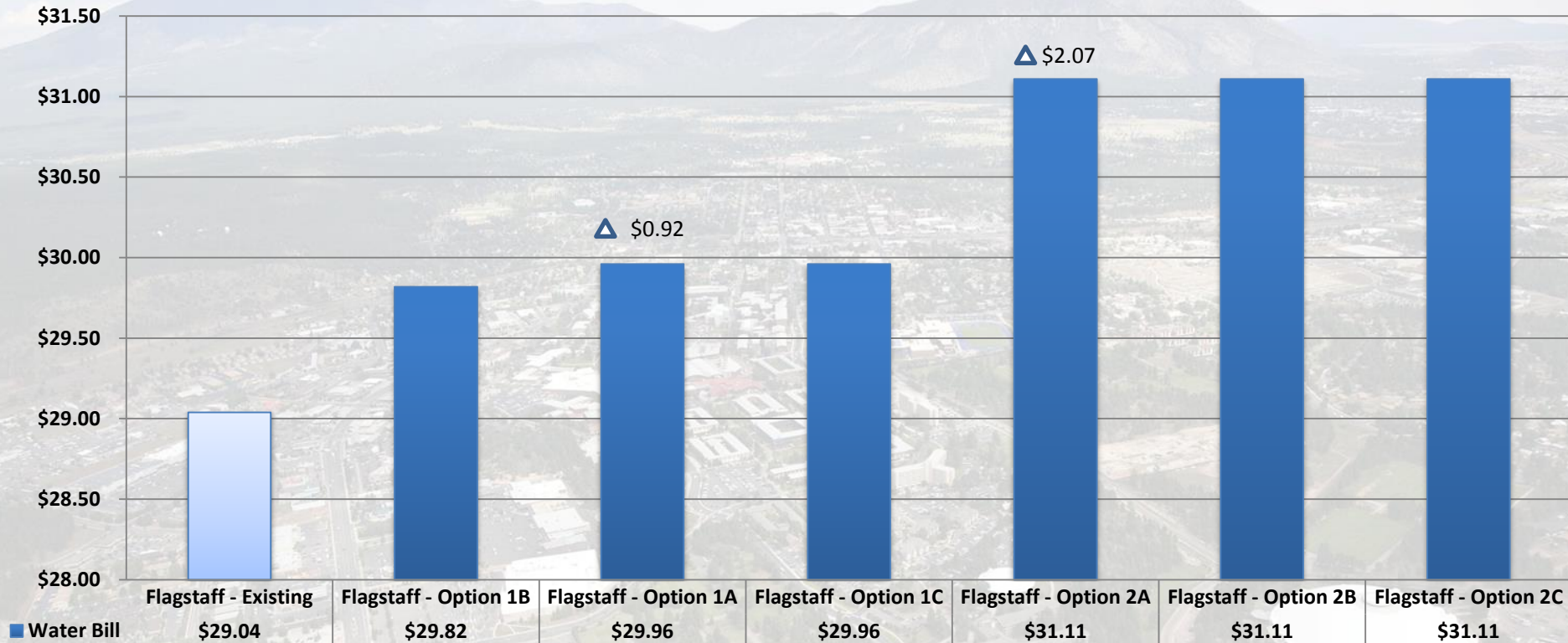
*Outside City rates 1.10x higher

** Slight percentage differences in rates above from year to year due to rounding.

SUMMARY OF WATER RATE OPTIONS

AVERAGE SINGLE FAMILY RESIDENTIAL WATER BILL

Survey of Monthly Water Bills @ 4,100 Gal/Mo
Single Family Residential





SEWER RATE DESIGN RESULTS



SEWER RATES

Option 1

Sewer Rates – Option 1 – 5.5% Annual Revenue Increase

	Fixed Monthly Charges					
Meter Size	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
0.75	No Fixed Charges for Sewer					
1						
1.5						
2						
3						
4						
6						
8						
10						

SEWER RATES

Option 1

Sewer Rates – Option 1 – 5.5% Annual Revenue Increase

	Flow Charges per 1,000 Gallons					
Customer Class	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
Residential (R1 - R4)	\$3.80	\$4.01	\$4.24	\$4.48	\$4.73	\$5.00
Car Washes (CW)	3.82	4.04	4.27	4.51	4.76	5.03
Laundromats (L)	3.92	4.14	4.37	4.62	4.88	5.15
Commercial (C)	4.02	4.25	4.49	4.74	5.01	5.29
Hotels & Motels (H)	5.38	5.68	6	6.33	6.68	7.05
Restaurants (RF)	6.46	6.82	7.2	7.6	8.02	8.47
Industrial Laundries (IL)	5.94	6.27	6.62	6.99	7.38	7.79
Manufacturing (MN)	4.32	4.56	4.82	5.09	5.37	5.67
Pet Food Manufacturers (PF)	9.48	10.01	10.57	11.16	11.78	12.43
Soft Drink Bottling (SD)	7.51	7.93	8.37	8.84	9.33	9.85
Ice Cream Cone Man. (IC)	11.73	12.38	13.07	13.79	14.55	15.36
NAU (NA)	3.48	3.68	3.89	4.11	4.34	4.58
Energy Charge per 1,000 Gal (in addition to rates above)	N/A	N/A	N/A	N/A	N/A	N/A

SEWER RATES

Option 2

Sewer Rates – Option 2 – 7% Annual Revenue Increase

	Fixed Monthly Charges					
Meter Size	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
0.75	No Fixed Charges for Sewer					
1						
1.5						
2						
3						
4						
6						
8						
10						

SEWER RATES

Option 2

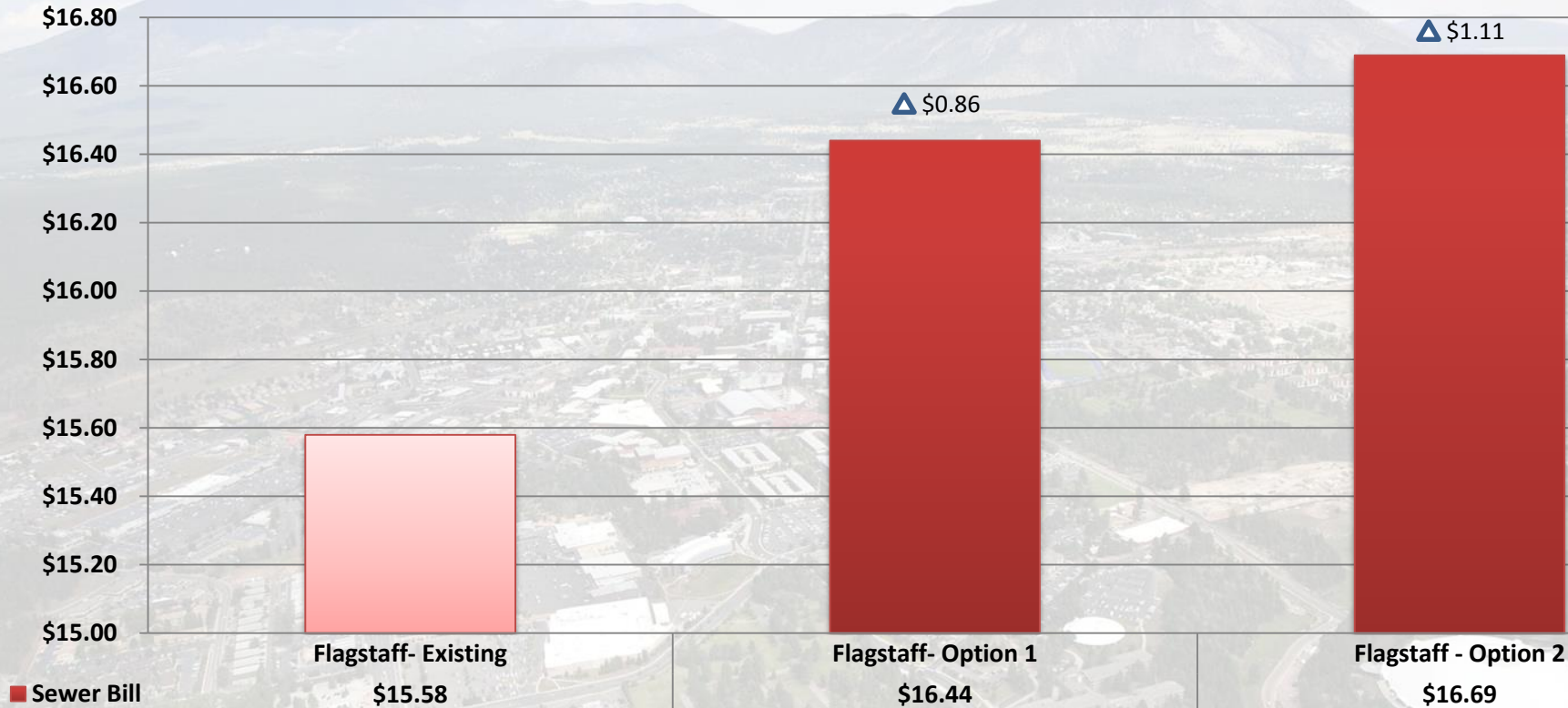
Sewer Rates – Option 2 – 7% Annual Revenue Increase

	Flow Charges per 1,000 Gallons					
Customer Class	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
Residential (R1 - R4)	\$3.80	\$ 4.07	\$ 4.36	\$ 4.67	\$ 5.00	\$ 5.35
Car Washes (CW)	3.82	4.09	4.38	4.69	5.02	5.38
Laundromats (L)	3.92	4.20	4.50	4.82	5.16	5.53
Commercial (C)	4.02	4.31	4.62	4.95	5.30	5.68
Hotels & Motels (H)	5.38	5.76	6.17	6.61	7.08	7.58
Restaurants (RF)	6.46	6.92	7.41	7.93	8.49	9.09
Industrial Laundries (IL)	5.94	6.36	6.81	7.29	7.81	8.36
Manufacturing (MN)	4.32	4.63	4.96	5.31	5.69	6.09
Pet Food Manufacturers (PF)	9.48	10.15	10.87	11.64	12.46	13.34
Soft Drink Bottling (SD)	7.51	8.04	8.61	9.22	9.87	10.57
Ice Cream Cone Man. (IC)	11.73	12.56	13.44	14.39	15.40	16.48
NAU (NA)	3.48	3.73	4.00	4.28	4.58	4.91
Energy Charge per 1,000 Gal (in addition to rates above)	N/A	N/A	N/A	N/A	N/A	N/A

SUMMARY OF WATER RATE OPTIONS

AVERAGE SINGLE FAMILY RESIDENTIAL WATER BILL

Survey of Monthly Sewer Bills @ 4,100 Gal/Mo
Single Family Residential





RECLAIMED WATER RATE RESULTS



RECLAIMED WATER RATES

Option 1

Reclaimed Water Rates – Option 1 – 3% Annual Revenue Increase

	Fixed Monthly Charges					
Meter Size	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
0.75	\$13.42	\$13.83	\$14.25	\$14.68	\$15.13	\$15.59
1	15.80	16.28	16.77	17.28	17.80	18.34
1.5	21.75	22.41	23.09	23.79	24.51	25.25
2	28.90	29.77	30.67	31.60	32.55	33.53
3	45.57	46.94	48.35	49.81	51.31	52.85
4	69.38	71.47	73.62	75.83	78.11	80.46
6	128.91	132.78	136.77	140.88	145.11	149.47
8	200.34	206.36	212.56	218.94	225.51	232.28
10	283.68	292.20	300.97	310.00	319.30	328.88

RECLAIMED WATER RATES

Option 1

Reclaimed Water Rates – Option 1 – 3% Annual Revenue Increase

	Flow Charges per 1,000 Gallons					
Customer Class	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
Private Residential (R1)						
0-3,700 Gal/Mo	\$1.23	\$1.27	\$1.31	\$1.35	\$1.40	\$1.45
3,701 – 6,400 Gal/Mo	1.52	1.57	1.62	1.67	1.73	1.79
6,401 – 11,700 Gal/Mo	2.20	2.27	2.34	2.42	2.50	2.58
11,701 + Gal/Mo	4.13	4.26	4.39	4.53	4.67	4.82
Commercial (no main ext) (C)	1.59	1.64	1.69	1.75	1.81	1.87
Commercial (w/ main ext) (C)	3.40	3.51	3.62	3.73	3.85	3.97
Manufacturing (no main ext) (MN)	1.57	1.62	1.67	1.73	1.79	1.85
Manufacturing (no main ext) (MN)	3.17	3.27	3.37	3.48	3.59	3.70
NAU (Sinclair Wash – I/M Fields)	1.48	1.53	1.58	1.63	1.68	1.74
NAU (all other) (NA)	3.17	3.27	3.37	3.48	3.59	3.70
City Departmental (MU)	1.59	1.64	1.69	1.75	1.81	1.87
Hydrant Meter (HM)	3.55	3.66	3.77	3.89	4.01	4.14
Standpipe (SP)	3.87	3.99	4.11	4.24	4.37	4.51
Off Peak / Golf Course (WR)						
0-150 Million Gal	1.38	1.43	1.48	1.53	1.58	1.63
150 Million + Gal	1.07	1.11	1.15	1.19	1.23	1.27
Untreated Surface Water	1.32	1.36	1.41	1.46	1.51	1.56

RECLAIMED WATER RATES

Option 2

Reclaimed Water Rates – Option 2 – 7% Annual Revenue Increase

	Fixed Monthly Charges					
Meter Size	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
0.75	\$13.42	\$ 14.36	\$ 15.37	\$ 16.45	\$ 17.61	\$ 18.85
1	15.80	16.91	18.10	19.37	20.73	22.19
1.5	21.75	23.28	24.91	26.66	28.53	30.53
2	28.90	30.93	33.10	35.42	37.90	40.56
3	45.57	48.76	52.18	55.84	59.75	63.94
4	69.38	74.24	79.44	85.01	90.97	97.34
6	128.91	137.94	147.60	157.94	169.00	180.83
8	200.34	214.37	229.38	245.44	262.63	281.02
10	283.68	303.54	324.79	347.53	371.86	397.90

RECLAIMED WATER RATES

Option 2

Reclaimed Water Rates – Option 2 – 7% Annual Revenue Increase

	Flow Charges per 1,000 Gallons					
Customer Class	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
Private Residential (R1)						
0-3,700 Gal/Mo	\$1.23	\$ 1.32	\$ 1.42	\$ 1.52	\$ 1.63	\$ 1.75
3,701 – 6,400 Gal/Mo	1.52	1.63	1.75	1.88	2.02	2.17
6,401 – 11,700 Gal/Mo	2.20	2.36	2.53	2.71	2.90	3.11
11,701 + Gal/Mo	4.13	4.42	4.73	5.07	5.43	5.82
Commercial (no main ext) (C)	1.59	1.71	1.83	1.96	2.10	2.25
Commercial (w/ main ext) (C)	3.40	3.64	3.90	4.18	4.48	4.80
Manufacturing (no main ext) (MN)	1.57	1.68	1.80	1.93	2.07	2.22
Manufacturing (no main ext) (MN)	3.17	3.40	3.64	3.90	4.18	4.48
NAU (Sinclair Wash – I/M Fields)	1.48	1.59	1.71	1.83	1.96	2.10
NAU (all other) (NA)	3.17	3.40	3.64	3.90	4.18	4.48
City Departmental (MU)	1.59	1.71	1.83	1.96	2.10	2.25
Hydrant Meter (HM)	3.55	3.80	4.07	4.36	4.67	5.00
Standpipe (SP)	3.87	4.15	4.45	4.77	5.11	5.47
Off Peak / Golf Course (WR)						
0-150 Million Gal	1.38	1.48	1.59	1.71	1.83	1.96
150 Million + Gal	1.07	1.15	1.24	1.33	1.43	1.54
Untreated Surface Water	1.32	1.42	1.52	1.63	1.75	1.88



STORMWATER RATE RESULTS



STORMWATER RATES

Options 1 and 2

Stormwater Rates – Comparison of Options

	Stormwater Rates					
	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
Option 1 – Baseline CIP @ \$400k / Year						
Annual Rate Increase	0%	3%	3%	3%	3%	3%
Avg. Res Bill (3 ERUs)	\$ 3.90	\$ 4.02	\$ 4.17	\$ 4.32	\$ 4.47	\$ 4.62
Total New Debt	\$0	\$0	\$0	\$0	\$0	\$0
Option 2 – Baseline CIP @ \$600k / Year						
Annual Rate Increase	0%	6%	6%	6%	6%	6%
Avg. Res Bill (3 ERUs)	\$ 3.90	\$ 4.14	\$ 4.41	\$ 4.68	\$ 4.98	\$ 5.28
Total New Debt	\$0	\$0	\$0	\$0	\$0	\$0

STORMWATER RATES

Options 3 and 4

Stormwater Rates – Comparison of Options

	Stormwater Rates					
	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
Option 3 – Baseline CIP @ \$1 Million / Year						
Annual Rate Increase	0%	6%	6%	6%	6%	3%
Avg. Res Bill (3 ERUs)	\$ 3.90	\$ 4.14	\$ 4.41	\$ 4.68	\$ 4.98	\$ 5.13
Total New Debt	\$ -	\$ 380,000	\$ 630,000	\$ 620,000	\$ 590,000	\$ 590,000
Option 4 – Rio de Flag Projects and Baseline CIP @ \$400k / Year						
Annual Rate Increase	0%	15%	15%	15%	15%	3%
Avg. Res Bill (3 ERUs)	\$3.90	\$ 4.50	\$ 5.19	\$ 5.97	\$ 6.87	\$ 7.08
Total New Debt	\$ -	\$ -	\$2,780,000	\$3,190,000	\$3,220,000	\$3,360,000



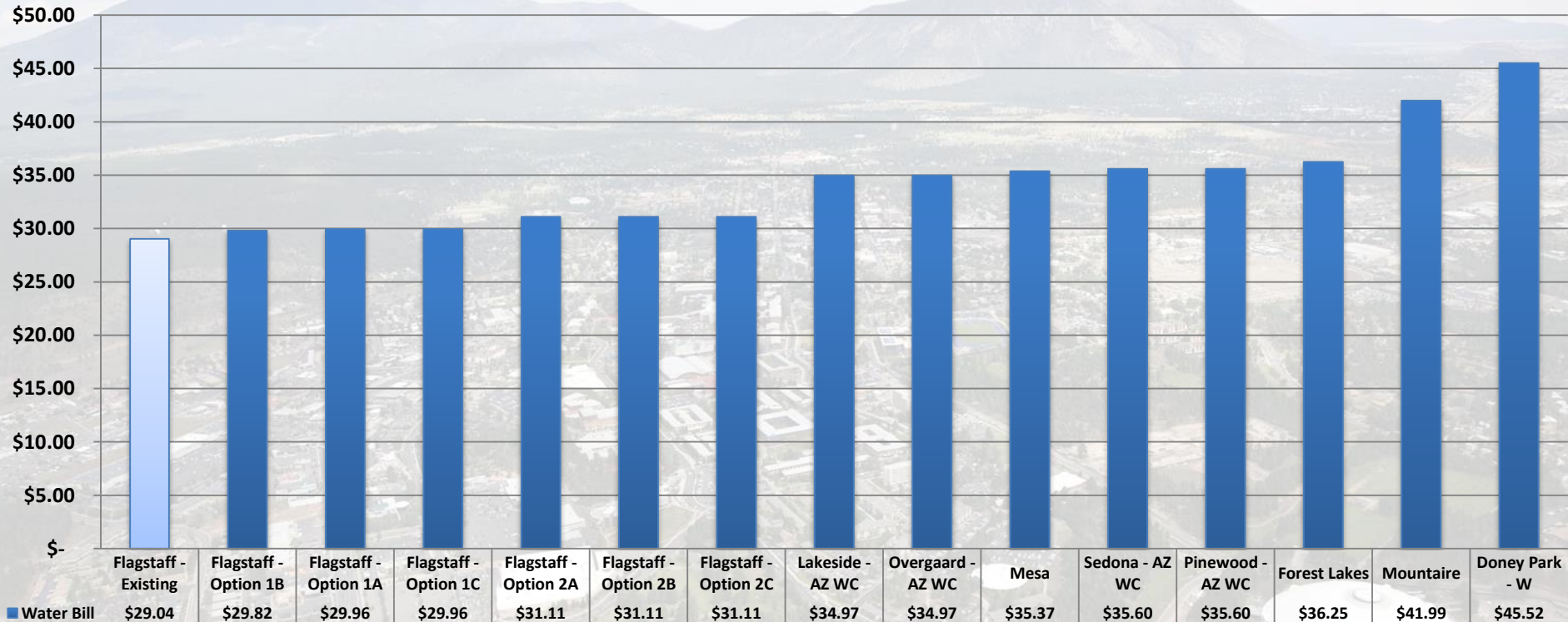
RATE SURVEY



RATE SURVEY

AVERAGE SINGLE FAMILY RESIDENTIAL WATER BILL

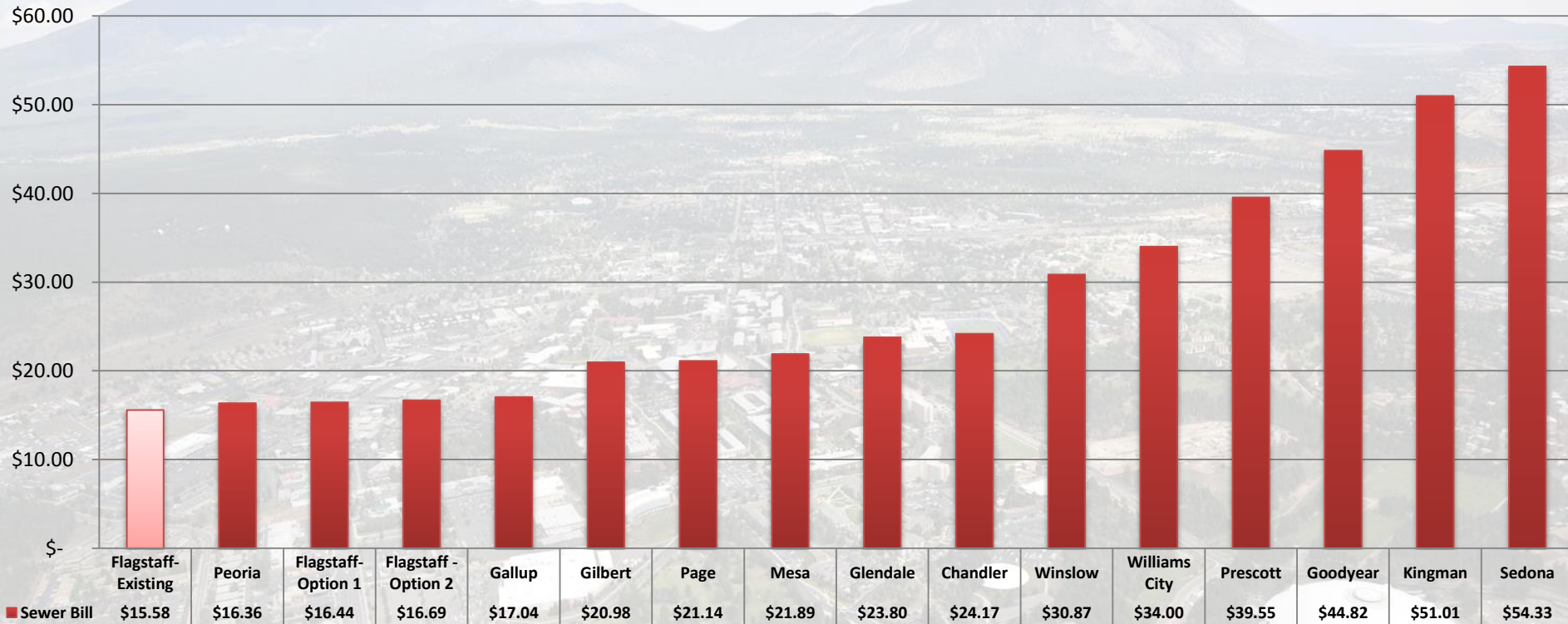
Survey of Monthly Water Bills @ 4,100 Gal/Mo
Single Family Residential



RATE SURVEY

AVERAGE SINGLE FAMILY RESIDENTIAL SEWER BILL

Survey of Monthly Sewer Bills @ 4,100 Gal/Mo
Single Family Residential





CAPACITY FEE ANALYSIS



Capacity Fees

- One-time payments
- Reflect the demands and costs created by new development for additional utility capacity
- Will be used to fund infrastructure capacity that will benefit new development
- Must be a rational nexus between the amount of the fee and the cost to serve new development
- City has had capacity fees since the 1970's

Assumptions about Future Development

Each component of each utility system is evaluated

What is the best measure of the demand created by new development for additional infrastructure capacity? 3 methodologies considered:

Buy-in

- Existing infrastructure which has capacity available for new development

Plan based

- Planned projects which add capacity to serve new development

Hybrid

- Combination of buy-in and plan based methodologies

Planned projects which are for routine maintenance and replacement or are to serve only existing development are not eligible for capacity fee funding and are included in the rates.

