DRAFT AGENDA

REGULAR COUNCIL MEETING
TUESDAY
MARCH 1, 2016

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

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

7. APPOINTMENTS

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

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

RECOMMENDED ACTION:

Make three appointments to terms expiring January 2019.
Make one appointment to a term expiring January 2017.

B. **Consideration of Appointments:** Beautification and Public Art Commission.

RECOMMENDED ACTION:

Make two appointments to terms expiring June 2018.

C. **Consideration of Appointments:** Heritage Preservation Commission.

RECOMMENDED ACTION:

Make three appointments to terms expiring December 2018.

D. **Consideration of Appointments:** Board of Adjustment.

RECOMMENDED ACTION:

Make two appointments to terms expiring May 2018.

E. **Consideration of Appointments:** Library Board.

RECOMMENDED ACTION:

Make one appointment to a term expiring November 2016.
Make one appointment to a term expiring November 2018.

F. **Consideration of Appointments:** Transportation Commission.

RECOMMENDED ACTION:

Make one appointment to a term expiring July 2018.
Make one appointment to a term expiring July 2019.

G. **Consideration of Appointments:** Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) Transit Advisory Committee (TAC) Citizen Alternate Appointment.

RECOMMENDED ACTION:

Make one appointment to a term expiring October 2018.

8. LIQUOR LICENSE PUBLIC HEARINGS

None

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 Cooperative Contract:** Purchase of two (2) Residential Side Load Refuse Trucks and two (2) Commercial Front Load Refuse Trucks from Rush Truck Center through the Cooperative Purchase Agreement with the City Of Tempe, Contract# T15-097-01.

RECOMMENDED ACTION:

Approve the purchase of two (2) 2017 Peterbilt 320 Cab and Chassis including Scorpion Side Load Bodies in the amount of $264,268.64 each, and two (2) 2017 Peterbilt 320 Cab and Chassis including McNeilus Front Load Bodies in the amount of $258,996.37 each, for a total purchase amount of $1,046,530.02.

B. **Consideration and Approval of Purchase:** Two (2) Police Interceptor Utility Vehicles

RECOMMENDED ACTION:

Approve the purchase of two (2) 2016 Ford Police Interceptor Utility Vehicles from Peoria Ford (current contract holder) out of a City of Flagstaff Contingency Fund account. These funds were identified as the preferred purchase account by the Budget Committee. The total purchase price for these two (2) vehicles would be $57,988.88 (taxes and fees included).

10. ROUTINE ITEMS

A. **Consideration and Adoption of Ordinance No. 2016-09:** An ordinance to enter into a third 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).***

RECOMMENDED ACTION:

1) Read Ordinance No. 2016-09 by title only for the final time
2) City Clerk reads Ordinance No. 2016-09 by title only (if approved above)
3) Adopt Ordinance No. 2016-09

B. **Consideration and Adoption of Resolution No. 2016-07:** A resolution to adopt the *Coconino County Multi-Jurisdictional Hazard Mitigation Plan*

RECOMMENDED ACTION:

1) Read Resolution No. 2016-07 by title only
2) City Clerk reads Resolution No. 2016-07 by title only (if approved above)
3) Adopt Resolution No. 2016-07

C. **Consideration and Adoption of Clean-Up Ordinances:**

Consideration and Adoption of Ordinance No. 2016-11: An ordinance of the City Council of the City of Flagstaff Amending the Flagstaff City Code, Title 1, Administrative, Chapter 15, Municipal Court, Division 1, Section 2, Municipal Judge, Presiding Magistrate, Hearing Officers, to Require all Municipal Judges to be Admitted to the Practice of Law in the State of Arizona; Providing for Repeal of Conflicting Ordinances, Severability, and Establishing an Effective Date ***(Municipal Judge Qualifications)***

Consideration and Adoption of Ordinance No. 2016-12: An ordinance of the City Council of the City of Flagstaff, Amending the Flagstaff City Code, Title 1, Administrative, Chapter 24, Insurance, Division 1, Section 7, Insurance, to Increase the Authority of the City Manager to Settle Claims up to Fifty Thousand Dollars; Providing for Repeal of Conflicting Ordinances, Severability, and Establishing an Effective Date. ***(Bringing City Code Consistent with