Capacity (gallons)

Buy-in: Capacity of completed project

Plan-based: Planned capacity or years of capacity to be provided

Cost

Buy-in: Original cost

Plan-based: Planned costs

Minus credit for "double payment"

Cost/capacity (gallons) = cost per gallon

•Gallons consumed per residential connection multiplied by

•Total cost per gallon for capacity multiplied by

•Capacity ratio for different size and type of water meter equals

•Capacity fee by size and type of water meter

Water Capacity Fee Components

FY2016-FY2025

- Water Resources - \$23,150,000*
- Production - \$16,640,000
- Storage - \$2,200,000
- Distribution - \$7,223,000
- Studies and Planning Efforts - \$306,000
- Reclaimed Water - \$1,620,000

* Includes \$10,450,00 for Red Gap pipeline/pump station **design**

Water Capacity Fee Cost Summary

Function	Base (cost per gallon)	Option 2 ⁽¹⁾ (cost per gallon)
Water Resources	\$1.19	\$2.17
Water Production	7.70	7.70
Water Storage	0.96	0.96
Water Distribution	4.70	4.70
Study and Planning Efforts	0.39	0.39
Reclaimed Water	<u>5.06</u>	<u>5.06</u>
Total Cost	\$20.00	\$20.98
(1) Includes design costs for Red Gap Ranch		

Water Capacity Fee Demand Summary

	Capacity
Gallons per Day per Residential Connection	179
Residential Peaking Factor	<u>1.60</u>
Gallons per Peak Day per Residential Connection	286

Water Capacity Fee Summary

Meter Size (inches)	Base Fee	Option 2 Fee	Current Fee
¾	\$5,728	\$6,007	\$5,891
1	9,566	10,032	9,819
1 ½	19,074	20,004	19,638
2	30,530	32,019	31,420
3	57,279	60,073	58,913
4	95,484	100,141	98,188
6	190,910	200,222	196,376
8	305,468	320,367	314,201
10	439,157	460,576	451,664

Sewer Capacity Fee Components

FY2016-FY2025

- Planned Treatment Upgrades - \$3,736,000
- Interceptors - \$2,460,000
- Collection - \$3,100,182
- Studies and Planning Efforts- \$234,000

Sewer Capacity Fee Cost Summary

Function		Cost per Gallon
Treatment Upgrades		
	Buy-in for Treatment Plants ⁽¹⁾	\$5.80
	Planned Treatment Plant Upgrades	7.51
	Less Credit for Future Debt Service Payments	<u>(2.46)</u>
Treatment Subtotal		10.85
Interceptors		1.48
Collection		1.72
Studies		<u>0.39</u>
Total Cost		\$14.44

(1) Existing plant is valued at \$61,725,574

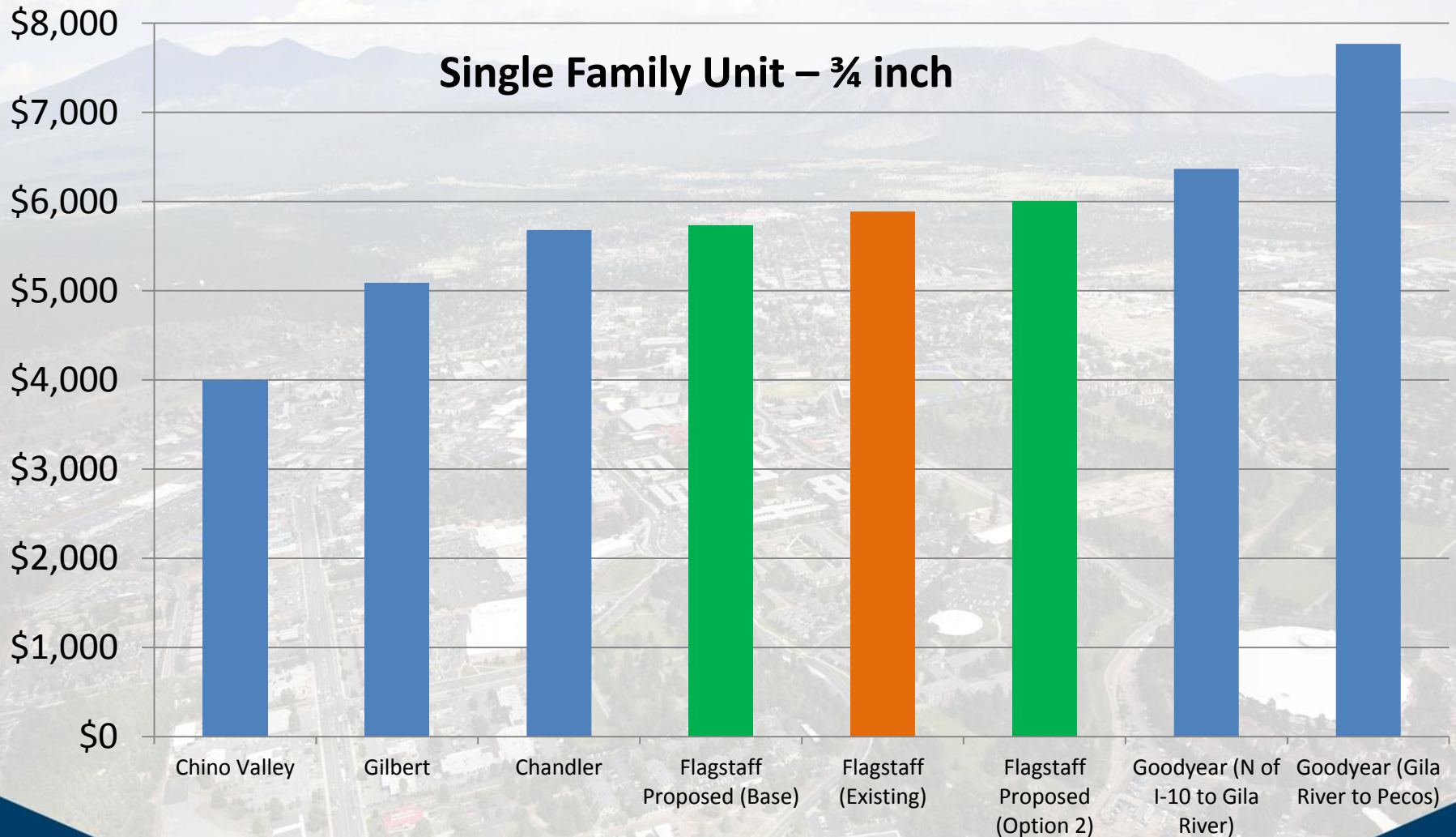
Sewer Capacity Fee Demand Summary

	Capacity
Gallons of Peak Day Water per Residential Connection	286
Percentage of Water Returned to Wastewater System	<u>90%</u>
Gallons per Peak Day per Residential Connection	258

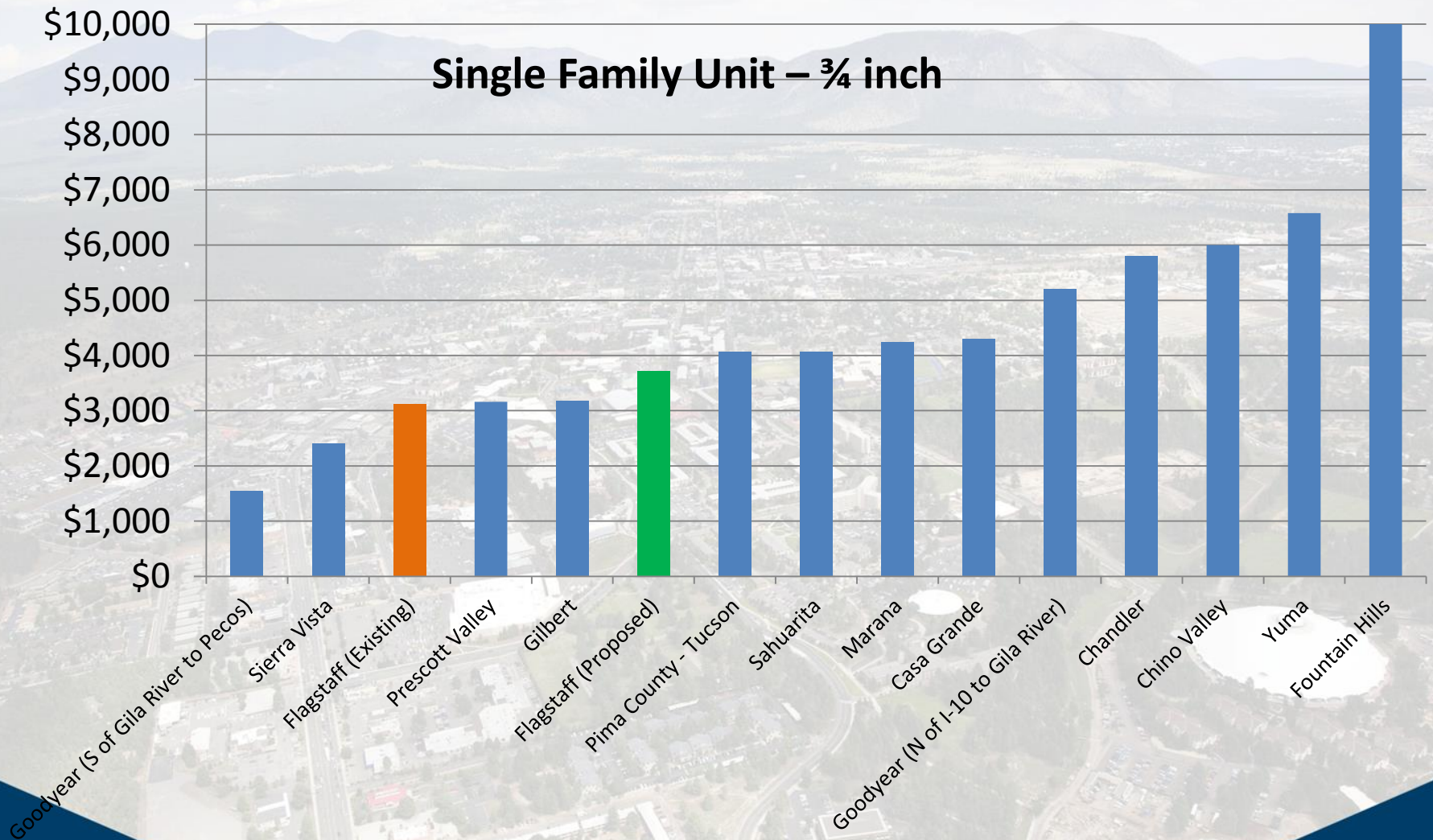
Sewer Capacity Fees

Meter Size (inches)	Proposed Fee	Current Fee
¾	\$3,723	\$3,126
1	6,218	5,210
1 ½	12,399	10,419
2	19,845	16,671
3	37,233	31,257
4	62,068	52,095
6	124,099	104,191
8	198,566	166,705
10	285,468	239,639

Comparison of Water Development Fees - AZ



Comparison of Sewer Development Fees - AZ



POSSIBLE REASONS FOR DIFFERENCES IN DEVELOPMENT FEES

- Persons per household and water use
- Lot size
- Age of system
- Changes in elevation
- Surface water versus ground water
- Depth of wells
- Treatment standards/methods
- Area (acres) covered by the system
- Subsidization through rates or other revenue sources



NEXT STEPS



NEXT STEPS

- *10-6-2015 – City Council Public Hearing*
 - 10-13-2015 – additional meeting*
 - 10-20-2015 – additional meeting*
 - 11-03-2015 – 1st Read of Ordinance, upon Council direction*
- *Early 2016 - Proposed Rates Effective*



QUESTIONS



CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: McKenzie Jones, Sustainability Specialist
Co-Submitter: Elizabeth Emery, Open Space Specialist
Date: 09/30/2015
Meeting Date: 10/06/2015



TITLE:

Consideration and Adoption of Resolution No. 2015-34: A resolution adopting the Picture Canyon Management Plan.

RECOMMENDED ACTION:

- 1) Read Resolution No. 2015-34 by title only
- 2) City Clerk reads Resolution No. 2015-34 by title only (if approved above)
- 3) Adopt Resolution No. 2015-34

Executive Summary:

The City acquired 478 acres at Picture Canyon Natural and Cultural Preserve in 2012 using funds from the 2004 voter-approved Open Space bond and a 2012 Arizona State Parks Growing Smarter Grant. As part of the acquisition process, a conservation easement was granted to Arizona State Parks which specifically outlines construction, access, and development limitations at the Preserve. Additionally, the acquisition process requires that a management plan be in place to guide management activities and projects at the Preserve.

Financial Impact:

This decision has no financial impact on the City.

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
- 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

REGIONAL PLAN:

Goal E&C.4. Integrate available science into policies governing the use and conservation of Flagstaff's natural resources.

Goal E&C.6. Protect, restore, and improve ecosystem health and maintain native plant and animal community diversity across all land ownerships in the Flagstaff region.

Goal E&C.8. Maintain areas of natural quiet and reduce noise pollution.

Goal E&C.9. Protect soils through conservation practices.

Goal E&C.10. Protect indigenous wildlife populations, localized and larger-scale wildlife habitats, ecosystem processes, and wildlife movement areas throughout the planning area.

Goal OS.1. The region has a system of open lands, such as undeveloped natural areas, wildlife corridors and habitat areas, trails, access to public lands, and greenways to support the natural environment that sustains our quality of life, cultural heritage, and ecosystem health.

Goal CC.1. Reflect and respect the region's natural setting and dramatic views in the built environment.

Goal CC.2. Preserve, restore, and rehabilitate heritage resources to better appreciate our culture.

Goal LU.3. Continue to enhance the region's unique sense of place within the urban, suburban, and rural context (Policy LU.3.3).

Goal WR.6. Protect, preserve, and improve the quality of surface water, groundwater, and reclaimed water in the region.

Goal CC.2. Preserve, restore, and rehabilitate heritage resources to better appreciate our culture.

Goal ED.7. Continue to promote and enhance Flagstaff's unique sense of place as an economic driver.

Goal REC.1. Maintain and grow the region's healthy system of convenient and accessible parks, recreation facilities, and trails.

Has There Been Previous Council Decision on This:

On June 7, 2011, Council adopted Resolution 2011-22 in support of the preservation of Picture Canyon. On April 3, 2012, Council adopted Resolution 2012-12 to reclassify Picture Canyon for conservation purposes. On October 16, 2012, Council adopted Ordinance 2012-16 authorizing the purchase of Picture Canyon. On July 15, 2014, Council adopted Resolution 2014-29 in support of dedicating two trails in Picture Canyon Natural and Cultural Preserve the "Tom Moody Trail" and "Don Weaver Trail". On April 7, 2015, Council adopted Resolution 2016-09 in support of applying for \$74,446 of Recreation Trails Program grant funds to fund trail system improvement projects at Picture Canyon.

Options and Alternatives:

Option A – Adopt Resolution No. 2015-34 as submitted and authorize adoption of the Picture Canyon Management Plan.

Option B – Do not adopt Resolution No. 2015-34 and do not authorize adoption of the Picture Canyon Management Plan.

Background/History:

As critical wildlife habitat and a popular recreation corridor, Picture Canyon is a natural and cultural amenity for the northern Arizona community. Efforts to formally protect Picture Canyon started decades ago. A milestone was achieved in April 2012 when the Flagstaff City Council approved the application to acquire Picture Canyon for conservation purposes through the Growing Smarter Grant process with Resolution 2012-12. As part of the acquisition process, a conservation easement was granted to Arizona State Parks which specifically outlines construction, access, and development limitations at the Preserve. Additionally, the acquisition process requires that a management plan be in place to guide management activities and projects at the Preserve.

Key Considerations:

Given that Picture Canyon Natural and Cultural Preserve is a very complex property with extensive cultural resources, Rio de Flag watershed implications, and sensitive wildlife habitat areas, there are various management requirements and considerations associated with managing the property and remaining compliant within local, state, and federal regulations. The Management Plan identifies specific management considerations and action items to improve the Preserve, while remaining within the legal parameters of the Arizona State Parks conservation easement. The Plan identifies five management goals for the Preserve:

- Maintain, protect, and restore watershed health, including the Rio de Flag and associated wetland zones.
- Maintain and protect diverse and healthy wildlife populations.
- Protect all cultural resources present.
- Provide opportunities for public use.
- Maintain and develop partnerships that facilitate resource management and protection.

Expanded Financial Considerations:

This decision has no financial impact on the City. Action items identified in the Plan are necessary to support and maintain compliance with the Conservation Easement. Action items will be funded by a variety of sources including the Sustainability Program Open Space authorized budget, the Recreational Trails Program grant, and volunteer assistance.

Community Benefits and Considerations:

Having an exhaustive management plan for Picture Canyon will allow staff to quickly address community concerns at the Preserve because appropriate processes will be in place. Specific chapters outline processes to improve public access, treat invasive species, and enhance forest health and public safety by treating forest resources. These actions and processes directly benefit the Flagstaff community by reducing the risk of catastrophic wildfire and the spread of invasive species to adjacent properties.

The action items included in the Picture Canyon Management Plan, including improving the trail system at Picture Canyon by constructing and maintaining trails, naturalizing roads, and installing trail markers and educational signs, will help protect cultural resources and improve visitor experiences at Picture Canyon. Additionally, these projects will provide an opportunity for members of the Flagstaff community to learn about geology, ecology, hydrology, and archaeology while engaging in outdoor recreation. Well-constructed trails benefit the community by providing opportunities for outdoor recreation within their neighborhoods.

Community Involvement:

Collaborate - Staff worked with many community partners to develop the Picture Canyon Management Plan, including natural and cultural resource management experts from Arizona Game and Fish Department, State Historic Preservation Office, Museum of Northern Arizona, Flagstaff Fire Department, Coconino National Forest, Arizona State Parks, Arizona State Museum, and affiliated tribes. Experts from these agencies drafted entire chapters of the Plan while also reviewing and editing subsequent drafts until content was complete. Collaborating with experts from community partners ensures that the best available science and management practices are included in the Plan.

On August 27, 2015, the City of Flagstaff Open Spaces Commission unanimously voted to recommend the Picture Canyon Management Plan for adoption by Council. On September 16, 2015, the Heritage Preservation Commission reviewed the Plan and had no questions or comments.

Expanded Options and Alternatives:

Option A – Adopt Resolution No. 2015-34 as submitted and authorize adoption of the Picture Canyon Management Plan. This option allows staff to implement collaborative processes for managing the Preserve using best available science and management practices.

Option B – Do not adopt Resolution No. 2015-34 and do not authorize adoption of the Picture Canyon Management Plan. This option would result in staff continuing to conduct management efforts at the Preserve without the guidance of a management plan.

Attachments: Res. 2015-34
 Plan

RESOLUTION NO. 2015-34

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF
ADOPTING THE MANAGEMENT PLAN FOR PICTURE CANYON NATURAL
AND CULTURAL PRESERVE**

RECITALS:

WHEREAS, the City of Flagstaff purchased 478 acres of State Trust lands at Picture Canyon Natural and Cultural Preserve (the Preserve) on October 30th, 2012 as designated open space; and

WHEREAS, the City of Flagstaff is dedicated to promoting recreational uses at the Preserve that are developed with the protection of natural and cultural resources for the enjoyment and education of future generations; and

WHEREAS, the Arizona State Parks acquisition process requires that a management plan be in plan to guide management activities and projects at the Preserve.

ENACTMENTS:

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS
FOLLOWS:**

Section 1. That the Flagstaff City Council hereby adopts the Picture Canyon Natural and Cultural Preserve Management Plan.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 6th day of October, 2015.

MAYOR

ATTEST:

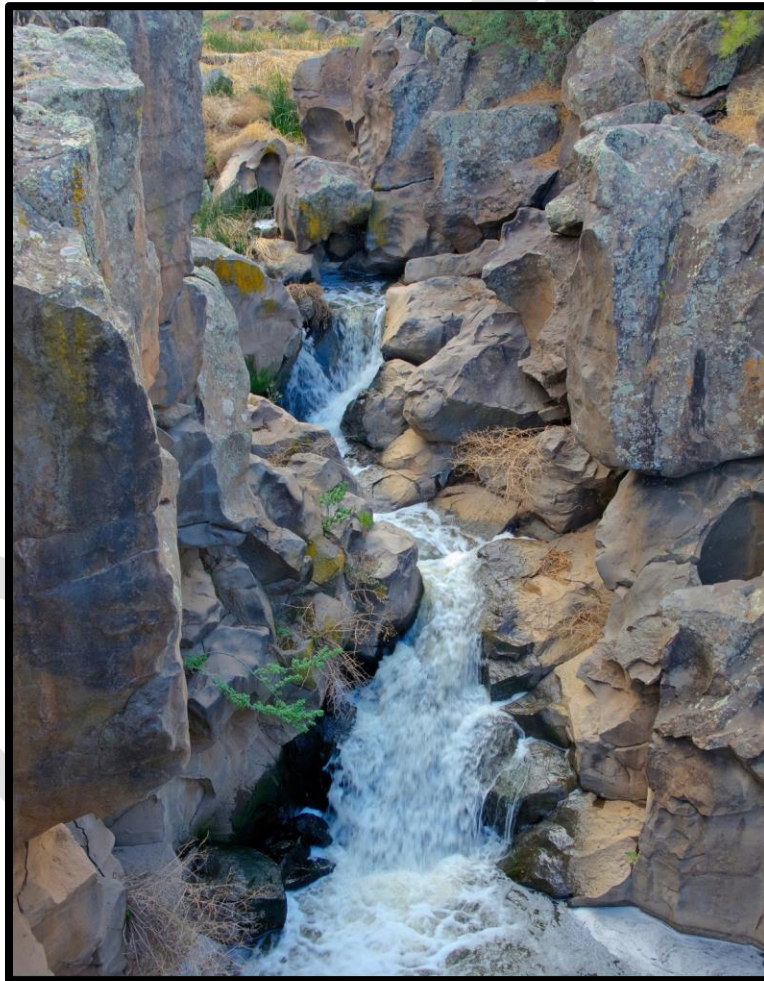
CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Picture Canyon Natural & Cultural Preserve Management Plan

September 2015



Waterfall at Picture Canyon © Tom Bean

**Prepared By:
City of Flagstaff Sustainability Program
211 W. Aspen Avenue
Flagstaff, Arizona 86001**

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Executive Summary

The City of Flagstaff acquired the 478 acre Picture Canyon Natural and Cultural Preserve in October 2012 with funding from the 2004 voter-approved Open Space bond and a 2012 Growing Smarter Grant through Arizona State Parks. Picture Canyon is an important cultural site in the Flagstaff region, given that it was inhabited by the northern Sinagua for nearly 600 years. Approximately 100 separate petroglyph panels and nearly 800 individual petroglyph images are pecked into the Canyon's walls and basalt boulders. Additionally, due to Picture Canyon's location within City limits and proximity to multiple neighborhoods, the Preserve serves as a popular recreation area and a "neighborhoods" for local residents. As landowners, it is imperative that the City of Flagstaff manage the Preserve in a way that does not materially degrade any of the natural or cultural resources present.

City of Flagstaff Staff worked with many community partners to develop the management plan and ensure it is accurate, timely, and contains the best management practices. Representatives from Arizona Game and Fish Department, Flagstaff Fire Department, Coconino National Forest, Museum of Northern Arizona, Coconino County, State Historic Preservation Office, Arizona State Parks, Arizona State Museum, and affiliated tribal liaisons were involved in developing this management plan.

This management plan provides an overall framework to sustainably manage Picture Canyon's natural, archaeological, ecological, and recreational resources to minimize conflict. This plan identifies management objectives, policies, and actions to be considered in the management of Picture Canyon Natural and Cultural Preserve.

Overall Management Goals: The Picture Canyon Management Plan includes a number of specific resource-related objectives, policies, and management activities. However, there are 5 overall management goals that will guide management of the Preserve. These goals are:

1. To protect all cultural resources present within the Preserve.
2. To maintain, protect, and restore watershed health within the Preserve, including the Rio de Flag and associated wetland and riparian zones.
3. To maintain and protect diverse and healthy wildlife populations within the Preserve.
4. To provide opportunities for public use of the Preserve through passive recreational use, resource interpretation, education, scientific research, and other compatible activities in a manner that is consistent with the preservation of the conservation values of the site and the management goals.
5. To maintain and develop partnerships that facilitate resource management and protection within the Preserve.

The management prescriptions included herein apply to all lands within the Picture Canyon Natural and Cultural Preserve as of the date of plan adoption. These management principles can also be applied to any additional adjacent lands acquired and incorporated into the Preserve.

Plan Organization: The Picture Canyon Management Plan is organized into 5 core sections to address the resources, uses, and values of the Preserve.

Section One: Management Coordination

This section outlines the working relationship between the various stakeholders involved in the management of the Preserve and the roles associated with each of those groups.

Section Two: Natural Resources

This section outlines objectives, policies, and planned actions related to the protection of the Preserve's natural resources, including water, vegetation, and wildlife resources.

Section Three: Cultural Resources

This section outlines policies that will be implemented to protect the archaeological and cultural resources present at the Preserve.

Section Four: Public Use and Facility Development

This section outlines public uses that will be allowed within the Preserve as well as the accompanying facilities needed to support those uses.

Section Five: Priority Action Plan

This section outlines maintenance and management actions that will be implemented in the initial two-year period following adoption of this plan.

1.0 Internal Management Coordination

Introduction: The day-to-day operations of the Preserve are coordinated by City of Flagstaff staff and supported by: (1) an internal City workforce; (2) the Picture Canyon Working Group; (3) the City of Flagstaff Open Spaces Commission; (4) the Flagstaff Police Department; (5) the Flagstaff Fire Department; (6) the Coconino County Sheriff's Office; (7) the Summit Fire Department; and (8) volunteers.

Staffing: City staff will oversee all Preserve operations pertaining to but not limited to: (1) forest health; (2) policy enforcement; (3) volunteer efforts; (4) permitting; (5) resource management; and (6) facility development. The Preserve staff will include:

Open Space Specialist: The Open Space Specialist will provide resource management in accordance with the conservation values and regulatory requirements of the Picture Canyon Natural & Cultural Preserve. The Open Space Specialist oversees, and directly implements or facilitates all management activities within the Preserve, including budgeting, planning, implementing, reporting, and monitoring. The Open Space Specialist coordinates with Parks, Real Estate, and community partners to establish property boundaries, install fencing, decommission existing roads, restore native vegetation, and provide signs throughout the Preserve. The Open Space Specialist also manages Preserve volunteer activities, such as invasive weed removal projects, community cleanups, and trail days, as well as coordinates community marketing, outreach, and education efforts. The Open Space Specialist position is housed in the Sustainability Program within the City of Flagstaff's Public Works Department.

The responsibilities of the individuals, organizations, and/or agencies involved in the management of the Preserve will be as follows:

City of Flagstaff Open Space Commission: The Open Space Commission consists of nine voting members – seven Council-appointed members and a representative from the Planning and Zoning Commission as well as the Parks and Recreation Commission. The Commission serves as an advisory body on the acquisition, management, use, restoration, enhancement, protection, and conservation of open space land. The Open Space Commission will provide guidance to the Open Space Specialist regarding the management of the Preserve.

City of Flagstaff Heritage Preservation Commission: The Heritage Preservation Commission consists of seven members appointed by the City Council and includes technical professionals, historic property owners, and members of the general public. The Commission, and sometimes the Historic Preservation Officer, is formally responsible for the treatment of cultural and historic resources in Flagstaff, including impact mitigation measures, and is also responsible for determining the appropriateness of any proposed improvements within the Landmarks Overlay District (which includes Picture Canyon).

Picture Canyon Working Group: The Picture Canyon Working Group (PCWG) meets monthly and consists of representatives from across the community with a clear and immediate interest in land use and management at Picture Canyon. The Picture Canyon Working Group assists the City of Flagstaff with the following goals:

1. Maintain a functional stakeholder's group for collective, mutually acceptable, long-range management for the lands in the Greater Picture Canyon area.
2. Create a forum to coordinate the management activities of the individual stakeholders to achieve collective management outcomes.
3. Create a platform from which joint ventures and partnerships can be launched.

The mission of PCWG is to actively provide stewardship and technical assistance in support of the long term management of the Picture Canyon Natural and Cultural Preserve. The vision of the PCWG is to support the long-term conservation of Picture Canyon. PCWG participants include representatives from federal, state, and local governments and agencies, nonprofits, educational institutions, individuals, businesses, and local community organizations.

The goals of the PCWG include:

1. Support and enhance educational, recreational, and interpretive facilities.
2. Provide public outreach and programming that promotes an understanding of the natural and cultural history of Picture Canyon.
3. Support and advocate for the cultural and ecological health of the Preserve.
4. Provide technical assistance on topics including natural resources, archaeological and cultural resources, and public use and facility development.

Arizona State Parks: As the recipient of an Arizona State Parks Growing Smarter Grant, the City of Flagstaff has conveyed a conservation easement to Arizona State Parks that allows for passive recreation and requires reasonable public access.

Arizona Trail Association: The Arizona Trail Association operates a trail steward program and will continue to be the official stewards of the section of the Arizona Trail that travels through the Preserve. Arizona Trail stewards regularly monitor and maintain their trail segments.

City of Flagstaff Internal Task Force: The Internal City Task Force will consist of members from City departments including: (1) Sustainability; (2) Fire; (3) Police; (4) Utilities; (5) Parks; (6) Recreation; (7) Planning; and (8) Risk Management. This Task Force will meet quarterly to discuss issues related to the management of the Preserve.

Flagstaff Police Department: The Flagstaff Police Department will provide police assistance on the Preserve lands located within the City of Flagstaff.

Flagstaff Fire Department: The Flagstaff Fire Department will provide fire and emergency assistance on the Preserve lands located within the City of Flagstaff.

Coconino County Sheriff's Office: The Coconino County Sheriff's Office will provide police assistance in partnership with the Flagstaff Police Department.

Summit Fire Department: The Summit Fire Department will provide fire and emergency assistance in partnership with the Flagstaff Fire Department.

Volunteers: Volunteers will be utilized when appropriate. Tasks assigned to volunteers will be consistent with the skills and expertise of the individual and may include activities ranging from coordination of interpretive programs to trail maintenance.

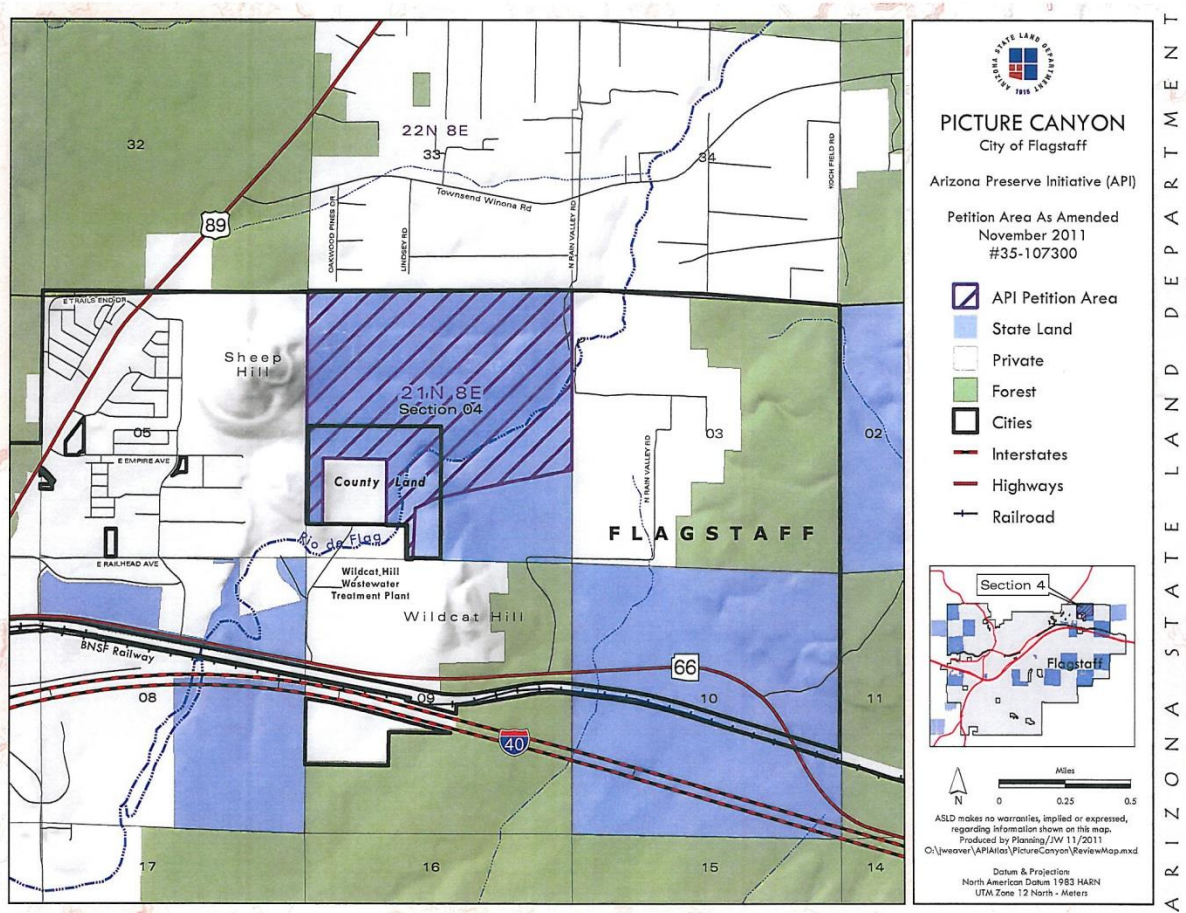


Figure 1: Picture Canyon Preserve location and vicinity map. The City owns the entire 478 “API Petition Area” indicated above, but there is a County island within the Preserve.

2.0 Natural Resources

Introduction: Central to the overall management of Picture Canyon will be the effective management of its natural resources. The water, wildlife, vegetation and geologic resources are important factors that supported the acquisition of the property and the establishment of the Preserve. To ensure the protection of the biological, physical, and visual resources, specific management objectives, policies, and planned management actions have been identified. These plan elements are outlined in this section of the Management Plan.

2.1 Water Resources

Management Objective: The Preserve will be managed to maintain or improve surface and ground water quality, surface water flow, and ground water levels within the Rio de Flag to sustain watershed health including the wetlands and riparian zone.

Summary of Current Conditions: Flowing in a northerly and northeasterly direction, the Rio de Flag is a water feature that meanders through Picture Canyon providing nearly five acres of healthy riparian and wetland habitat for plants and animals as well as important ecological services, including pollutant filtration (Image 1-A). A 20-year water right agreement between Arizona Game and Fish and the City of Flagstaff ensures an ongoing supply of water is released into the Rio de Flag immediately upstream from Picture Canyon as long as the agreement is active.

Policies: The following policies apply to the management of water resources.

- The City of Flagstaff will maintain the right to surface and ground water resources present within the existing Preserve and within additional lands that may be added to the site in the future.
- Activities and/or uses that materially diminish the quality, quantity, or duration of flow of surface or ground water will not be permitted.
- The City of Flagstaff will be an active participant in efforts to protect and enhance the surface and ground water resources associated with the overall Picture Canyon watershed.
- Water elevations and vegetation within the pond should be managed to sustain a healthy habitat mix of open water with a vegetated margin. Prolonged periods of low water in the pond will allow emergent vegetation to invade the deeper portions of the pond and degrade open water habitat. Mechanical manipulation of the vegetation may be required to achieve this goal over the long term.

Planned Management Actions: The following actions related to the management of water resources are planned.

- Continued release of water from the Flagstaff Wildcat Wastewater Treatment Plant in accordance with the requirements of the agreement between the City of Flagstaff and Arizona Game & Fish Department that provides a weekly average of 100 gallons per minute of Class A reclaimed water based on a weekly hourly average.
- Cooperation with the Arizona Department of Environmental Quality (ADEQ) and City of Flagstaff Utilities related to the monitoring of surface and ground water quality within the Preserve.

2.2 Vegetative Resources

Management Objective: The Preserve will be managed to protect and enhance the native plant communities present on the site.

Summary of Current Conditions: Picture Canyon contains a riparian corridor that displays hanging gardens of Arizona grape and a stream edge of smartweed. Beyond the stream edge are clusters of mature oak trees and ponderosa pine trees. Along the shaded cliffs are colonies of Arizona walnut trees. The Preserve is home to banana yucca, apache plume, piñon, wolfberry, and cliff rose. Forest openings reveal grama grass, penstemon, Indian paintbrush, buckwheat, wax currant, and Wheeler's thistle.

Policies: The following policies apply to the management of vegetative resources.

- Upon the expiration of the existing Arizona State Land Department grazing lease on December 17, 2014, livestock grazing within the Preserve will be prohibited.
- Public use of the Preserve will be restricted to levels that do not materially degrade or alter the site's vegetative resources. Public use will be consistent with reasonable public access, as outlined by the Arizona State Parks conservation easement. If public access restrictions are undertaken to ensure vegetative health, Arizona State Parks will be notified.

Planned Management Actions:

- Utilize volunteer groups to conduct vegetation inventory surveys on an ongoing basis.
- Re-establish and maintain cottonwood/willow and rush/sedge vegetation communities along the stream channel to increase habitat availability for birds.

- Use photography as an analytical tool from established photo monitoring points to determine the nature and extent of vegetative changes resulting from the management prescriptions and programs being implemented.
- Implement native plant restoration programs or pilot projects utilizing the City of Flagstaff's resources or the resources of cooperating agencies and organizations.
- Maintain consultation with representatives of affiliated tribes regarding plant resources and restoration efforts.



Figure 2: After stream meander restoration. © Tom Bean

2.3 Forest Health

Management Objective: The Preserve will be managed to achieve a Desired Future Condition (DFC) of our forest that enhances community well-being by:

- Protecting the community from catastrophic wildfire and post-fire impacts by reducing fire hazard and quickly mitigating post-fire effects.
- Ensuring forest sustainability by improving individual tree vigor and long-term forest health.
- Maintaining or enhancing the unique archaeological values, aesthetic qualities, recreational opportunities, watershed values, wildlife habitat, native plant diversity, and other features of the Preserve.
- As much as possible, maintain a full and natural range of tree age and density.

Summary of Current Conditions: Results from a study in the Ft. Valley area north of Flagstaff (Figure 3), shows that ponderosa pine increased from 22.8 trees per acre in 1876 to 1,253.5 trees per acre in 1992 (Covington et al. 1994). These conditions are comparable to the conditions at the Preserve, which has experienced parallel land use and history. This influx of small diameter trees from several dominant cohorts has produced a continuous canopy cover at the time of plan adoption. In 1876, 19% of the surface area was under pine canopy, with the balance (81%) representing grassy openings. In 1992, pine canopy covered 93% of the area with only 7% left in grassy openings. Some areas in the region have seen a much greater increase in the number of small pines than depicted in this single study. That range is largely due to differences in site condition. Canopy cover greatly affects under-story plant diversity and water run-off.

DBH class (in)	Trees per acre 1876	Trees per acre 1992	BA per acre 1876	BA per acre 1992
0-4	0.9	945	0.0	20.6
4-8	2.6	243	0.5	47.7
8-12	2.8	46	1.5	25.1
12-16	3.6	6.7	3.8	7.2
16-20	5.1	1.6	9.0	2.8
20-24	3.7	2.5	9.8	6.6
24-28	3.2	2.4	11.8	8.8
28-32	1.2	4.1	5.9	20.1
32-36	0.4	1.7	2.5	10.7
36-40	0.6	0.3	4.7	2.4
40-44	0.3	0.2	2.9	1.9
Total	24.6	1253.5	52.5	154.0

Figure 3: Data extrapolated from a study in the Ft. Valley area illustrating the change in ponderosa pine trees per acre and basal (1876 to 1992).

Policies: The following policies apply to the management and facilitation of forest health.

- Public use of the Preserve will be restricted to levels that do not materially degrade or alter the site's forest resources. Public use will be consistent with reasonable public access, as outlined by the Arizona State Parks conservation easement. If public access restrictions are undertaken to ensure forest health, Arizona State Parks will be notified.
- The risk of damage from insects and disease, unnaturally destructive wildfire, and subsequent post fire impacts such as flooding will be reduced.

- Forest health management activities will be planned and implemented by the Flagstaff Fire Department Wildland Fire Management division. The Flagstaff Fire Department will coordinate with the Open Space Specialist and notify that person when activities begin.
- The Flagstaff Fire Department will refrain from damaging known and identified archaeological resources during forest health management activities.

Planned Management Actions:

- The Flagstaff Fire Department, in consultation with other technical experts as they deem necessary, will develop site specific prescriptions to reduce the risk of catastrophic wildfire and move stand conditions toward the natural range of variability along a path of forest restoration.
- As far as possible, maintain near natural densities of snags, spike tops, lightning scarred trees, downed logs, and oaks.
- Management activities will be implemented to create a tree group forest structure with clumps and groups of trees with some interlocking crowns and a multi-story structure, interspersed with openings and interspaces that more closely resembles conditions which existed prior to interruption of the historic fire regime.
- Trees targeted for removal will be those which show signs of poor vigor, are suppressed or are suppressing otherwise healthy trees, are themselves damaged, deformed, diseased or create a ladder fuel effect into the overstory canopy, are invasive species, or are damaging, or threaten to damage, archeological resources. The value of these trees as wildlife habitat will be taken into account during planned treatments.
- Forest Management activities will be conducted in accordance with:
 1. Applicable sections of the Flagstaff Zoning Code, adopted by City Council November 1, 2011, including the Flagstaff Fire Department Firewise Process (Appendix 5.020)
 2. Goals identified in the National Cohesive Wildland Fire Management Strategy:
 - a. Resilient Landscapes
 - b. Fire Adapted Communities

c. Wildfire Response

3. The Greater Flagstaff Community Wildfire Protection Plan (CWPP), adopted by City Council December 2004;
 4. The Governor's Statewide Strategy for Restoring Arizona's Forests, June 2007;
 5. Flagstaff Wildland Urban Interface Fire Code, adopted by City Council April 2008;
 6. The General City-wide Forest Stewardship Plan, Sept 2009;
 7. The Community Conversation on Sustainability, Healthy Forests – Healthy Communities, Nov 2010; and
 8. Site specific vegetation management plan(s), if required.
- Establishment of natural regeneration may be permitted in openings, so long as doing so does not disrupt natural site diversity, increase fire threat, or threaten/eliminate unique aspects of the Preserve.
 - With advance approval from the Open Space Specialist as required by the Arizona State Parks conservation easement, broadcast burning may occur to reduce surface fuel levels, accelerate recycling of nutrients, foster native grass and shrub development, and as the primary tool to maintain forest structure. Where possible, this should be repeated approximately every 3 - 10 years to mimic natural conditions and historic fire return intervals in the region.
1. Flagstaff Fire Department must consult with an Arizona Antiquities Act-permitted archaeological consultant prior to broadcast burning operations.
 2. In dense cultural resource areas, hand thinning will be the primary mechanism for treatment to reduce impacts. However, mechanized treatment techniques may be utilized in sparse cultural resource areas.
 3. Any and all broadcast burning will be planned, coordinated and implemented by the Flagstaff Fire Department.

2.4 Noxious and Invasive Weed Management

Management Objective: Arizona state law requires the control and/or eradication of weeds and the use of weed management plans as a tool for displaying compliance or intention of compliance. These legal requirements were created for the protection of land owners and real estate values of adjacent lands.

Summary of Current Conditions: Vegetation is dominated by ponderosa pine throughout the Preserve. However, Gambel oak (*Quercus gambelii*), pinyon pine (*Pinus edulis*), Arizona walnut (*Juglans major*), and many juniper species, including Alligator, one seed, and Rocky Mountain (*Juniperus deppeana*, *Juniperus monosperma*, and *Juniperus scopulorum* respectively) are present within the transition zone. Meadows are scattered through the Preserve as the soil is primarily composed of coarse cinders, which are unfavorable to the establishment of dense grasslands. There are some areas dominated by blue grama (*Bouteloua gracilis*) and squirreltail (*Elymus elymoides*). When the Preserve receives a large amount of summer precipitation, annual goldeneye (*Viguiera annua*) can be found in late summer.

The Preserve represents an opportunity for controlling infestations of one or more serious economic and environmental weed threats to Flagstaff and the surrounding area.

Current noxious infestations within the Preserve that warrant management attention are presented in Figure 4.

Scientific Name	Common Name	USDA Species Code	Total Area (acres)	APRS Ranking	Targeted for Treatment
<i>Cirsium vulgare</i>	Bull thistle	CIVU	1.3	2	X
<i>Bromus tectorum</i>	Cheatgrass	BRTE	4.3	3	
<i>Taraxacum officinale</i>	Common dandelion	TAOF	2.9	3	
<i>Verbascum thapsus</i>	Common mullein	VETH	2.5	2	
<i>Linaria dalmatica</i>	Dalmatian toadflax	LIDA	5.8	3	
<i>Centaurea diffusa</i>	Diffuse knapweed	CEDI3	5.6	1	X
<i>Convolvulus arvensis</i>	Field bindweed	COAR4	0.001	1	X
<i>Marrubium vulgare</i>	Horehound	MAVU	8.3	2	X
<i>Bassia scoparia</i>	Kochia	BASC5	6.7	1	X
<i>Erodium cicutarium</i>	Redstem filaree	ERIC6	0.002	3	
<i>Salsola tragus</i>	prickly Russian thistle	SATR12	6.7	1	X
<i>Salsola collina</i>	slender Russian thistle	SACO8**			
<i>Onopordum acanthium</i>	Scotch cottonthistle	ONAC	13.2	1	X
<i>Sisymbrium altissimum</i>	Tall tumbled mustard	SIAL2	1.3	2	
<i>Tragopogon dubius</i>	Yellow salsify	TRDU	0.7	3	
<i>Centaurea solstitialis</i>	Yellow star-thistle	CESO3	0.6	1	X
<i>Melilotus officinalis</i>	Yellow sweetclover	MEIN2	In uplands only	2	
Total Area with Weeds Present*: ~30 acres	Percentage of Floodplain with Weeds Present: 61%				

Figure 4: Target Invasive Species¹

* Total Area less than sum of individual areas due to patch overlap.

**Both *Salsola tragus* and *Salsola collina* were found on the property, but will be managed identically.

Policies: The following actions related to noxious and invasive weed management are planned.

- Eliminate noxious weeds wherever possible. When elimination is not possible, contain or limit the spread of noxious weeds.
- Routinely monitor noxious and invasive plant species within the Preserve and utilize Early Detection and Rapid Response (EDRR) to implement species-specific eradication programs if/when these species develop substantial populations.
- Coordinate with community partners regarding weed removal efforts.²
- Use biocontrol methods that target specific non-native and invasive weed species, upon express written approval of the Open Space Specialist.

¹ Noxious Weed Management Plan, 2009

² Noxious Weed Management Plan, 2009

Planned Management Actions: The following activities will encompass efforts leading to an integrated weed management plan for the Preserve:

- Control Applications: The integrated weed management strategy will incorporate active methods to control weeds within the Preserve, including application of herbicides and mechanical removal to provide short-term management. Newly germinated weeds will be eradicated by applying herbicides and using other physical control methods.³ Annual species are best treated in the spring soon after their emergence, whereas perennial species may be treated later in the growing season. Mowing and early herbicide treatment will be timed to minimize seed production. Mowing will avoid archaeological sites. A long-term strategy of establishing competing vegetation, especially native grasses and shrubs, will be implemented.
- Participation: The many phases of integrated weed management will call upon the participation of: local agencies, adjacent land owners and land managers, leaseholders, volunteer organizations, and educational institutions.
- Monitoring for Results: Weed populations will be monitored and evaluated both pre- and post-treatment to determine success and develop future weed management strategies specific to the Preserve. Visual surveys will be conducted in the early spring and throughout the growing season to evaluate success and the need for subsequent treatments. The objective will be to reduce both the total distribution and population size of target species over the project period. Perennial and annual species will be identified separately to guide subsequent treatments.
- Monitoring for Early Detection: The Preserve has avoided infestation by several invasive weed species so far, but it is likely to see colonization events at any time. Known potential threats include tamarisk spp. (*Tamarix*), Russian olive (*Elaeagnus angustifolia*), leafy spurge (*Euphorbia esula*), Canadian thistle (*Cirsium arvense*), periwinkle spp. (*Vinca*), and Russian knapweed (*Acroptilon repens*). Weed populations will be monitored as part of the Preserve's routine maintenance function to ensure early detection of invasive weeds and rapid response.

³ Herbicides planned for use within the project area include: (1) Rodeo; (2) Habitat; (3) Garlon 3A; and (4) LI700 surfactant. Additional herbicides that could be used in the upland area of the project area are: (1) Round Up; (2) Milestone; and (3) Plateau (Noxious Weed Management Plan, 2009).

2.5 Wildlife Resources

Management Objective: The Preserve will be managed to maintain and enhance a diversity of habitats that support native wildlife species. Emphasis will be placed on the protection of rare habitat types and special-status species.

Summary of Current Conditions: The Preserve contains a variety of geologic and vegetative characteristics, providing a unique diversity of wildlife habitats. Permanent water from the Wildcat Wastewater Treatment Plant creates important stream and wetland habitat for riparian-obligate breeding and migratory birds and waterfowl. Riparian habitats are critically important for wildlife species in the Southwest and comprise less than one percent of all land cover in Coconino County. Current wetland and riparian conditions in the Rio de Flag within Picture Canyon attract over 130 bird species,⁴ including raptors, waterfowl, shorebirds, wading birds, and migratory songbirds. Picture Canyon provides some of the best bird-watching opportunities within the region.

The wetland and riparian conditions in Picture Canyon provide foraging habitat and hiding cover for waterfowl, shorebirds, and songbirds. These habitats have been improved via on-going vegetation restoration efforts, including restoring riparian plants and structural complexity. Many small mammals and mesocarnivores also utilize riparian habitats. Oak woodlands and mature stands of ponderosa pine forest support substantial elk and mule deer use. The numerous decaying ponderosa pine snags in the canyon attract foraging peregrine falcons, wintering bald eagles, as well as an unusually high diversity of woodpecker species. Standing dead snags provide critical habitat for cavity nesting birds. During spring and fall migration, Picture Canyon attracts well over 100 different species of birds, including raptors, warblers, flycatchers, tanagers, sparrows, and hummingbirds. Basalt cliffs support habitat for bats, cliff-dwelling passerines, and reptiles. The uplands in Picture Canyon are also valuable to wildlife, especially the riparian zone, oak woodlands, and old-growth stands of ponderosa pine forest.

⁴ As identified by Northern Arizona Audubon Society

Name	Common Name	FWS	USFS	BLM	State
<i>Accipiter gentilis</i>	Northern Goshawk	SC	S	S	WSC
<i>Aquilegia desertorum</i>	Mogollon Columbine				SR
<i>Astragalus rusbyi</i>	Rusby's Milk-vetch		S		
CH for <i>Strix occidentalis lucida</i>	Designated Critical Habitat for Mexican spotted owl				
<i>Clematis hirsutissima</i>	Clustered Leather Flower		S		
<i>Erigeron saxatilis</i>	Rock Fleabane		S		
<i>Eumops perotis californicus</i>	Greater Western Bonneted Bat	SC	S	S	
<i>Falco peregrinus anatum</i>	American Peregrine Falcon	SC	S	S	WSC
<i>Gymnogyps californianus</i>	10J area for California condor				
<i>Haliaeetus leucocephalus</i>	Bald Eagle	SC, BGA	S	S	WSC
<i>Haliaeetus leucocephalus</i> (wintering pop.)	Bald Eagle - Winter Population	SC, BGA	S	S	WSC
<i>Hedeoma diffusa</i>	Flagstaff False Pennyroyal		S		SR
<i>Idionycteris phyllotis</i>	Allen's Lappet-browed Bat	SC	S	S	
<i>Myotis occultus</i>	Arizona Myotis	SC		S	
<i>Penstemon clutei</i>	Sunset Crater Beardtongue	SC	S		SR
<i>Phacelia serrata</i>	Cinder Phacelia	SC			
<i>Strix occidentalis lucida</i>	Mexican Spotted Owl	LT			WSC
<i>Zigadenus virens</i>	Green Death Camas				SR

Figure 5: Special status species occurrences/critical habitat/tribal lands within 5 miles of Picture Canyon.

Policies: The following policies apply to the management of wildlife resources within the Preserve.

- Actions necessary to protect endangered, threatened, or other special-status species (Figure 5), will be given high priority in the development and implementation of resource management programs.
- Public use will be managed to protect habitat and avoid adverse impacts to wildlife present on or adjacent to the Preserve. Notify Arizona State Parks if public use is restricted for the purpose of ensuring wildlife protection.
- Portions of the Preserve may be subject to temporary closure if deemed necessary for the protection of wildlife. Notify Arizona State Parks if public use is restricted for the purpose of ensuring wildlife protection.
- Picture Canyon is within game unit 11M. Hunting is prohibited within the Preserve due to its small size and the need to minimize conflicts with other recreational and educational activities.

Planned Management Actions:

- Develop and implement cooperative agreements with the Arizona Game and Fish Department when deemed appropriate for the management of wildlife resources.
- Develop and implement cooperative agreements with Northern Arizona University or other institutions as a way to establish and maintain wildlife surveys and monitoring programs within the Preserve.
- Develop and implement cooperative programs with non-governmental organizations to implement certain wildlife monitoring programs such as annual breeding bird surveys.
- Inventory wildlife before restoration activities begin and regularly complete wildlife surveys thereafter.
- Maintain, enhance, and/or restore wetlands for waterfowl, shorebirds, wading birds, songbirds, and possibly amphibians.
- Enhance the Preserve as an Arizona Watchable Wildlife Experience (AWWE) site including expanding wildlife viewing facilities.

3.0 Cultural Resources

Management Objective: The Preserve will be managed to preserve, protect, and interpret the cultural and historic resources present.

Summary of Current Conditions: The Preserve has archaeological sites that are on the National Register of Historic Places as well as resources that are not listed, but eligible, and must be protected to the same extent. On January 10, 2008 the Picture Canyon Archaeological Site (AZ I:14:346[ASM] and NA17897), located within the parcel, was placed on the National Register of Historic Places.⁵

The entire Preserve contains significant resources including (but not limited to) pre-historic and historical sites. Although possible Pre-Elden Phase (pre- A.D. 1150) rock art has been identified,

⁵ In 1978, Donald E. Weaver, Jr., archaeologist and rock art expert, assigned a single site number (NA17897) to the canyon's extensive petroglyphs; however, by today's standards, the features would be considered loci within a single site, given their proximity and continuity of cultural material. Therefore, in 1998 the Arizona State Museum applied the site number AZ I:14:346 (ASM) to the entire site, including petroglyphs, habitation features, and burial features (National Register of Historic Places, Picture Canyon Archeological Site, Flagstaff, Coconino County, AZ, National Register #07001349).

the Northern Sinagua culture left the most visible evidence within Picture Canyon and other areas of the Preserve. The Northern Sinagua occupied the Flagstaff area from A.D. 600 to A.D. 1400.⁶ Their petroglyphs gave Picture Canyon its modern name. Sinagua cave dwellings are below the canyon rim. Over 126 petroglyph panels, depicting 736 elements of archers, turtles, deer, elk, bighorn sheep, water birds, and geometric designs were made here by the Northern Sinagua (Figure 6).⁷ Archaeologists have cited it as the type site (or first scientifically documented example) for Northern Sinagua rock art⁸. Throughout the parcel, there are pit houses, rock shelters, above-ground dwellings, and pottery sherds.

Excavations were conducted in 1919 and 1921 by Harold S. Colton, founder of the Museum of Northern Arizona. These ruins and features were described by Colton in a 1932 *Bureau of American Archaeology Bulletin*. During Colton's visits to Picture Canyon, his work consisted of excavating burials and stone houses. An important dwelling, Porcupine Cave, had three rooms, a plastered wall, and a door when Colton first visited in 1919 (Figure 7). It has since been disturbed by looters and a low mound of rubble is all that remains of the internal walls.

The primary ceramic group found at Picture Canyon Preserve is Alameda Brown Ware, an undecorated pottery made from volcanic clays using a technique called paddle-and-anvil. The presence of other ceramics (Tusayan Gray Ware, San Francisco Mountain Gray Ware, Little Colorado White Ware, and Tusayan White Ware) reflects trade between the Northern Sinagua and neighboring groups such as the Cohonina to the west and Kayenta to the north.

The Preserve also contains the remnants of railroad beds that were part of the Greenlaw North line responsible for carrying timber into the Greenlaw lumber mill. The line was used during timber cutting operations in 1908 and 1909 and then abandoned.⁹ The remains of a train trestle made from large virgin timber can be found slumped on the rock above the Picture Canyon waterfall (Figure 8).

⁶ Prehistoric peoples like the Northern Sinagua were likely attracted to Picture Canyon because of the resources found there including reliable water, habitable caves and rock shelters, exploitable plant species, and proximity to arable land (National Register of Historic Places, Picture Canyon Archeological Site, Flagstaff, Coconino County, AZ, National Register #07001349).

⁷ National Register of Historic Places, Picture Canyon Archeological Site, Flagstaff, Coconino County, AZ, National Register #07001349

⁸ In addition to the Sinagua petroglyphs, Picture Canyon contains additional petroglyphs that may be of non-Sinagua origin, such as two unusually tall (40 to 46 cm) anthropomorphic figures located in Loci A and F. These figures do not resemble the rock art typically seen at Sinagua sites and their heavy weathering suggest greater age than the late Sinagua elements so prevalent at the site (National Register of Historic Places, Picture Canyon Archeological Site, Flagstaff, Coconino County, AZ, National Register #07001349).

⁹ In the first decade of the twentieth century, the Arizona Lumber & Timber Company constructed a logging railroad from its mill at Cliffs to the base of Turkey Hills. The line came to within 100 m of the southern boundary of the Preserve's archaeological site, but did not impact the prehistoric resource. Its grade can still be seen from the southwestern edge of the site (National Register of Historic Places, Picture Canyon Archeological Site, Flagstaff, Coconino County, AZ, National Register #07001349).

Policies: The following policies apply to the management and protection of archaeological cultural resources within the Preserve.

- City Policies: Per Section 10-30.30.060 of the Flagstaff Zoning Code, whether or not any other permit or approval is required, all development within the Landmarks Overlay District (which includes Picture Canyon Natural and Cultural Preserve) requires prior approval by the Heritage Preservation Commission, and sometimes the Historic Preservation Officer. Such approvals include a Certificate of Appropriateness, a Certificate of No Effect, or a Certificate of Economic Hardship. A project-specific Cultural Resource Study (different from the Cultural Resource Survey completed by Northland Environmental) is required to be submitted to the Heritage Preservation Commission prior to development within the Preserve. “Development” is defined to include most improvements, including some which do not require other permits. Cultural Resource Studies address either cultural or historic resources, or both, and are accepted by the Heritage Preservation Commission, and sometimes the City of Flagstaff Historic Preservation Officer.
 1. Impacts include:
 - a. Physical destruction or damage to all or part of the resource;
 - b. Alteration to all or part of the resource that is not consistent with applicable standards and guidelines;
 - c. Relocation or isolation of the cultural resource from its setting;
 - d. Alteration of the character of the cultural resource’s setting;
 - e. Introduction of visual, audible, or atmospheric elements that are out of character with the cultural resource or its setting; or
 - f. Neglect of a cultural resource resulting in its deterioration or destruction.¹⁰
 2. Per Section 10-30.30.060 of the Flagstaff Zoning Code, an impact is not considered significant if:
 - a. It does not alter the resource; or,
 - b. It is reversible; or,

¹⁰ City of Flagstaff Zoning Code, 30.30-14

- c. It is temporary.¹¹
- 3. Cultural Resource Studies for the Heritage Preservation Commission formally analyze:
 - a. The presence or potential presence of resources;
 - b. The significance of known or potential resources;
 - c. The integrity of known resources;
 - d. The potential impacts of the proposed development; and
 - e. They propose measures to mitigate such impacts.
- State Policies: If an activity will impact cultural resources within designated archaeological site boundaries at the Preserve, an Arizona Antiquities Act permit, issued by the Arizona State Museum, is required per ARS 41-841 et seq.

If an activity within the Preserve involves State-level funding or a state agency (e.g. Arizona Game and Fish Department), the lead agency must formally consult with the State Historic Preservation Office per the State Historic Preservation Act.
- Federal Policies: If an activity within the Preserve involves federal funding or a federal agency (e.g. National Park Service), the lead agency must formally consult with the State Historic Preservation Office per the National Historic Preservation Act.
- Facilities and improvements will be designed to avoid conflicts with known or potential cultural resource sites based on professional cultural resources surveys of Picture Canyon. In instances where it is not feasible to completely avoid conflicts, cultural resource sites will be mitigated in accordance with the recommendations of the Arizona State Museum (per ARS 41-841 et seq.), State Historic Preservation Office (SHPO)¹², the Flagstaff Zoning Code,¹³ tribal advisors,

¹¹ *Ibid*

¹² "In the event that avoidance, preservation and protection of the Register Eligible Site or Sites cannot be accomplished, purchaser shall ensure a Data Recovery Plan is developed in consultation with and acceptable to, the Arizona State Museum and the State Historic Preservation Office, or their successor agencies, and the Data Recovery is implemented and completed prior to the Register eligible Sites or Sites being affected. The artifacts and records recovered from the property shall be curated according to the Arizona State Museum (ASM) Conservation and Curation Standards as established in rules implementing the Arizona Antiquities Act. These conditions shall run with the land, and be binding on the purchaser's heirs, successors and assigns" (Cultural Resources Review for Application to Purchase State Land 53-115750-00-000, p.3).

and the working group. In situations where archaeological sites conflict with natural resources, archaeological sites take precedence in terms of maintenance and management.

- In accordance with resolution No. 2012-12 adopted by the City of Flagstaff City Council in April 2012, the City of Flagstaff will comply with applicable federal, state, and local laws, regulations, rules, standards, procedures, and guidelines governing the protection of cultural resources at the Picture Canyon Preserve.¹⁴

Planned Management Actions:

- The enforcement of applicable federal and state statutes related to the protection of cultural resources within the Preserve involves coordinating with the City of Flagstaff Heritage Preservation Commission, Arizona State Museum and State Historic Preservation Offices. Text of applicable Arizona Revised Statutes are included in Appendix A.
- Receive approval from the City Heritage Preservation Commission prior to implementing construction projects as required by the inclusion of Picture Canyon in the City of Flagstaff Landmarks Overlay District.
- Documentation and Inventory: Don Weaver, Jr. and Rupestrian Cyberservices completed a summary inventory of the petroglyphs that identified a minimum of 126 rock-art panels and 736 elements. Prior to that, Harold S. Colton assembled resources in a table form. In 2012, Northland Research surveyed the entire Preserve for cultural resources, resulting in discovery of several new archaeological features. Ultimately, this work results in a very basic level of documentation.
- Establish baseline documentation with significant detail of surface artifacts and feature conditions using volunteers.
- Arizona Site Stewards will periodically inspect sites within the Preserve to monitor established baseline conditions as a means of tracking potential vandalism and looting.
- Complete mapping and photo-documentation of the rock art panels. For a proper report to be completed, scale drawings of the elements and panels are needed, as well as additional analysis and archival research. The report would

¹³ "The appropriate type and scope of measures varies depending on the cultural resource and impacts, and shall be recommended based on the professional expertise of the preparer and the following..."(City of Flagstaff Zoning Code, 30.30-15)

¹⁴ Picture Canyon Cultural Resources Resolution, p.3

be the basis for creating an interpretive program also aimed at protecting the site. Vegetation currently obscures many basalt outcrops, which probably means that additional panels/elements may yet be found. One or more field schools would provide a means of completing the panel descriptions, scale drawings, and photo-documentation with the results being curated in a public facility. Utilize Arizona Site Stewards to map current conditions to establish a baseline. Archaeological resources should be recorded under the supervision of an Arizona Antiquities Act-permitted consultant.

- Refine and update planimetric map of the prehistoric architectural features located in Locus A of the prehistoric site. Archaeological resources should be recorded under the supervision of an Arizona Antiquities Act-permitted consultant.
- Map the extent of the cultural midden associated in Locus A with the prehistoric architectural features and document to current professional standards. Archaeological resources should be recorded under the supervision of an Arizona Antiquities Act-permitted consultant.
- Tribal Outreach: Maintain ongoing government-to-government consultation about management and interpretation with official representatives of associated tribes: Hopi Tribe, Navajo Nation, Yavapai Apache Nation, Prescott Yavapai Indian Tribe, Pueblo of Zuni, Havasupai Tribe.
- Preservation and Protection: Efforts are already underway to add educational and interpretive signs, and some informal monitoring is on-going.
 1. Remove or control brush that may threaten fire damage to petroglyph panels.
 2. Integrate monitoring program utilizing Arizona Site Stewards and volunteers from the Picture Canyon Working Group.
 3. Develop and install additional trail and interpretive signs as needed to designate the official trail system and communicate archaeological importance of the site. This will be completed in collaboration with interested community partners.
 4. Evaluate options for documentation, stabilization, and interpretation of the excavated pit house.

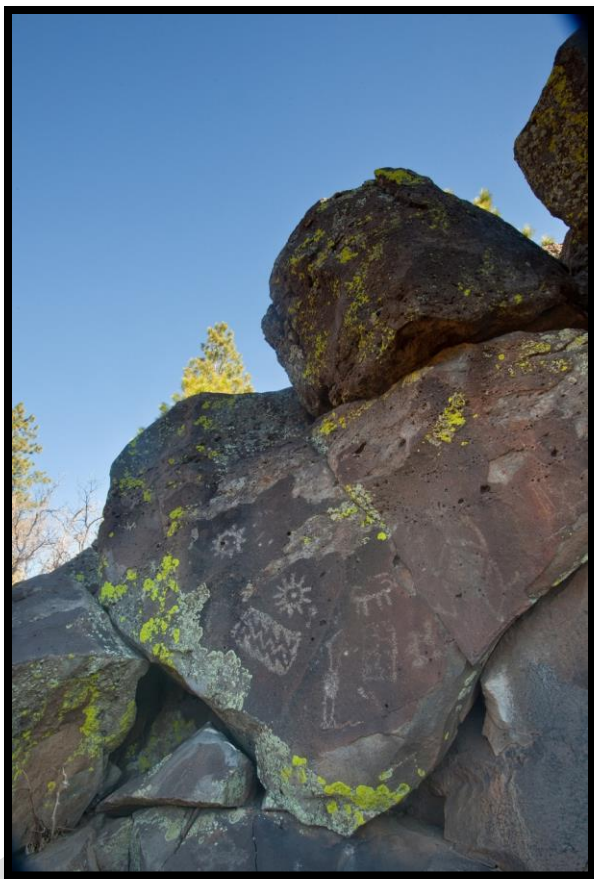


Figure 6: Northern Sinagua petroglyphs. © Tom Bean



Figure 7: Porcupine Cave. Photo credit: Rupestrian Cyberservices



Figure 8: Remains of train trestle over waterfall. Photo credit: City of Flagstaff

4.0 Access Management

Management Objective: The Preserve will be managed to ensure public access within the framework of the Arizona State Parks conservation easement. Specific objectives include:

- Designate appropriate vehicular access and parking that would have minimal resource impacts.
- Provide information to the public about the Preserve.
- Provide clearly marked trail access.
- Eliminate illegal dumping and vandalism.
- Encourage non-motorized access to the Preserve from the city and surrounding communities.
- Limit development to no more than 10%, or up to 20 acres, of the land purchased with Growing Smarter funds.
- Provide reasonable public access to the Preserve.
- Prohibit commercial or industrial uses, including mining and/or extraction of resources within the Preserve.

Summary of Current Conditions:

Entrances

- El Paso Flagstaff Road – Access is from Route 66. Follow the road to the designated parking area on the right.
- North Rain Valley Road – Access is from Townsend-Winona Road. Follow the road to the designated parking area.

Easements

- APS power line right-of-way
- El Paso Gas easement
- Pierce Water Line easement

Trails

- The Arizona Trail/Flagstaff Loop Trail was purchased in partnership with Coconino County. There is a 20 foot wide trail easement. It is a natural surface single track. The right-of-way is for public non-motorized access only. Modifications to the Arizona Trail will include cooperation with Coconino County staff and the Arizona Trail Association.
- User-created single track trails are common throughout the Preserve. These trails will be eliminated and only official trails will remain.

Policies: The following policies apply to the access management of the Preserve.

- The use of off-highway vehicles (OHVs) within the Preserve is prohibited except as may be required for emergency evacuations, forest treatments, essential administrative activities and Preserve maintenance.

Planned Management Actions:

- **Designate Parking Areas:** The primary parking area is on City property just north of the Treatment Plant near the Rio de Flag. The secondary parking area is at the junction of North Rain Valley Road and the Rio de Flag.
- **Further Restrict Vehicular Access:** There is a maze of unofficial roads and trails that are often unnecessary and lead to dead ends. Some of these are causing erosion, destroying wildlife habitat, damaging archaeological sites, and facilitating illegal dumping. Signs will inform the public of the need for limited access. A combination of natural obstructions (logs and boulders) and fencing will be used to control access. Official trails serve as access routes for official vehicle use.
- **Monitoring:** In collaboration with the Picture Canyon Working Group, the Open Space Specialist monitors the condition of the area on a regular basis. At least one annual volunteer maintenance day will be conducted. The Arizona Trail Association is the official steward of this section of the Arizona Trail, which involves regular monitoring and maintenance.
- **Trail Construction:** Two additional trails will be constructed as detailed in Figure 9. The trails will include viewing areas with interpretive signs at the cultural sites and educational signs regarding the Rio de Flag restoration project at two locations: (1) the bridge; and (2) adjacent to the wetland pond on the FUTS alignment.

1. The Tom Moody Trail follows the perimeter of the Preserve, intersecting the Arizona Trail at the southern boundary. The southern portion of the Tom Moody Trail is a future Flagstaff Urban Trails System (FUTS) alignment. As such, the Tom Moody Trail will be upgraded to FUTS standards when funding is available. This FUTS alignment will provide a connection between the Flagstaff Mall area and Doney Park for cyclists and pedestrians.
2. The Don Weaver Trail follows the El Paso Gas easement and heads east along the north rim of the canyon overlooking petroglyph sites. It then follows the old Arizona Trail alignment down into the canyon and intersects the Tom Moody Trail and Arizona Trail at the bridge over the Rio de Flag.
3. The Locus D Trail is a planned 50 foot trail that loops away from the Tom Moody Trail to provide safe access to the petroglyphs at Locus D.

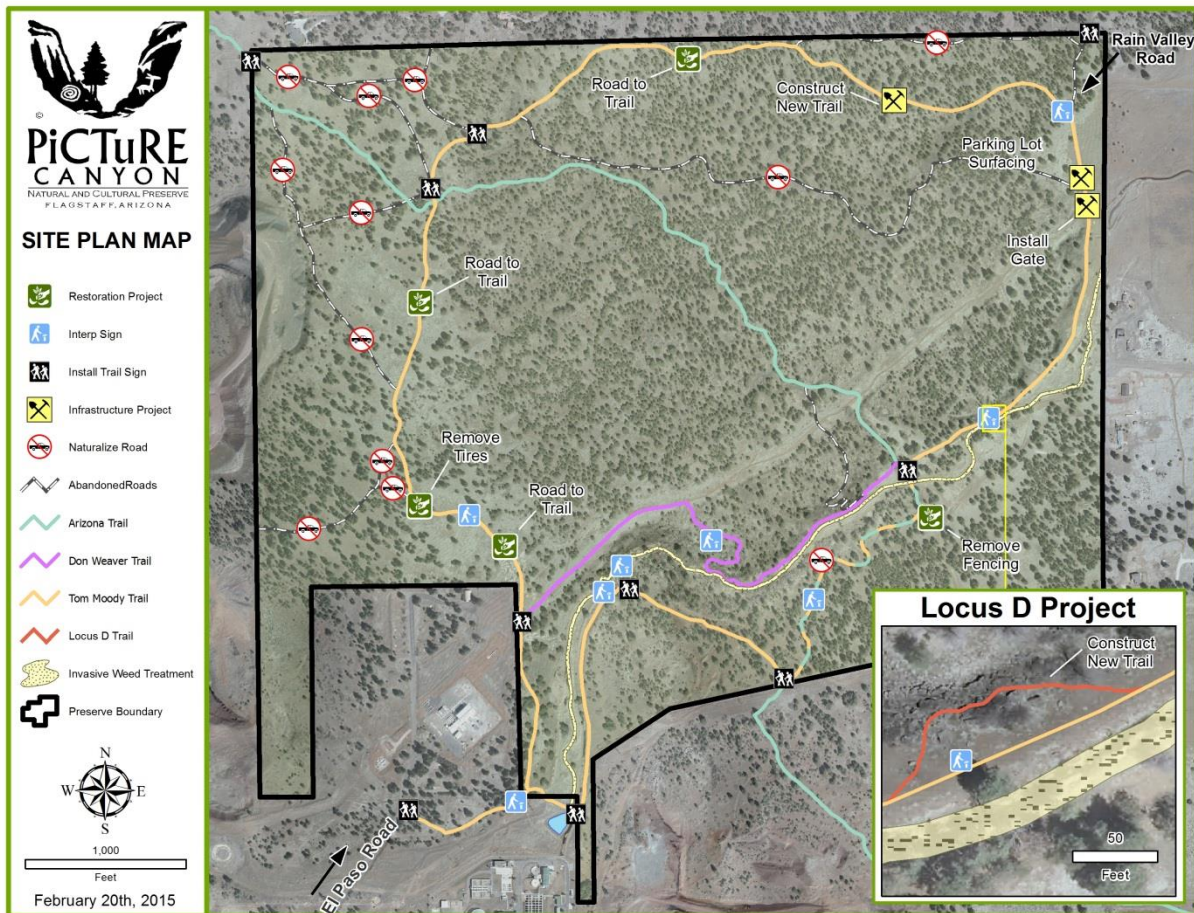


Figure 9: Trail System Improvements and Priority Action Plan Map for Picture Canyon

4.1 Public Access and Recreational Use

Management Objective: The Preserve will be managed to ensure reasonable public access for recreational use.

Summary of Current Conditions: The Preserve provides a buffer between developed/developing industrial and residential lands. It serves as “neighborhoods” for the Townsend-Winona/Cosnino/Doney Park neighborhoods and connects open space east of the San Francisco Peaks with that north of Walnut Canyon and Flagstaff.¹⁵

The Preserve hosts the equestrian bypass for the Arizona Trail, which is part of the Flagstaff Loop Trail, and provides for future Flagstaff Urban Trail System (FUTS) segments that promote connectivity for non-motorized transportation and recreation. Arizona Game & Fish Department (AGFD) has identified Picture Canyon as important wildlife habitat. The Preserve includes two significant sites in the Arizona Watchable Wildlife Experience (AWWE) program. AWWE is a partnership of Arizona Game & Fish, Arizona Wildlife Federation, City of Flagstaff, Coconino County, and U.S. Forest Service. These organizations share a common vision to create and encourage public enjoyment of a designated network of watchable wildlife recreation sites in the greater Flagstaff area, each with integrated educational materials to highlight the unique physical, biological, and cultural site values. Given its proximity to Flagstaff, Picture Canyon receives high levels of coordinated visitation for numerous recreation, education, and research-based activities.

Policies: The following policies apply to the management of recreation activities within the Preserve.

- Recreational activities that will result in damage to the Preserve or its archaeological/cultural resources are not permitted. Large scale special events are not compatible with the Preserve. Permission from the Open Space Specialist must be obtained prior to installing geocaches in the Preserve.
- Portions of the Preserve may be closed to recreational activity if deemed necessary for the protection of wildlife populations or cultural resources, as consistent with reasonable public access as required by the Arizona State Parks conservation easement. Notify Arizona State Parks if any temporary closures occur.
- Applicable leash laws and regulations will be enforced within the Preserve.¹⁶

¹⁵ Neighborhoods is a term used in the Flagstaff Area Open Spaces and Greenways Plan that refers to undeveloped areas near neighborhoods which act as a buffer and provide opportunities for recreation and relaxation.

¹⁶ Flagstaff City Code, Section 6-02-001-0001

- Camping and fuelwood collection are prohibited within the Preserve.

Planned Management Actions:

- Regularly monitor and maintain recreational trails and use areas for hiking, biking, and equine recreation.
 1. Continue partnerships to sign, maintain, and manage trails.
 2. Encourage collaborative processes to respect the needs of all user groups.
- Obtain current data regarding non-motorized trail users to understand trail use trends and prioritize high-use trail monitoring and maintenance efforts.
 1. Involve trail user groups as partners in survey development and on-the-ground data collection.
- Address trail system safety and maintenance needs.
 1. Expand the Adopt-A-FUTS program to encourage volunteer assistance with trail maintenance.
 2. Replace existing trail bridge over the Rio de Flag with bridge that meets Flagstaff Urban Trails System standards.
 3. Complete trail segment shown as Locus D in Figure 9.

4.2 Education and Research

Management Objective: The Preserve will be managed to ensure public access to the site for education and research.

Summary of Current Conditions: Since the 1980s, Picture Canyon has been an outdoor classroom for students in northern Arizona. The abundance of archaeological sites has provided extensive cultural educational opportunities. The presence of the Rio de Flag's permanent flow serves as an education site to study riparian habitats and watershed issues. The Preserve is part of the Centennial Forest and is used by the Northern Arizona University School of Forestry for a long-range living classroom.

Policies: The following policies apply to the management of educational activities and research within the Preserve.

- Educational or research activities that may result in damage to ecological, cultural, or archaeological resources are prohibited. A permit must be submitted and approved by the Open Space Specialist for activities that may alter the ecological, cultural, or archaeological resources.
- Portions of the Preserve may be closed to educational or research activities if deemed necessary for the protection of wildlife populations or cultural resources.

Planned Management Actions:

- Provide educational and interpretive activities about wildlife, natural environment and safety.
 1. Present age-appropriate workshops and educational programs for youth.
 2. Develop educational materials within the Preserve.
 3. Partner with schools and youth organizations to sponsor educational programs.
- Include Northern Arizona University and other educational institutions in monitoring and research efforts within the Preserve, when appropriate.
- Monitor and document educational and research activities occurring within the Preserve as a means of tracking visitor use to prevent ecological, archaeological, or cultural disturbance.

4.3 Facility Development

Management Objective: The Preserve will be managed with facilities that enhance public access to the site while maintaining the requirements of Arizona State Parks conservation easement, included as Appendix 4-D.

Summary of Current Conditions: A segment of the Arizona Trail, traveling north to south through the Preserve, intersects an existing segment of the FUTS. Two smaller trails currently serve as temporary access to archaeological sites and visual resources. A parking area located at the southwest entrance of The Preserve provides limited vehicle parking. An additional parking area accessible from Townsend Winona provides limited vehicle parking at the northeast entrance to the Preserve. Fencing around the Rio de Flag restoration area is also present within the Preserve.

Policies: The following policies apply to the construction of new facilities and site improvements.

- New facilities will be designed to minimize the visual impact of these improvements on the Preserve site. When appropriate, land areas previously disturbed will be utilized for the construction of new facilities.
- Except as provided in Section 10-30.30.020.B of the Flagstaff Zoning Code, within a Historic Overlay Zone, whether or not any other approval or permit is required, all proposed work, including demolition, shall be approved by the Heritage Preservation Commission¹⁷.
- Except as provided in Section 10-30.30.030.B of the Flagstaff Zoning Code, prior to the granting of any other required approvals or permits and prior to the commencement of any work, the Heritage Preservation Commission shall review all work proposed and shall approve or conditionally approve the work in the form of a Certificate of No Effect, Certificate of Appropriateness, or Certificate of Economic Hardship (Please refer to section 10-30.30.060 of the Flagstaff Zoning Code for more information pertaining to the approval of work within a Historic Overlay Zone)¹⁸.
- Open Space Specialist will obtain advanced written permission from Arizona State Parks to construct any trail, road, parking lot, ramada, or staging area.
- No signs, billboards, awnings or advertisements shall be displayed or placed on the Property, except for appropriate and customary signs for interpretive and recreational purposes, such as “no trespassing” signs and trail markers, and then only with advance written permission from Arizona State Parks.

Planned Actions: The following actions related to the development of new facilities at the Preserve are planned. The following actions were researched and outlined by the Picture Canyon Working Group prior to the City of Flagstaff’s acquisition of the Preserve.

- Construct the Don Weaver Educational Interpretive Trail: The purpose of this new trail is to provide the public with a trail for nature viewing and viewing select petroglyphs. The trail will be properly designed to minimize erosion, and avoid sensitive areas. Unnecessary and inappropriate trails would then be obliterated. Signs will educate the public on the unique natural and cultural resources along the trail.

¹⁷ City of Flagstaff Zoning Code, 2011

¹⁸ *Ibid*

- Construct the Tom Moody Recreational Loop Trail. The purpose of this trail is to provide a path around the perimeter of the Preserve. The trail will be properly designed to minimize erosion, and avoid sensitive areas. Unnecessary and inappropriate trails would then be obliterated. Signs will educate the public on the unique natural and cultural resources along the trail.
- Signs: Four welcome kiosks will be installed at the access points to the Preserve including the two parking areas and locations where the Arizona Trail enters the Preserve. These entry signs will provide information to the public that includes land ownership, permitted activities, and regulations. Additional signs as mentioned above will include regulatory signs and interpretive signs along the trails. Wayfinding signs will be installed along Route 66 and Townsend Winona Road to assist in locating access to the Preserve.
- Designated Parking Areas: There are two designated trailheads with parking areas. This will help prevent further resource degradation and the proliferation of roads and trails.

5.0 Priority Action Plan

Introduction: Provided below is a summary of priority actions that will be taken related to the expansion, development, and management of the Preserve. It is anticipated that this priority action plan will be updated every two years. The biannual review will be conducted in advance of the City of Flagstaff's budget development process. Modifications to the plan will be made to reflect existing conditions at the time of each update.

Priority Action Plan – Facility Development:

Action:	Responsibility:	Implementation Date:
Construct Don Weaver Trail for nature and cultural resource viewing.	City of Flagstaff	Summer – Fall 2016
Decommission extraneous trails and roads not designated as part of planned trail system.	City of Flagstaff	Spring – Fall 2016
Complete trailhead at the junction of North Rain Valley Road and the Rio de Flag.	City of Flagstaff	Summer 2016
Install two entry signs, one at the junction of North Rain Valley Road and the Rio de Flag and the other north of the Treatment Plant.	City of Flagstaff	Spring 2016
Install wayfinding sign on Townsend Winona Road.	City of Flagstaff	Spring 2016
Design and install interpretive signs at outdoor classroom and along trails.	City of Flagstaff	Fall 2015

Design and install trail signs throughout Preserve.	City of Flagstaff	Winter 2016
Area monitoring and trail maintenance.	City of Flagstaff	On-going/monthly
Upgrade Tom Moody Trail to Flagstaff Urban Trails System standards.	City of Flagstaff	2023 – 2025
Replace existing trail bridge over the Rio de Flag with bridge that meets Flagstaff Urban Trails System standards.	City of Flagstaff	2023 – 2025
Construct archaeological site viewing trail around Locus D to reduce existing impacts of emerging social trails.	National Park Service – Flagstaff Area Monuments and City of Flagstaff	Summer 2016

Priority Action Plan – Resource Management Plan:

Action:	Responsibility:	Implementation Date:
Conduct stream flow monitoring in the Rio de Flag and Picture Canyon.	Water Resources Specialist	On-going
Conduct in-field water quality testing/monitoring in the Rio de Flag and Picture Canyon.	City of Flagstaff	On-going
Conduct sampling and laboratory analysis of water quality in the Rio de Flag and Picture Canyon.	City of Flagstaff	On-going

Develop and maintain plant species observation database.	Northern Arizona Plant Society	On-going
Conduct noxious plant surveys and maintain map of occurrence locations.	City of Flagstaff	On-going
Update photo-monitoring program with new photographs from established monitoring stations.	City of Flagstaff	Annual
Treat invasive weeds throughout Preserve.	City of Flagstaff	Annual
Develop and maintain animal species observation database.	City of Flagstaff with AGFD and volunteers	On-going
Conduct breeding and migratory bird surveys.	Volunteers with oversight by Northern Arizona Audubon	Annual
Conduct mammal surveys including game and non-game species.	AGFD with volunteer assistance	Annual
Conduct reptile and amphibian surveys.	AGFD with volunteer assistance	Annual
Treat forest resources to improve forest health.	Flagstaff Fire Department	On-going
Establish cultural resource intensive baseline.	City of Flagstaff, Picture Canyon Working Group, Site Stewards	Spring – Fall 2016

Priority Action Plan – Partnerships:

Action:	Responsibility:	Implementation Date:
Establish formal Volunteer/Docent Program at the Preserve	City of Flagstaff	Spring 2016
Implement Site Stewards Program and actively recruit volunteers	City of Flagstaff	Spring 2016
Confirm existing agreements and/or establish new agreements with AGFD regarding annual mammal and reptile/amphibian surveys	City of Flagstaff	Spring 2016
Conduct meeting with Northern Arizona University representatives regarding on-site natural resource research work	City of Flagstaff	Annual
Establish informal agreements with private organizations and volunteer groups related to annual bird surveys	City of Flagstaff	Update/renew annually
Document rock art and other cultural resources (especially architecture and midden deposits) at Locus A, and develop and implement monitoring program.	Picture Canyon Working Group	Summer 2016

APPENDIX A: Applicable Arizona Revised Statutes

Note: These state statutes are administered by the Arizona State Museum and rules implementing these statutes also apply, for example, projects at Picture Canyon Natural and Cultural Preserve often require obtaining a Project Specific Permit from the Arizona State Museum. It is the responsibility of the City to comply with these statutes while managing the Preserve. Questions regarding the statutes can be directed to the Arizona State Museum at (502)621-4795.

ARS 41-843: Prohibiting unnecessary defacing of site or object

“No person, institution or corporation shall deface or otherwise alter any site or object embraced within the terms of sections 41-841 and 41-84, except in the course of activities pursued under the authority of a permit granted by the director of the Arizona state museum.”

ARS 41-844: Duty to report discoveries; disposition of discovers; definitions

“A. A person in charge of any survey, excavation, construction or other like activity on any lands owned or controlled by this state, by any public agency or institution of the state, or by any county or municipal corporation within the state shall report promptly to the director of the Arizona state museum the existence of any archaeological, paleontological or historical site or object that is at least fifty years old and that is discovered in the course of such survey, excavation, construction or other like activity and, in consultation with the director, shall immediately take all reasonable steps to secure and maintain its preservation. If it is necessary to move the object before completion of the proceedings prescribed by this section to permit the continuation of work on a construction project or similar project, the director shall require that the move be accomplished in the manner that will least disturb and best preserve the object.

B. If the objects discovered are human remains, funerary objects, sacred ceremonial objects or objects of national or tribal patrimony, the director of the Arizona state museum shall, to the best of his ability, give notice of the discovery to:

1. All individuals that may have a direct kinship relationship to the human remains.
2. All groups that it is reasonable to believe may have a cultural or religious affinity to the remains or objects.
3. Appropriate members of the curatorial staff of the Arizona state museum.
4. Faculty members of the state universities who have a significant scholarly interest in the remains or objects.
5. The state historic preservation officer.

C. American Indian tribal governments that wish to be notified pursuant to this section shall keep on file with the director lists of the cultural groups and geographical area with which they claim affinity.

D. If American Indian human remains, funerary objects, sacred ceremonial objects or objects of cultural patrimony are involved, the director, in addition to giving notice as required in subsection B, shall give notice to the tribes that occupy or have occupied the land on which the discovery is made and to the Arizona commission on Indian affairs and the intertribal council of Arizona.

E. The director shall respond to every report of a discovery in a timely fashion and within six months of being notified of the discovery, the director shall convene a meeting of notified persons and representatives of notified groups to discuss the most appropriate disposition of the discovered materials. At this meeting, the director shall encourage agreement among all participants regarding the most appropriate disposition and treatment of the materials. An agreement may include a decision to

curate or rebury materials subject to conditions or limitations, a decision to engage in scientific analysis before repatriation or reburial or any other appropriate disposition. If an agreement is reached, it shall determine the disposition and treatment of the materials and the director shall oversee its implementation.

F. If no agreement is reached within six months of the meeting required by subsection E, the human remains or funerary objects shall be disposed and treated in accordance with the wishes of the nearest relative with a direct kinship relationship, or with the wishes of the governing body of the group with cultural or religious affinity to the remains or objects if no relative exists. If sacred ceremonial objects or objects of national or tribal patrimony are concerned, disposition and treatment shall be in accordance with the wishes of the governing body of the group with cultural or religious affinity to the objects. The authority to determine the disposition and treatment of remains or objects pursuant to this subsection shall not be exercised in a manner that would prevent timely completion of a construction project or other project.

G. If there is no person with a direct kinship relationship or a group with a cultural or religious affinity to human remains or funerary objects and the remains have no scientific value, the remains or funerary objects shall remain undisturbed. If it is necessary to move them in order to permit completion of a construction or similar project, the remains or funerary objects shall be reburied under the supervision of the director in a place as similar and close as possible to their original burial site. If the remains or funerary objects have scientific value, they may be curated by the Arizona state museum or other authorized repository for a period of one year, after which they shall be reinterred. If remains of American Indians are involved, reburial pursuant to this subsection shall be undertaken with the cooperation of the Indian tribe located nearest to the place where the remains were discovered. Reburial may, with that tribe's consent, take place on that tribe's reservation. The one-year period for scientific curation may be extended with that tribe's consent. If there is no group with a cultural or religious affinity to sacred ceremonial objects or objects of national or tribal patrimony, the director shall decide on the most appropriate disposition and treatment. Where American Indian materials are involved, the determination shall be made in consultation with appropriate tribal representatives.

H. A repository charged with the care or custody of human remains, funerary objects, sacred ceremonial objects or objects of national or tribal patrimony pursuant to this section shall maintain them with appropriate dignity and respect and with consideration for the specific applicable cultural or religious traditions applicable to the remains or objects. When materials are returned to relatives or affiliated groups, the relatives or groups shall accept and undertake responsibility for the protection and security of the materials.

I. The expense of any curation or reburial pursuant to this section that is required as the result of a construction project or similar project shall be borne by that project. Reburials made in order to satisfy the wishes of a relative or affinal group shall be by and at the expense of the relative or group.

J. If a person believes that the provisions of this section have not been properly applied he shall give written notice of this claim to all other parties entitled to notice under subsections B and C. The parties shall meet within fifteen days of receiving the notice and attempt to agree on the designation of a third party to assist in the resolution of the dispute. If the parties cannot agree within fifteen days on a third party, the state historic preservation officer shall serve in that capacity. The adverse parties shall attempt to reach a resolution with the assistance of the third party. If a resolution cannot be reached within ninety days of the designation of the third party, the third party shall resolve the dispute. Either party may appeal a decision within thirty days to the superior court in the county in which the subject of the dispute is located.

K. If a written request for the reburial or repatriation of human remains, funerary objects, sacred ceremonial objects or objects of national or tribal patrimony in the possession and ownership or control of an agency of this state, as of the effective date of this section, is made by the government of an

American Indian tribe, the requirements of this section apply as if the remains or objects had been discovered after the effective date of this section.

L. Whenever two or more groups or tribes have affinity to the same human remains, funerary object, sacred ceremonial object or object of national or tribal patrimony and they do not agree on the disposition or treatment of such remains or object, the question of which group or tribe shall be deemed to have affinity shall be resolved pursuant to subsection J. In making the determination, consideration shall be given to all the relevant evidence of affinity.

M. For the purposes of this section:

1. "Funerary object" means an object discovered in proximity to human remains and intentionally buried or interred with the remains.
2. "Group with a cultural or religious affinity" means any of the following:
 - (a) In the case of human remains or funerary objects, any tribe that has submitted a written claim of affinity pursuant to subsection C or any other group or tribe that has cultural affinity in light of all the relevant evidence.
 - (b) In the case of a sacred ceremonial object, a group whose religious observances traditionally have utilized such object.
 - (c) In the case of an object of national or tribal patrimony, a group whose past or present government or traditional cultural organization was or is associated with the object.
3. "Group" includes American Indian tribes.
4. "Human remains" means any remains of a human being who died more than fifty years before the remains are discovered.
5. "Objects of national or tribal patrimony" means inalienable items of historical or cultural significance to tribal groups.
6. "Sacred ceremonial object" means an object traditionally utilized in religious observances.
7. "Tribe" means any federally recognized tribal government."

APPENDIX B: Arizona State Parks Conservation Easement

DRAFT

Attachment C

DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 8th day of November, 2012 by **The City of Flagstaff**, having an address at **211 West Aspen Avenue, Flagstaff, Arizona 86002** ("Grantor"), in favor of **Arizona State Parks Board**, having an address at **1300 W. Washington, Phoenix, Arizona, 85007** ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Coconino County, Arizona, more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, the Property possesses ecological values (collectively, "conservation values") of great importance to Grantors and the people of the State of Arizona; and

WHEREAS, in particular, Picture Canyon provides a scenic gateway into Flagstaff from I-40 and historic Route 66. Sheep Hill is located to the west and Turkey Hill is located to the east of the project area. The large village site of Elden Pueblo is roughly ½ mile to the northwest. The parcel contains the Rio de Flag floodway, one of the natural landmarks of the community, and is vital to the Rio de Flag greenbelt. The Rio channel, which runs through Picture Canyon, contains steep topography, a rare waterfall, pit houses, caves and petroglyph panels. The parcel reflects many of the qualities of Flagstaff's unique scenic beauty – its high desert ponderosa pine forest, piñon and juniper vegetation, and meadows; and

WHEREAS, the specific conservation values of the Property are further documented in an inventory of relevant features of the Property, submitted by Grantor as application for matching funds from the Land Conservation Fund through the Growing Smarter Trust Land Acquisition Grant Program and incorporated by this reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, Grantor intends that the conservation values of the Property be preserved and maintained by permitting only those land uses on the Property that do not significantly impair or interfere with them, including, without limitation, those land uses relating to existing at the time of the grant; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity; and

WHEREAS, Grantee is an Arizona state agency whose primary purpose is to manage and conserve Arizona's natural, cultural and recreational resources for the benefit of the people;

NOW, THEREFORE, in consideration of a Grant Award in the amount not to exceed \$2,389,000 and in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of Arizona and in particular A.R.S. § 33-271 through § A.R.S. 33-276 and A.R.S. §41-511.23, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. **Purpose.** It is the purpose of this easement to assure that the Property will be retained forever in predominantly the condition reflected in the Baseline Documentation referenced in this document and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities, including, without limitation, those involving passive recreational uses compatible with the maintenance of the Property's Conservation Values, such as hiking and horseback riding, educational gatherings, periodic planting of native plant species, release of rehabilitated or displaced wildlife and other activities, as are not inconsistent with the purpose of this Easement. This Easement is intended to assure that the goals of the Growing Smarter Act, as amended, to conserve open spaces in or near urban areas and other areas experiencing high growth pressures, will be met. This Easement seeks to conserve open space, defined as land that is generally free of uses that would jeopardize the conservation values of the land or development that would obstruct the scenic beauty of the land. Conserved land remains open space if the stewards of the parcel maintain protection of both the natural and cultural assets for the long-term benefit of the land and the public and the unique resources that the area contains, such as scenic beauty, protected plants, wildlife, archaeology, passive recreation values and the absence of extensive development.
2. **Rights of Grantee.** To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this easement:
 - (a) To preserve and protect the conservation values of the Property;
 - (b) To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement in accordance with paragraph 8; provided that, except in cases

where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor; unless entry is open to the public, in which case notice to enter upon Property is assumed if it complies with the Grantor's enforced rules of public access, and Grantee shall not in any case unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and

- (c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in paragraph 8.
3. **Restricted Uses.** Regardless, no more than 10% of the acquired land, up to a limit of 20 acres total, may be eligible for alteration or development, and all such proposed work must be approved by the Grantee in advance, subject to Paragraph 6 below. No changes may be made to the parcel that would seriously or negatively affect its conservation and open space values. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are allowed only upon prior approval of the Grantee:
- (a) **Construction of Buildings and Other Structures.** The construction or reconstruction of any building or other structure or improvement, except those existing on the date of this Easement, is prohibited, except those alterations which are approved in advance by the Grantee and listed in sub-paragraphs (b) and (c).
 - (b) **Trail and Parking Lot Construction.** No trail, road, parking lot, ramada, staging area or other man made structure shall be constructed without the advance written permission of Grantee. Such permission shall not be unreasonably withheld unless Grantee determines that the proposed location of any trail, road, parking lot, ramada or staging area will substantially diminish or impair the Conservation Values of the Property or is otherwise inconsistent with this Deed.
 - (c) **Signage or Billboards.** No signs, billboards, awnings or advertisements shall be displayed or placed on the Property, except for appropriate and customary signs for interpretive and recreational purposes, such as "no trespassing" signs and trail markers, and then only with advance written permission from Grantee. Under no circumstances shall any sign or marker be erected that materially adversely affects the Conservation Values of the Property.
 - (d) **Temporary Fundraising Activity.** Grantor may request the right to perform periodic and temporary fundraising activities on the Property if

the revenues earned from those activities will be used for stewardship of the Property. Such fundraising activities shall be allowed only upon written approval of Grantee if Grantee determines that the proposed activity will not substantially diminish or impair the Conservation Values of the Property or is otherwise inconsistent with this Deed.

Where Grantee's approval is required, as set forth above, Grantee shall grant or withhold its approval in writing within a reasonable period of time. Grantor's written request shall include a description of the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with purpose of this Easement. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement. If Grantee does not respond to the request within 60 days, the request shall be deemed denied. In the event of approval, any deviation from the nature, scope, design, location, timetable or any other material aspect of the proposed activity requires that Grantor submit an additional request for approval.

4. **Prohibited Uses.** Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- (a) **Subdivision.** Any division or subdivision of title to the Property, whether by physical or legal process, is prohibited.
- (b) **Commercial or Industrial Activity.** No commercial or industrial uses shall be allowed on the Property.
- (c) **Mining.** The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance is prohibited.
- (d) **Water Rights.** Grantor shall retain and reserve the right to use water rights sufficient to maintain and improve the Conservation Values of the Property, and shall not transfer, encumber, lease, sell, or otherwise separate water rights necessary and sufficient to maintain and improve the Conservation Values of the Property from title to the Property itself.
- (e) **Trash and Dumping.** The dumping or uncontained accumulation of any kind of trash or refuse on the Property is prohibited.

5. **Reserved Rights.** Grantors reserve to themselves, and to their personal representatives, heirs, successors, assigns, all rights accruing from their ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of

the foregoing, and subject to the terms of paragraph 3, the following rights are expressly reserved:

- (a) To engage in and permit others to engage in recreational uses of the Property, including, without limitation, hiking, horseback riding, and other forms of passive recreation that require no surface alteration or other development of the Property.
- (b) To engage in and permit others to engage in educational and scientific study activities, without limitation, provided that no unauthorized alteration of the Property or of objects or sites addressed in paragraph 7 will occur as a result of these activities.
- (c) To remove invasive plant species and to re-vegetate portions of the Property with indigenous plants if needed after flood, fire, or other disturbance.

Grantor is required to notify Grantee prior to undertaking or permitting new activities on the Property, if not specifically listed above, in order to afford Grantee an adequate opportunity to monitor the activities in question to ensure that they are not inconsistent with the purpose of the Easement. Grantor shall provide notice to Grantee in writing not less than 60 days prior to the date Grantor intends to undertake or permit the new activity in question.

6. Notice of Intention to Undertake Certain Permitted Actions.

6.1 Where Grantee's approval is required, as set forth in paragraphs 3(a) through 3(d), Grantee shall grant or withhold its approval in writing within 60 days of receipt of Grantor's written request therefore. The written request shall include a description of the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with purpose of this Easement. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement. If Grantee does not respond to the request within the 60-day time frame, the request shall be deemed denied. In the event of approval, any deviation from the nature, scope, design, location, timetable or any other material aspect of the proposed activity requires that Grantor submit an additional request for approval.

6.2 Grantor is required to notify Grantee prior to undertaking permitted activities consistent with the Easement, other than those activities governed by paragraphs 3(a) through 3(d) and 6.1 to afford Grantee an adequate opportunity to monitor the activities in question to ensure that they are not inconsistent with the purpose of the Easement. Grantor shall provide notice to Grantee in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question.

7. Historic Properties and Preservation of Resources.

7.1 Definition. Historic Properties are defined as sites, buildings, structures and objects significant in this state's history, architecture, archaeology, engineering and culture which meet eligibility criteria which the Arizona Parks Board establishes for listing on the Arizona Register of Historic Places or which are listed on the National Register of Historic Places.

7.2 General Preservation. Grantor agrees to consider the use of and impact upon historic properties located on the Property and to undertake any reasonable preservation that is necessary to carry out the terms of this Easement. In addition, the Grantor agrees to avoid any demolition, substantial alteration or significant deterioration of historic properties and objects on the Property.

7.3 Land Uses and Historic Preservation. Grantor agrees that only those uses that are compatible with preservation of the cultural resources located on the Property shall be allowed on the Property and ensure that the pre-historical, historical, architectural or culturally significant values will be preserved or enhanced.

7.4 Unintentional Disturbance. The Grantor agrees to monitor the Property for the unintentional disturbance of human remains or funerary objects and historic properties on the Property and shall report any such disturbance to the Director of the Arizona State Museum, the State Historic Preservation Officer and the Grantee. The Grantor agrees to exercise any and all measures recommended by either the Director of the Arizona State Museum, or other permitting authority as established by state law, or the Grantee, to see that on further disturbance of the remains or objects occurs.

7.5 Prohibition on Excavation. The Grantor agrees that it will not disturb or excavate or grant any other person permission to disturb or excavate in or upon any historic property, or any historic or prehistoric ruin, burial ground, archaeological or vertebrate pale ontological specimen. For the purpose of this provision, archaeological specimen means any item resulting from past human life or activities which is at least 50 years old including petroglyphs, pictographs, paintings, pottery, tools, ornaments, jewelry, textiles, ceremonial objects, weapons, armaments, vessels, vehicles and human skeletal remains. Archaeological specimen does not include arrowheads, coins or bottles. Notwithstanding the applicability of these prohibitions, the Grantee, in consultation with the State Historic Preservation Officer, may consider and allow for the excavation in or upon a historic property, provided that the Conservation Values of the Property are not adversely affected. In addition, any excavation of disturbance that is allowed by the Grantee is still subject to approval by and the permitting requirements of the Director of the Arizona State Museum, or other permitting authority established in law.

7.6 Prohibition on Defacing Property. The Grantor agrees not to deface or otherwise alter any site or object on the Property and embraced within the terms stated in provisions 7.1 through 7.5. The Grantor further agrees to make reasonable efforts to avoid the potential that persons and entities entering upon the site for approved purposes

may deface or otherwise alter any site or object embraced within the terms stated in provisions 7.1 through 7.5.

7.7 Reporting Discoveries. The Grantor agrees that during the course of acting as steward of the Property and especially during any work to prepare the Property for public access, such as a survey, excavation, construction or other like activity, that it shall report promptly to the Director the Arizona State Museum, or other permitting authority as established by state law, the State Historic Preservation Officer and the Grantee, the existence of any archaeological, pale ontological or historical site or object that is at least 50 years old and that is discovered in the course of such survey, excavation, construction, other like activity, or other activities undertaken as the steward of the Property. All such discoveries are subject to the provisions of the Arizona Antiquities Act. Any discoveries may require treatment such as remediation or restoration if the site or object was adversely impacted as a result of the survey, excavation, construction or other like activity, which the cost of any such remediation or restoration shall be borne by Grantor.

8. Grantee's Remedies.

8.1 Notice of Violation; Corrective Action. If Grantee determines that a violation of the terms of this Easement has occurred or is threatened, Grantee shall give written notice to Grantors of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee at Grantor's expense.

8.2 Injunctive Relief. If Grantor fails to cure the violation within 20 days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 20 day period, fail to begin curing the violation within the 20 day period, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

8.3 Damages. Grantee shall be entitled to recover damages up to, but not in excess of the grant amount, directly resulting from violation of the terms of this Easement or injury to any conservation values protected by this Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values. Without limiting the Grantors' liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

8.4 Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this

paragraph 8 without prior notice to Grantor or without waiting for the period provided for cure to expire.

8.5 Scope of Relief. Grantee's rights under this section 8 apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in paragraph 8.2, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Paragraph 8 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

8.6 Costs of Enforcement. All reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantors, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantors' violation of the terms of this Easement shall be borne by Grantor.

8.7 Forbearance. Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

8.8 Waiver of Certain Defenses. Grantors hereby waive any defense of laches, estoppel, or prescription.

8.9 Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, mitigate significant injury to the Property resulting from such causes. Notwithstanding the foregoing, nothing herein shall preclude Grantor's and Grantee's rights to pursue any third party for damages to the Property from vandalism, trespass or any other violation of the terms of this Easement.

9. Arbitration. Notwithstanding the remedies available to the parties pursuant to Paragraph 8 above, the parties agree to resolve all disputes arising out of or relating to this Easement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

10. Access. Grantor agrees to provide reasonable public access to the Property and agrees to impose no restrictions that would limit reasonable public access.

11. Records Retention. Grantor agrees to retain all data, books and other records ("Records") relating to the grant for a period of five years. All records shall be open to inspection and audit by the grantee at reasonable times. Upon request, the Grantor will provide a legible copy of any or all such records within a reasonable time.

12. Annual Reports and Certification. Grantor agrees to report annually on the condition of the Property and to report any change in the Property from the Baseline Documentation to the Grantee in a format of the Grantee's choosing. The Grantor shall certify compliance with the obligations of the Deed of Conservation Easement every year in perpetuity, on a form to be provided by the BOARD. In addition, on-site inspections shall be conducted periodically at the discretion of the BOARD. The following point shall be taken into consideration during the inspection of properties that have been acquired or developed with grant assistance: retention and use appearance, maintenance, management, availability, environment, signing, and interim use.

13. Costs, Liabilities, Taxes, and Environmental Compliance.

13.1 Costs, Legal Requirements, and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate liability self-insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by the Grantors.

13.2 Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

13.3 Representations and Warranties. Grantors represent and warrant that, after reasonable investigation and to the best of their knowledge:

- (a) No substance defined, listed or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used disposed of, deposited, abandoned, or transported in, on, from or across the Property;
- (b) There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed

from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

- (c) Grantor and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use;
- (d) There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and
- (e) No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, local law, regulation, or requirement applicable to the Property and its use, nor do there exist any facts or circumstances that the Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

13.4 Remediation. If, during Grantor's ownership of the Property, there occurs, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agree to take all steps reasonably necessary to assure its containment and remediation, including any cleanup that may be legally required, unless the releases were caused by the Grantee, in which case Grantee shall be responsible therefore.

13.5 Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA").

14. Extinguishment and Condemnation.

14.1 Extinguishment. If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement may be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction or by mutual written agreement of the parties. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Property (or any other property received in connection with an exchange or involuntary conversion of the Property) after such termination or extinguishment, and after the satisfaction of prior claims and net of any costs or expenses association with such sale, Grantor and Grantee shall divide the proceeds from such sale (minus any amount attributable to the value of improvements made by Grantor after the effective date of this Easement, which amount is reserved to Grantor) in accordance with their respective percentage interests in the fair market value of the Property, adjusted, if necessary, to reflect a partial termination or

extinguishment of this Easement. Grantor shall use all such proceeds received by Grantor in a manner consistent with Grantor's conservation purposes.

14.2 Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of their interests in the Property, including Grantee's interest in the amount of the Grant Award, subject to the taking or in lieu of purchase and all direct or incidental damages resulting there from. All expenses reasonable incurred shall be paid out of the amount recovered.

15. Amendment. Notwithstanding the provisions related to extinguishment of this Easement, if circumstances arise under which an amendment to or modification of this Easement would be appropriate, the Grantor and Grantee are free to jointly amend this Easement, provided that no amendment shall be allowed that will affect the qualifications of this document as an Easement under the laws of Arizona, and any amendment shall be consistent with the purpose of this Easement and shall not have a material negative affect on the Conservation Values. Such amendments shall be in writing and executed by both Grantor and Grantee.

16. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantors further agree to give written notice to Grantee of the transfer of any interest at least 30 days prior to the date of such transfer. The failure of Grantors to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

17. Estoppel Certificates. Upon request by Grantor, Grantee shall within 30 days of receiving the request, execute and deliver to Grantor, or to any party designated by Grantors, any document, including an estoppel certificate, which certifies, to the best of Grantee's knowledge, Grantor's compliance with any obligation of Grantor contained in this Easement or otherwise evidences the status of this Easement. Such certification shall be limited to the condition of the Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, within 30 days of receipt of Grantor's written request therefore.

18. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantors:
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

To Grantee:
Arizona State Parks
1300 West Washington Street
Phoenix, Arizona 85007

or to such other address as either party from time to time shall designate by written notice to the other.

19. **Recordation.** Grantee shall record this instrument in timely fashion in the official records of Maricopa County, Arizona, and may re-record it at any time as may be required to preserve its rights in this Easement.

20. **General Provisions.**

20.1 **Controlling Law.** The laws of the State of Arizona shall govern the interpretation and performance of this Easement. Proper venue for any dispute relating to the Easement shall be the Superior Court of Maricopa County.

20.2 **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of A.R.S. §33-271 through §33-276 and A.R.S. §41-511.23. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

20.3 **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

20.4 **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

20.5 No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantors' title in any respect.

20.6 Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties, hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and its successors, and assigns, and the above-named Grantee and its successors and assigns.

20.7 Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

20.8 Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

20.9 Non-discrimination. The Parties hereby acknowledge that they are bound by Executive Order 99-4 concerning non-discrimination in employment.

20.10 Non-Availability of Funds. Every payment obligation of the Grantee and Grantor under this Easement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Easement, this Easement may be terminated by the Grantee at the end of the period for which funds are available. No liability shall accrue to the Grantee in the event this provision is exercised, and the Grantee shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

20.11 Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Deed of Conservation Easement, which shall become effective immediately upon signature by both parties.

GRANTOR: CITY OF FLAGSTAFF

Kevin Burke
Signature

Kevin Burke
Print Name

City Manager
Title

10/25/12
Date

ACKNOWLEDGMENT BY
GRANTOR

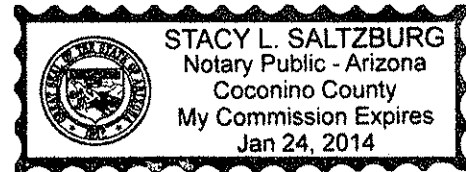
State of Arizona)
County of Coconino)

The foregoing instrument was
acknowledged before me
this 25th day of October, 2012

By Kevin Burke
GRANTOR

Stacy L. Saltzburg
Notary Public

(Seal)



GRANTEE:
ARIZONA STATE PARKS BOARD

Bryan Martyn
Signature

BRYAN MARTYN
Print Name

DIRECTOR
Title

11/8/2012
Date

ACKNOWLEDGMENT BY
GRANTEE

State of Arizona)
County of Maricopa)

The foregoing instrument was
acknowledged before me,
this 8th day of November, 2012

By BRYAN MARTYN
GRANTEE

Vivia Strang
Notary Public

(Seal)



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Elizabeth A. Burke, City Clerk
Date: 09/30/2015
Meeting Date: 10/06/2015



TITLE

Future Agenda Item Request (F.A.I.R.): A citizen petition to reconsider Ordinance No. 2015-08 (Nuisance Ordinance).

RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

Rule 11.05, *Citizen Petitions*, of the City of Flagstaff City Council Rules of Procedure outlines the process for citizens to submit petitions to the Council as referenced in Flagstaff City Charter Article II Section 17. The attached petition, entitled Petition to Reconsider Ordinance No. 2015-08, was submitted to the City Manager's Office on September 21, 2015.

INFORMATION:

Petition attached.

Attachments: Petition

Petition To Reconsider Ordinance NO. 2015-08

BY:  SEP 21 2015
RECEIVED
This is of Flagstaff

Action petitioned for

We feel this ordinance is overly broad, excessive and lacks safeguards to protect the rights of the citizens of Flagstaff. This ordinance cannot stand as it is currently worded.

For one, this ordinance was passed on May 20th, after most students had departed the city for Summer vacation, which in itself shows the intent of the Flagstaff City Council to pass this ordinance as a sly way of cultivating more income through broad policy making.

Second, this ordinance would endanger the "quiet enjoyment" of families and group living situations of 5 or more, including generational homes, which leaves room for harassment and discrimination against the underprivileged who may not have the funds necessary to "spread out".

Finally, this ordinance effectively violates students and citizens' 1st Amendment Right to Assemble by punishing them for gathering for or even being in proximity to a "nuisance party" to which a police officer(s) respond. The Flagstaff City Council is victimizing and threatening citizens and students in an unconstitutional, but highly profitable, manner.

From what we have seen, the police have reportedly harassed several local businesses and students. They have also overtly targeted specific groups on campus by handing them arbitrary fines in order to discourage these groups from holding "nuisance parties" before they begin.

We firmly believe that this ordinance is overly vague and highly profitable solution to a problem. We believe our 1st Amendment rights are being violated. We disagree with the amount of discretionary power the Flagstaff Police Power has given itself around campus.
























We firmly disagree with the following:

- The revised lowering of what constitutes a party from 15 to 5.
- Sweeping fines for those simply attending a "Nuisance Party".
- Increasing probationary period and the 'tagging' of domiciles from 90 to 120 days

We ask for the following changes:

- Raise the number of persons who constitute a party back to 15
- Specifically mention that campus sanctioned events, such as club events, socials, and philanthropy events, will not be targeted.
- Remove all mentions of citations for indirect disturbances to the peace and safety of the public
- Lower the probationary period back to 90 days
- Clearly define what criminal activity one must commit to receive a ticket for a party ordinance violation

We, the undersigned, hereby petition the Flagstaff City Council as provided in Article II, Section 17 - Consideration of Petitions, of Flagstaff City Charter, to place on a future City Council agenda an item to revisit ordinance number 2015-08.

Printed Name	Signature	Address	Comment	Date
Aaron Ruaro		2010 N. Park Street	XXXXXXXXXX	9/12
Raige Johnson		900 N. Switzer Canyon Dr		9/12
Haile Knight		1385 W. UNIVERSITY AVE		9/12
CHAD HINKLEY		510 S LEROUX	Colleges is the time to party again	9/12
William Scott		701 E Crestview Ave	Fight for your right	9/12
Kurt van Amburg		510 S LEROUX	Open start, you remember	9/12/15
Dylan Sado		701 E Crestview Ave	to party	9/12
Vincent Delatto		321 S. Elbert St.	I'm straight outta Compton	9/12
Kaine A. Kennedy		1627 E. Central ^{Mountain View}	1738 Ayy	9/12
Jesse Purson		4085 LAKE MARLY DR		9/12
Chad Humphries		900 N Switzer Canyon Dr	THANK YOU	9/12
Cody Kirwan		1385 W. University Ave	Thanks Mom!	9/12
Abigail Guigard		407 S. Agassiz	Peace & Love	9/12
Paula Alvarado		216 E. Mountview Ave	INCONSIDERATE NAME	9/12
Justin Delussimato		216 E. MT. VIEW DR.	THIS IS CALLED	9/12
Nathan Hinde		803 E Kensington Dr.	come on...	9/12
Sarah Lavel		803 E Kensington Dr.	dude... really...	9/12
Charles Smith		802 E Jackson Dr	FUCK THE DR	9/12
Renzo Rivera		31346 Corte Sonora	Theres is one	9/12
Danielle Tiffin		1506 S. San Francisco St.	PLS HELP	9/12
Martina Lario		900 N Switzer Canyon Dr.	please come	9/12
Kellie Bossert		400 E Pine Knoll Dr	Unconfronted	9/12
Hanna Jacobs		216 E Mt. View Rd	Unconfronted	9/12

Printed Name	Signature	Address	Comment	Date
Nicolas Weiss	Nicolas Weiss	3110 East Wagonway Lane		9-11-15
Kaina Cron	Kaina Cron	1320 E. TREASURE WAY		9-11-15
Alex Klausen Stock	Alex Klausen Stock	1410 S. 4th St		9-11-15
Matheus Cerqueira	Matheus Cerqueira	2500 S. Hoffer Lane 30-Apt 108		9-11-15
Lucas Hansen	Lucas Hansen	2500 S. Hoffer Lane 30-113		9-11-15
Kiana Piron	Kiana Piron	324 E. Pine Knoll Dr.		9-11-15
George Chahal	George Chahal	364 Campus Heights		9-11-15
Nicholas Boback	Nicholas Boback	507 S. Fontaine St., Apt 13		9-11-15
Hunter Wichter	Hunter Wichter	108 Aspen Ct Sedona		9/11/15
Bailee Batts	Bailee Batts	1000 S. Ponderosa Blvd.		9/11/15
Danielle Roosh	Danielle Roosh	Cowden		9/11/15
Trake Daniel	Trake Daniel	36854 Oak View Rd		9/11/15
Tristen Smith	Tristen Smith	614 S. Knolls Dr		9/11/15
Vanya Brown	Vanya Brown	42 UNIVERSITY DR		9/11/15
Perscy Kurniej	Perscy Kurniej	42 UNIVERSITY DR.		9/11/15
Chris Frank	Chris Frank	300 Mendenhall Drive		
Garrett Novak	Garrett Novak			9/11/15
Justin Bourgeois	Justin Bourgeois	614 S. Knolls Dr.		9/11/15
Omari Zoubi	Omari Zoubi	4945 Leroux		9/11/15
Devon J. Coranda	Devon J. Coranda	1385 W. University		9/11/15
Nicoles Felat	Nicoles Felat	318 S. Humphreys St		9/11/15
Julian Paret	Julian Paret	1200 S. Knolls		9/11/15
William Davies	William Davies	216 E. mt. View dr		9/11/15
Chase Jones	Chase Jones	216 E. mt. View dr		9/11/15
Vincent Atkins	Vincent Atkins	1200 S. Beaver St.		9/11/15
Tanner Lehr	Tanner Lehr	1500 S. Knolls		9/11/15
Connor Krulik	Connor Krulik	443 E 1385 W University Ave		9/11/15
Conrad Potom	Conrad Potom	224 W. Mendenhall Circle		9/11/15
Matthew Doss	Matthew Doss	224 W. Mendenhall Circle		9/11/15
Kelly Donahoe	Kelly Donahoe	3601 S. Lake Mary Rd 27S		9/11/15
Frederic Vogel	Frederic Vogel	1500 S. S. Serrano rd		9/11/15
Lucas Henderson	Lucas Henderson	525 W 17th Place		9/11/15
Laura Pennington	Laura Pennington	6471 E. Brembil St		

*33 signatures per page

Printed Name	Signature	Address	Comment	Date
Brynn Todd	Brynn Todd	747 Ryndle Drive		9-11-15
Eliza Gray	Eliza Gray	707 Quinter Lane Rd		9-11-15
Green Morris	Green Morris	3550 S. Harrison Rd		9/11
Jessica Appellera	Jessica Appellera	2110 E. Mt. View Dr.		9/11/15
Alyssa Pirel	Alyssa Pirel	500 S. San Francisco St		9/11/15
Victoria Cygore	Victoria Cygore	9779 Pine Knoll Dr		9/11/15
Max Montal	Max Montal	997 E. Lakeville		9/11/15
Dania Camen	Dania Camen	804 S. Knolls Drive		9/11/15
Tyler Beck	Tyler Beck	17062 Neelstone Street		9/11/15
Devinoswala	Devinoswala	777 E. Pine Hill		9/11/15
Wesley Dand	Wesley Dand	Wilson Hall		9/11/15
Heather Kendal	Heather Kendal	216 E. Mt. View Dr		9/11/15
Arlan Vukorot	Arlan Vukorot	3400 S. Lake Mary Rd.		9/11/15
Samuel Hirst	Samuel Hirst	2800 S. Highland Mesa Rd.		9/11/15
Savannah Case	Savannah Case	1500 E. 1st St 1500 E. 1st St		9/11/15
Marlene Garcia	Marlene Garcia	Milton Road		9/11/15
Alex Zavala	Alex Zavala	625 S. Fontaine St.		9/11-15
Mary Stratton	Mary Stratton	3001 Lake Mary Rd.		9/11/15
Michael Lybe	Michael Lybe	901 S. O'Leary		9/11/15
Bha Edwards	Bha Edwards	300 E. Mc Connell Dr		9/11/15
Thinn Carter	Thinn Carter	309 S. Knolls Dr		9/11/15
Colin Harper	Colin Harper	1389 E. Mackenzie Dr.		9/11/15
John Sloat	John Sloat	997 E. Pine Knoll Dr #315		9/11/15
Andy Hays	Andy Hays	314 S. Weber Ave		9/11/15
Alan Coxson	Alan Coxson	3601 S. Lake Mary Rd		9/11/15
Alan Makin	Alan Makin	1001 Placita N. St		9/11/15
Travis Wilson	Travis Wilson	9526 North Lunar Dr		9/11/15
Melinda Cedillo	Melinda Cedillo	7800 E. Dr.		9/11/15
Arstin Grant	Arstin Grant	216 E. Mt. View Dr.		9/11/15
Naama Nehring	Naama Nehring	Wilson Hall		9/11/15
Robert Christida	Robert Christida	604 S. Knolls Drive		9/11/15
Spencer Valeros	Spencer Valeros	9 W. University Dr		9/11/15
David B...	David B...	1515 S. Knolls St		9/11/15

*33 signatures per page

Printed Name	Signature	Address	Comment	Date
Aleydis Estrada	<i>Aleydis Estrada</i>	300 E McConnell Dr		9-5-15
Riley Barnes	<i>Riley Barnes</i>	9 W University Dr #47		9-5-15
Kelley Mackitt	<i>Kelley Mackitt</i>	412 S Beaver St. #1		9-5-15
Stephanie Trujillo	<i>Stephanie Trujillo</i>	1124 S Knoles Dr		9-5-15
Athina Ingle	<i>Athina Ingle</i>	114 S Knoles Dr #220		9-5-15
Chad Wall	<i>Chad Wall</i>	625 S Fontaine		9-5-15
Michelle Green	<i>Michelle Green</i>	1500 W Forest meadows st		9-5-15
Athana Ange	<i>Athana Ange</i>	3329 E. Swiss Rd.		9-5-15
Monika Hensler	<i>Monika Hensler</i>	570 S. Webb Unit C		9-5-15
Jake Ellis	<i>Jake Ellis</i>	5512 E. Seven Rivers Dr		9-5-15
Drew Bair	<i>Drew Bair</i>	4212 W. Riverside		9-5-15
Drew Bair	<i>Drew Bair</i>	1150 S. Beaver St.		9-5-15
Jocelyn Ketsdewer	<i>Jocelyn Ketsdewer</i>	25 S Maricopa St. B.1-102B		9-5-15
Charlotte Nwin	<i>Charlotte Nwin</i>	25 S Maricopa St. B.1-102C		9-5-15
Tara Carabian	<i>Tara Carabian</i>	25 S Maricopa St. B.1-102A		9-5-15
Dana Peters	<i>Dana Peters</i>	9 West university Dr #67		9-5-2015
Michael Archie	<i>Michael Archie</i>	3601 Lake Mary Rd #265		9-11-15
Kristin Ben	<i>Kristin Ben</i>	501 W Santa Fe #18		9-11-15
Heath Logranite	<i>Heath Logranite</i>	1515 S Yale St. Apt 3-2		9-11-15
Kirsten Riger	<i>Kirsten Riger</i>	300 McConnell Dr		9-11-15
Alicia Galian	<i>Alicia Galian</i>	12794 W Lake Tree Trl.		9-11-15
Megan Vey	<i>Megan Vey</i>	807 E. Jackson Dr #418		9-11-15
Kate Lubitz	<i>Kate Lubitz</i>	807 E Jackson Dr #418		9-11-15
Alex Castro	<i>Alex Castro</i>	307 E McConnell Dr Suite 5		9-11-15
Michael Mx	<i>Michael Mx</i>	0515 W 7th & N Center Co 8125		9-11-15
Caitlyn Vales	<i>Caitlyn Vales</i>	2770 Dupont Ave		9-11-15
Erin L. Liora	<i>Erin L. Liora</i>	4300 S Lake Mary Rd		9-11-15
Andrew Branderburg	<i>Andrew Branderburg</i>	277 W Dupont		9-11-15
Wick Lawrence	<i>Wick Lawrence</i>	2110 Mt View		9-11-15
Lauren Eimer	<i>Lauren Eimer</i>	1334 E. Hatcher Dr.		9-11-15
Harold Eutich	<i>Harold Eutich</i>	1090 N. Nantucket Ct.		9-11-15
Adam Moreno	<i>Adam Moreno</i>	1090 N. Nantucket Ct.		9-11-15
Ryan Moreno	<i>Ryan Moreno</i>	1090 N. Nantucket Ct.		9-11-15

*33 signatures per page

Printed Name	Signature	Address	Comment	Date
BRENNAN DORSEY	<i>Brennan Dorsey</i>	1830 S. MILTON RD. Apt 243		9/5/15
Vanessa Villaverde	<i>Vanessa Villaverde</i>	217 S. San Francisco		9.5.15
TYERRANNE CROSBY	<i>Tyerranne Crosby</i>	1205 RIGGAN RANCH ST. APT 72		9/5/15
Rafael Lopez	<i>Rafael Lopez</i>	1075 S. Beaver St. Apt 136		9/5/15
Jacob Goodenough	<i>Jacob Goodenough</i>	13 EDUPONT AVE		9/5/15
Brendan Grossman	<i>Brendan Grossman</i>	400 E Pine Knoll Dr. #82 Floor		9/5/15
Tan Van Staelen	<i>Tan Van Staelen</i>	324 S. San Francisco		9/5/15
Morgan Roney	<i>Morgan Roney</i>	813 W. UNIVERSITY AVE. 12	04#	9/5/15
Stephen Stoddard	<i>Stephen Stoddard</i>	987 E. Pine Knoll Dr Apt 932	8001	9/5/15
Elizabeth McConnell	<i>Elizabeth McConnell</i>	419 W. Phoenix Ave #2	86001	9/5/15
Kevin Weaver	<i>Kevin Weaver</i>	1128 N. Center St #2	86001	9/5/15
Brian Dorsey	<i>Brian Dorsey</i>	2024 C.inson 11k		9/5/15
Sebastian Calder	<i>Sebastian Calder</i>	1511 Salvia Ct. Golden, CO	80401	9/5/15
Madek Orth	<i>Madek Orth</i>	700 S. Blackbird Roost	86001	9-5-15
EMILY GRIEB	<i>Emily Grieb</i>	1515 S. VALE ST. 10-5		9/5/15
Sarah Spauldew	<i>Sarah Spauldew</i>	314 N. Kensington	86001	9/5/15
Kathryn Meyer	<i>Kathryn Meyer</i>	1830 S. Milton Rd		9/5
Neeal Heston	<i>Neeal Heston</i>	2410 W. Sanders Dr Apt 161	86001	9/5/15
Drake Dinal	<i>Drake Dinal</i>	1830 S. Milton Rd Apt 244		9/5/15
Mark Dalby	<i>Mark Dalby</i>	52 Calle Gervento Dr	86001	9/5/15
Austin Allen	<i>Austin Allen</i>	7 E Luke Dr. Apt 86011		9/5/15
Self K. Sear	<i>Self K. Sear</i>	3200 E. Lizard Dr 208		9/5/15
Robert I. Kasper	<i>Robert I. Kasper</i>	2173 Ocean Francisco		9/5/15
Joseph Kinnard	<i>Joseph Kinnard</i>	4 & L. Phoenix Ave #2		9/5/15
AUDREY MULLER	<i>Audrey Muller</i>	2612 N 1st St Apt B		9/12/15
Tom Munder	<i>Tom Munder</i>	1830 S. MILTON #230		9/12/15
Nicole Fornos	<i>Nicole Fornos</i>	3601 Lake Mary Rd		9/12/15
KIKKI NYE	<i>KIKKI NYE</i>	3880 Teaberry Cir		9/12/15
Jacob Albrich	<i>Jacob Albrich</i>	1200 S. Knole & Jr.		9/12/15
Michelle Smith	<i>Michelle Smith</i>	7 E. Rourke Drive		9/12/15
Matt Hamble	<i>Matt Hamble</i>	MCCONNELL HALL		9/12/15
Cole Reynolds	<i>Cole Reynolds</i>	724 E Franklin Ave		9/12/15

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Printed Name	Signature	Address	Comment	Date
Tan Thompson	<i>Tan Thompson</i>	8 E. University Ave. Flagstaff, AZ		9/11/15
Eric Kooniga	<i>Eric Kooniga</i>	8 E. University Ave. Flagstaff, AZ		9/11/15
Lucas Vicker	<i>Lucas Vicker</i>	2800 S. Highland Mesa Rd, Flagstaff, AZ		9/11/15
Shawn Shiner	<i>Shawn Shiner</i>	1400 N Rd St Phoenix AZ		9/11/15
William Sleat	<i>William Sleat</i>	997 E Pine Knoll Dr #325	11!	9/11/15
BRAND CALDWAY	<i>BRAND CALDWAY</i>	1830 S. MILAN Rd #127	11!	9/11/15
Reese Kothet	<i>Reese Kothet</i>	1510 E. GANN Lane	Hell Yeah	9/11/15
Branden Snyder	<i>Branden Snyder</i>	1516 E. Gann Lane	no comment	9/11/15
Santino Garcia	<i>Santino Garcia</i>	412 S. Verde Street	yes!	9/11/15
Daniel Badger	<i>Daniel Badger</i>	412 S. Verde Street	Hell yes!	9/11/15
Sean Anderson	<i>Sean Anderson</i>	2444 8751 W Marconi Ave		
Kyann Somenek	<i>Kyann Somenek</i>	1438 N. Spire Ct.	yes!	9/11/15
Alma Palacios	<i>Alma Palacios</i>	4432 N Banner St		9/11/15
Mehdi Conzullo	<i>Mehdi Conzullo</i>			9/11/15
Diego Garcia	<i>Diego Garcia</i>	2974 N Wrens Nest Pl.	This ordinance is a joke	9/11/15
Branden Lamphor	<i>Branden Lamphor</i>	10617 W Via del Sol		9/11/15
Shana Hiben	<i>Shana Hiben</i>	10753 E Lobe Ave	Yes let's get it done	9/11/15
Brandon Sather	<i>Brandon Sather</i>	10753 E Lobe Ave		9/11/15
Jake White	<i>Jake White</i>	216 East Mtn View Dr	I wanna page	9/11/15
Nicole Hice	<i>Nicole Hice</i>	1567 E Beaver St		9/11/15
Allison Reynolds	<i>Allison Reynolds</i>	334 E pine knoll av		9/11/15
Gracia Garcia	<i>Gracia Garcia</i>	1325 W University Ave		
Vinital McLean	<i>Vinital McLean</i>	997 E Pine Knoll		9/11/15
Lindsey Burkley	<i>Lindsey Burkley</i>	997 E Pine Knoll Apt 1010	Git R Done	9/11/15
Rex Guede	<i>Rex Guede</i>	510 S Leroux St	Let the good times fall	9/11/15
David Mgr	<i>David Mgr</i>	216 E Mtn View way		9/11/15
Marcus Shroll	<i>Marcus Shroll</i>	997 E Pine Knoll	fuck it	9/11/15
Zach Davis	<i>Zach Davis</i>	419 S Leroux	Shade	9/11/15
Joe Mena	<i>Joe Mena</i>	419 S Leroux	shumb...	9/11/15
Zach Green	<i>Zach Green</i>	419 S Leroux	shade	9/11/15
Michael Collin	<i>Michael Collin</i>	3601 Lake Mary Rd		9/11/15
Teigan Struck	<i>Teigan Struck</i>	3601 Lake Mary Rd		9/11/15
Maddy Laneert	<i>Maddy Laneert</i>	3601 Lake Mary Rd		9/11/15

*33 signatures per page

Signature	Address	Comment	Date
<i>[Signature]</i>	701 E Crestview Ave Unit B	Specify your legislation!	9/5/15
<i>[Signature]</i>		I Love Dogs!	9/5/15
<i>[Signature]</i>	17242 N. 184th Dr Surpise AZ		9/5/15
<i>[Signature]</i>	3300 S Gladr		9/5/15
<i>[Signature]</i>	9 W University Dr	cool guys	9/5/15
<i>[Signature]</i>	9 W University Dr		9/5
<i>[Signature]</i>	9 W University Dr		9/5/15
<i>[Signature]</i>		reeeeeeeeee	9/5/15
<i>[Signature]</i>	1506 S. Talest.	Don't Don't be ridiculous	9/5/15
<i>[Signature]</i>	2527 S. C. Rivera		9/11/15
<i>[Signature]</i>	7.5 University Dr.		9/11/15
<i>[Signature]</i>	U.C. University Dr.		9/11/15
<i>[Signature]</i>	2500 S Hufford Ln.		9/11/15
<i>[Signature]</i>	7 E Bank W. Baldwin	Specify legislation	9/11/15
<i>[Signature]</i>	7157 S. W. M. A		9/11/15
<i>[Signature]</i>	823 S. Gladr		9/11/15
<i>[Signature]</i>	83 W University Ave	Specify legislation!	9/11/15
<i>[Signature]</i>	14 E. Hall. City. Ave		9/11/15
<i>[Signature]</i>	813 W University Ave		9/11/15
<i>[Signature]</i>	435 W Elm Ave		9/11/15
<i>[Signature]</i>	316 S. 18th. W. Ave	A hand,	9/11/15
<i>[Signature]</i>	318 S. Humphreys	Wu Tang	9/11/15
<i>[Signature]</i>	318 S. Humphreys St.		9/11/15
<i>[Signature]</i>	318 S. Humphreys St.	Great things	9/11/15
<i>[Signature]</i>	318 S. Humphreys St.		9/11/15
<i>[Signature]</i>	318 S. Humphreys St.		9/11/15
<i>[Signature]</i>	61 E. 18th. W. Ave		9/11/15
<i>[Signature]</i>	520 S Seattle Ln		9/11/15
<i>[Signature]</i>	3204 S. 1st. St.		9/11/15
<i>[Signature]</i>	524 E. Pine Knoll Dr.	Im nota nuisance	9/11/15

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Printed Name	Signature	Address	Comment	Date
Kelsey Thomas	K. Klein	1500 S. San Francisco St		
Heaton Merritt	[Signature]	216 E Mountain View Dr.		9/5/15
Mitchell Abernathy	[Signature]	216 E Mountain View Dr.		9/5/15
Thane Zimmerman	[Signature]	6300 S. San Francisco St		9/5/15
Vincenty Riccio	[Signature]	6300 S. San Francisco St	Franklin Avenue	9/5/15
Irene Klein	[Signature]	2527 South Cliff View Street		9/5/15
Laure Jackson	[Signature]	2527 South Cliff View Street		9/5/15
Chance Dingman	[Signature]	216 E Mtn View Drive	Unsubstantiated	9/5/15
Heaton Krause	[Signature]	216 E Mtn View Drive		
Eric Williams	[Signature]	216 E Mtn View Drive	2nd amendment	9/5/15
Blake Jones	[Signature]	13434 Glen Eagles Pt.	I plead the 5th	9/5/15
Austad Chavez	[Signature]	216 E Mtn View Drive		9/5/15
Camron Kains	[Signature]	378 W. Cattle Drive Trail	5th / 2nd	9/5/15
Dallas Diaz	[Signature]	13 E. DuPont Ave.		9/5/15
Gabriella Nunnally	[Signature]	6002 S. Olear St. Flagstaff AZ		9/5/15
Tyler Malhotra	[Signature]	700 S. Blackhawk Road Apt. 232		9/5/15
Bago Holcomb	[Signature]	1495 E. Pung Run		9/5/15
Jason Craig	[Signature]	7 E. Rukh Pk.		9/5/15
Ryan Klay	[Signature]	695 E. Kneary Drive		9/5/15
Jayane C. Dimiz	[Signature]	2500 S. Hoffer Lane 30		09/05/15
Madeline Stoll	[Signature]	4. 2 Winding Dr		9/5/15
Sara Page	[Signature]			9/5/15
Hane Lipke	[Signature]	1200 S. Kyles Dr. Flagstaff, AZ 86011		9/5/15
Connor Moore	[Signature]	6331 Tipper Lake Dr.	Make it happen	9/5/15
Julie Anson	[Signature]	3075 Rancho del Canon	memes	9/5/15
Notte Drosz	[Signature]	530 N. Callen Ave.	Absolutely	9/5/15
Cassie Bartlett	[Signature]	5275 W. Desert Falcon Ln.		9/5/15
Hagden Hoffman	[Signature]	825 Martin Run Rd	There could be a better way	9/5/15
Toshua Mendez	[Signature]		There could be a better way	9/5/15
Bosc Visconti	[Signature]	219 W. Dupont Ave.		9/5/15
Amadi Orban	[Signature]	219 W. Dupont Ave.		9/5/15
Emilia Velasquez	[Signature]	7411 W. Mesquite St		9/5/15
Esther Vde	[Signature]	2904 W. Kevin Dr	Bye Felicia	9/5/15

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Printed Name	Signature	Address	Comment	Date
Kathryn Smith	<i>KRS</i>	1369 S. Western Street Dr.		9/11/15
Michael Larson	<i>Michael Larson</i>	800 W. Wallbridge St		9/11/15
Trent Hutton	<i>Trent Hutton</i>	9 W. University St.		9/11/15
Mitchell Feldman	<i>Mitchell Feldman</i>	1325 West Sunset Ct		9/11/15
Troy Burkla	<i>Troy Burkla</i>	1800 W. Vista Lane		
Jack Olsen	<i>Jack Olsen</i>	2801 S. Limestone		9/11/15
Andrew Szelow	<i>Andrew Szelow</i>	800 W. Forest Meadows St		9/11/15
Jonathan Barrett	<i>Jonathan Barrett</i>	88922 Evening Passaged		9/10/15
John Wilentz	<i>John Wilentz</i>	8840 W. Belmont Ave		9/11/15
Bernad Mikeli	<i>Bernad Mikeli</i>	8840 W. Belmont Ave		9/11/15
Jenny Mole	<i>Jenny Mole</i>	913 W. University Ave		9/11/15
Bluff Kilmann	<i>Bluff Kilmann</i>	9100 W. Lorne Rogers Dr		9/11/15
Victoria Flores	<i>Victoria Flores</i>	8040 W. Belmont St		9/11/15
Emilia Castillo	<i>Emilia Castillo</i>	7 E. Rinke St		9/11/15
Genia Castillo	<i>Genia Castillo</i>	7 E. Rinke Dr		
Austin Dekorman	<i>Austin Dekorman</i>	7 E. Rinke Dr		9/11/15
Liz Rensch	<i>Liz Rensch</i>	Calderon Hall		9/11/15
Daniel Weeks	<i>Daniel Weeks</i>	8025 E. Greenfield		9/11/15
Jesus Torres Jr	<i>Jesus Torres Jr</i>	2800 W. Wallbridge St		
Isabelle Wink	<i>Isabelle Wink</i>	Tinsley Hall		9/11/15
Cecilia Borczyk	<i>Cecilia Borczyk</i>	614 S. Lorne Dr		9/11/15
Lesleigh Beddell	<i>Lesleigh Beddell</i>	1080 Kainab Lane		9/11/15
Zanele Norton	<i>Zanele Norton</i>	1080 W. Kainab Lane		9/11/15
Morgan Adeney	<i>Morgan Adeney</i>	1080 S. Lorne St		9/11/15
Scott Granucci	<i>Scott Granucci</i>	8707 E. University St		9/11/15
Derek Gier	<i>Derek Gier</i>	51 Santa Monica Street		9/11/15
Alec Schmidt	<i>Alec Schmidt</i>	51 Santa Monica Street Apt 21		9/11/15
Christina Ormrod	<i>Christina Ormrod</i>	Calwell Hall		9/11/15
Phyllis Flores	<i>Phyllis Flores</i>	McConnell		9/11/15
Kankee Amstutz	<i>Kankee Amstutz</i>	Taylor Hall		9/11/15
Kevin Beggs	<i>Kevin Beggs</i>	Gillman Hall		9/11/15
Vernis Smith	<i>Vernis Smith</i>	Calwell Hall		9/11/15

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Printed Name	Signature	Address	Comment	Date
Cameron Butler	Cameron Butler	5924 N. 33rd St. P.V. AZ 85229		9-5-15
Austin Clark	Austin Clark	1326 N. Wilbur St. Mesa, AZ 85204		9/5/15
Alex Smith	Alex Smith	30543 N. 113rd Ln. Dewata, AZ 85123		9/5/15
Tim Rodriguez	Tim Rodriguez	216 E. Mountain View Dr.		9/5/15
Alan Crosswhite	Alan Crosswhite	216 E. Mountain View Dr.		9/5/15
Ellie Valier	Ellie Valier	1174 S. Knolls Dr.		9/5/15
Olivia Altamirano	Olivia Altamirano	1024 S. Knolls Dr.		9/5/15
Brent McFarlane	Brent McFarlane	216 E. Mountain View Dr.		9/5/15
Brett Farmer	Brett Farmer	216 E. Mountain View Dr.		9/5/15
John Spencer	John Spencer	216 E. Mountain View Dr.		9/5/15
Chad Burns	Chad Burns	216 E. Mountain View Dr.		9/5/15
Andrew Francis	Andrew Francis	2404 S. Stormy Ln.		9/5/15
Michael Robinson	Michael Robinson	240 W. Sanders Dr. #171		9/5/15
Carina Wendersce	Carina Wendersce	262 E. Franklin Ave.	2 fines for nothing!!	9/5/15
Max Rosenberg	Max Rosenberg	216 E. Mountain View Dr.	against right to assemble	9/5/15
Laura Wilson	Laura Wilson	216 E. Mountain View Dr.		9/5/15
Tristan Spencer	Tristan Spencer	216 E. Mountain View Dr.		9/5/15
Eric Fletcher	Eric Fletcher	216 E. Mountain View Dr.		9/5/15
Nicholas Romero	Nicholas Romero	216 E. Mountain View Dr.		9/5/15
Daniel Brilhart	Daniel Brilhart	216 E. Mountain View Dr.		9/5/15
Erin Munoz	Erin Munoz	NAU PO 78910 Flagstaff		9/5/15
Daniel Lucas	Daniel Lucas	2126 E. Franklin Rd.		9/5/15
Seremy Taylor	Seremy Taylor	12517 E. Maricopa Dr.		9/5/15
Barley Hollingsworth	Barley Hollingsworth	2400 Lake Mary Rd.		9/5/15
Wesley LeVan	Wesley LeVan	216 E. Mountain View Dr.		9/5/15
LJ Hinkson	LJ Hinkson	2500 S. Huffer Ln.		9/5/15
Eliza Munoz	Eliza Munoz	216 E. Mountain View Dr.		9/5/15
Jacob Quesada	Jacob Quesada	510 S. Leroux St.		9/5/15
Luis Peraltin	Luis Peraltin	520 S. Verde St.	Fines for nothing	9/5/15
Jessica Fernandez	Jessica Fernandez	614 S. Knolls Dr.		9/5/15
Shae Sampson	Shae Sampson	614 S. Knolls Dr.		9/5/15
Melissa Estrada	Melissa Estrada	977 E. Pine Knoll Dr.		9/5/15

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Printed Name	Signature	Address	Comment	Date
Bryan Browning	Bryan Browning	901 E Kensington Ln	Go fishing!	9-11-15
Darlene Dyer	Darlene Dyer		Party!	9-11-15
Mac Welch-Hallman	Mac Welch	2224 801 Canyon Springs drive		9-11-15
Kris Cuetin	Kristin Cuetin	1731 2 Arrowhead Ave #10		9/11/15
Mikaula Lewis	Mikaula Lewis	10365 E Dolphin Ave		9/11/15
Mary Ann Sargent	Mary Ann Sargent	2156 N. 3rd. St.		9-11-15
Michael Gonzalez	Michael Gonzalez	2000 Hated Ln		9/11/15
Jamie Rose Patton	Jamie Rose Patton	2116 E. Mountain View Dr.		9/11/15
Kaitlee Walcott	Kaitlee Walcott	2116 E Mountain View Dr		9/11/15
Tadpole Brooks	Tadpole Brooks	44 N. Trail of the woods	Thanks!	9/11/15
Damian Rou	Damian Rou	1506 S. San Francisco Drive		9/11/15
Naomi Uribe	Naomi Uribe	9123 W. University Ave Apt 34	Thanks!	9/11/15
Alan Ng	Alan Ng			9/11/15
London Pope	London Pope	TINSLEY HALL	PARTAY	9/11/15
Marisol Pesce	Marisol Pesce	TINSLEY HALL		9/11/15
Mckenzie Erdman	Mckenzie Erdman	3400 Lake Mary Rd. 17302	Party on!	9/11/15
Felipe Nealon	Felipe Nealon	Gabaldon 4243		9/11/15
Morales Gibson	Morales Gibson	Seiley Hall		9/11/15
Omari Montgomery	Omari Montgomery	Gabaldon Hall		9/11/15
Devenna Amadoriegua	Devenna	Gabaldon Hall		9/11/15
Jason Foster	Jason Foster	Gabaldon Hall		9/11/15
Javin Sinner	Javin Sinner	Wilson Hall	I'm black	9-11-15
Leanna Harbottle	Leanna Harbottle	Calderon		
Victoria Buest	Victoria Buest	Calderon		9/11/15
Matt Pitts	Matt Pitts	312 S. Humphrey St.	Thanks	9/11/15
David Espinoza	David Espinoza	419 South Leroux St		9/11/15
Brook Rich	Brook Rich	414 S. Leroux St.	Fla	
Dreanna Maxwell	Dreanna Maxwell	Gillenwater		9/11/15
Michael Moler	Michael Moler	5088 S. serpentine Rd.	Heil yes!	9/11
Brooke Minter	Brooke Minter	510 C. Macdonell Dr		9/11
Emily Thorne	Emily Thorne	413 W. University	Don	9/11
Steven Wagner	Steven Wagner	1489 E Ivy Ln		9/11/15
Charles Bach	Charles Bach	1489 E Ivy Ln		9/11/15

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Printed Name	Signature	Address	Comment	Date
Carter Barrett	<i>C. Barrett</i>	5774 E. Franklin Ave #6001		9/12/15
Dana Smith	<i>DS</i>	923 S. University Ave.		9/12/15
Janie Murray	<i>Janie Murray</i>	8000 Forest Meadows		9/12/15
Sara Mosher	<i>Sara Mosher</i>	3015 N 48th St		9/12/15
Chip Gersick	<i>Chip Gersick</i>	S. Hunter N 250		
Art Warner	<i>Art Warner</i>			
Chris Warner	<i>Chris Warner</i>			
Don Randall	<i>Don Randall</i>			
Boyle Hayes	<i>Boyle Hayes</i>	Gambold Hall F		9/12/13
Anna Wrig	<i>Anna Wrig</i>	Gambold Hall		9/12/15
Bryan Marshall	<i>Bryan Marshall</i>	#6 1200 S. Rorden Road Flagstaff		9/12/15
William Lee	<i>William Lee</i>	Gambold Hall B		9/12/15
Alex Martinez	<i>Alex Martinez</i>	The Suite		9/12/15
Melissa Overett	<i>Melissa Overett</i>	McConnell Hall		9/12/15
Matthew Stord	<i>Matthew Stord</i>	Tinsley Hall		9/12/15
Gregston Knight	<i>Gregston Knight</i>	Ernest Carlson Hall		9/12/15
Carla Hewitt	<i>Carla Hewitt</i>	Cowden Hall		9/12/15
Sam Eschman	<i>Sam Eschman</i>	MT View Hall		9/12/15
Brett Anner	<i>Brett Anner</i>	MT View Hall		9/12/15
Domenic DeFazio	<i>Domenic DeFazio</i>	MT View Hall		9/12/15
Brandon Meeder	<i>Brandon Meeder</i>	MT View Hall		9/12/15
Daniel Martinez	<i>Daniel Martinez</i>	McConnell		9/12/15
Julia Wilki	<i>Julia Wilki</i>	324 Rio de Janeiro		9/12/15
John Murrain	<i>John Murrain</i>	13 W Elm Ave		9/12/15
Sean Standford	<i>Sean Standford</i>	700 S. Blackbird Road #59		9/12/15
Sarah Sharma	<i>Sarah Sharma</i>	700 S. Blackbird Rst #59		9/12/15
William Welch	<i>William Welch</i>	45 E. Carter Dr. #115		9/12/15
Nicole Welch	<i>Nicole Welch</i>	3601 Mary Rd #161		9/12/15
Texas Bratcher	<i>Texas Bratcher</i>			9/12/13
Danielle Blake	<i>Danielle Blake</i>	Gambold Hall		9/12/15
Hayley Enosman	<i>Hayley Enosman</i>	2800 S Highland Village		9/12/15
Nicole Bailey	<i>Nicole Bailey</i>			

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Printed Name	Signature	Address	Comment	Date
Page Colwell	<i>Page Colwell</i>			9/12/15
Taylor Kedia	<i>Taylor Kedia</i>	200 E McConnell Dr		9/12/15
Samantha Benton	<i>Samantha Benton</i>	800 E McConnell Dr		9/12/15
Amanda Cardenas	<i>Amanda Cardenas</i>			9/12/15
Brad Ceballos	<i>Brad Ceballos</i>	9 W. University Dr.		9/12/15
Brandon Caraminos	<i>Brandon Caraminos</i>			9/12/15
Daniel Crooks	<i>Daniel Crooks</i>	Roseberry		9/12/15
Nayan Patel	<i>Nayan Patel</i>	801 E McConnell Dr.		9/12/15
Paulina Joriel	<i>Paulina Joriel</i>	7 E UNIVERSITY DR.		9/12/15
Sukhdev Juttan	<i>Sukhdev Juttan</i>	7 E UNIVERSITY DR.		9/12/15
Tristan Bern	<i>Tristan Bern</i>	300 E McConnell Dr.		9-12-15
Sebastian Morales	<i>Sebastian Morales</i>	Campbell Hall		9/12/15
Lorenzo Celis	<i>Lorenzo Celis</i>	Morton Hall		9/12/15
Evon Quinliver	<i>Evon Quinliver</i>	708 E. Franklin		9/12/15
Page Fishering	<i>Page Fishering</i>	708 E. Franklin		9/12/15
Isabel Baker	<i>Isabel Baker</i>	Mtn view hall		9/12/15
Andrew Kain	<i>Andrew Kain</i>			9/12/15
Michael Capachin	<i>Michael Capachin</i>			9/12/15
Taylor Martinez	<i>Taylor Martinez</i>	836 W. FOX HILL RD		9/12/15
Nick Miller	<i>Nick Miller</i>	1420 W. SHAWNEE	ridiculous	7/12/15
Sam Soto	<i>Sam Soto</i>	3683 S. Cheryl Dr.	Stupid	7/14/15
Dr. Russell	<i>Dr. Russell</i>	1300 S. San Francisco St		9/12/15
Gene Owen	<i>Gene Owen</i>	3601 Lake Mary Rd 352		9/12/15
Sean McMillin	<i>Sean McMillin</i>	262 E. Franklin Ave		9/12/15
Anden Richards	<i>Anden Richards</i>	262 E. Franklin Ave	Lowe	9/12/15
Brandon Everine	<i>Brandon Everine</i>	2527 S. Clifflawn St		9/12/15
Janice Hart	<i>Janice Hart</i>	262 E. Franklin Ave	b/c HR annoying	9/12/15
Gabi Frog	<i>Gabi Frog</i>	901 S. Denny	FU YOU	9/12/15
Ryan Mack	<i>Ryan Mack</i>	725 E. Kensington Dr.	#2	9/12/15
Nicholas Little	<i>Nicholas Little</i>	51 S. Maricopa St.	you	9/12/15
Kevin Watson	<i>Kevin Watson</i>	2600 E. Highland Ave	EGK	9/12/15
Bob Taylor	<i>Bob Taylor</i>	318 S. Humphreys		9/12/15
	<i>Bob Taylor</i>	203 W. Benton		9/12/15

*33 signatures per page

Printed Name	Signature	Address	Comment	Date
Angela King	[Signature]	247 E. Franklin Ave	RT 5-D	9/12
Grand Penny	[Signature]	208 W. Belmont	WTF/RT 5-D	9/12
Emily Prokovich	[Signature]	1200 R. cedar	this is B.S	9/12
Brooke Fuld	[Signature]	1710 weeping willow way	mountain view	9/12
Kenna Kotod	[Signature]	210 E. Kensington Ave	this law sucks!	9/12
Zoe Smith	[Signature]	210 E. MPT. View	507	9/12
Sonya Mitchell	[Signature]	601 E. Piccadilly Dr. Apt 507	507	9/12
Alec Boyce	[Signature]	1075 S. Beaver St	what they said	9/12
Ethana Hattar	[Signature]	1075 S. Beaver St.	SO DUMB! HEUD!	9-12
Isabel Weintraub	[Signature]	609 S. Fontaine St.	dope	9-12
Tiffany Coletti	[Signature]	1000 W. Forest Meadows St.	lame	9-12
Kassu Jaramillo	[Signature]	210 E. Mountain View	Lameeee	9-12
Sierth Bellman	[Signature]	1650 E. Jacob way	not	9-12
Colby Concha	[Signature]	725 E. Kensington Dr	what's our rights boo	9-12
Jameson Shioh	[Signature]	901 S. O'Leary Street 193	get rid of it	9/12
Carson mad	[Signature]	51 S. S. Maria way	get rid of it	9/12
Tanner Delannoy	[Signature]	1726 E. Flower St	get rid of it	9/12
Belaira Sampaio	[Signature]	2326 E. Flower St	get rid of it	9/12
Felipe Ferris	[Signature]	300 E. McConnell Dr	That's it	9/12
Paula Espindola	[Signature]	2326 E. Flower St	That's it	9/12
Marlo De Moya	[Signature]	1056 McDonald Hill	That's it	9/12
Tao Alkars	[Signature]	1055 McDonald Hill	That's it	9/12
Blake Hower	[Signature]	1500 S. San Francisco St	That's it	9/12
Lisa Coleman	[Signature]	1800 S. San Francisco St	That's it	9/12
Khara Leona	[Signature]	733 E. Franklin Ave.	That's it	9/12
Emma Torres	[Signature]	133 E. Franklin Ave	That's it	9/12
Briley Samvich	[Signature]	133 E. Franklin Ave	That's it	9/12
Dawn Rabin	[Signature]	133 E. Franklin Ave.	That's it	9/12
Andrew Carmona	[Signature]	3302 S. Litzler Dr	That's it	9/12
David Young	[Signature]	3302 S. Litzler Dr	That's it	9/12
Michael Vilamand	[Signature]	3302 S. Litzler Dr	That's it	9/12
Richardo Yama	[Signature]	2010 N. Runtree Rd.	That's it	9/12

*33 signatures per page

Printed Name	Signature	Address	Comment	Date
Bridget Mower		Reilly hill		9-11-15
Jacki George		Reilly hill		
Taylor Chire		Gabaldon hall		9-11-15
Lukey Estland		Gabaldon		9-11
Matt Ferland		423 W University		9-11-15
Katie Barton		Mountain view Hall		9-11-15
Taylor Hannon		Campbell Hall		9-11-15
Part Boze		803 E Kensington Ln		9-11-15
Sharon Jackson		2607 E. Northham Dr		9-11-15
Shirley Winstanley		2117 E. Matherman		9-11-15
Philip Ryoff		Gabaldon		9-11-15
Condor Finch		Taylor Hall		9-11-15
Alexander Tai		Mountainview hall		
Ching Lopez		3230 S MEHRHOFF		
James P. Pugh		Gabaldon hall		9-11-15
Samantha Ham		3250 S. Litzler Dr.		9/11/15
Headnerstone		3250 S. Litzler Dr	this law is dumb !!!	9/11/15
Garney Vendino		3250 S. Litzler Dr	PLEASE !!!	9/11/15
Liam Rukid		McKays Village	Cool	9/11/15
Cory Warenty		McKays village		9/11/15
Patrick Burke		Allen Hall		9/11/15
Mikayla Burke		Sechrist		9/11/15
Dan Morris		Mountain View		9/11/15
Cameron Walker		Tinsley		9/11/15
Hank Mouski		Tinsley	This is dumb against it	9/11/15
Jacob Jaeger		Sechrist		9/11/15
Hadlee Hannon		Sechrist		9/11/15
Will Gault		225 E. Zor way	Frustrating	9/11/15
Rochelle Wankman		2361 Tolani		9/11/15
Josha Wender		McConnell Hall	Not for it	9/12/15
Michael Wender		Tinsley Hall		9/12/15
Ivessa Rosillos		Hilltop		
Ryan Brady		200 E. Puckett Dr		9/12/15

*33 signatures per page

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Elizabeth A. Burke, City Clerk
Date: 09/30/2015
Meeting Date: 10/06/2015



TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember Oravits to place on a future agenda an amendment to City Council Rules of Procedure to require four members of Council to move an item forward under F.A.I.R.

RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember Oravits has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are three councilmembers interested in placing it on a future agenda.

INFORMATION:

None

Attachments:

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Elizabeth A. Burke, City Clerk
Date: 09/30/2015
Meeting Date: 10/06/2015



TITLE

Future Agenda Item Request (F.A.I.R.): A request by Mayor Nabours to place on a future agenda a discussion of the City's Sidewalk Ordinance.

RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Mayor Nabours has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are three councilmembers interested in placing it on a future agenda.

INFORMATION:

None

Attachments: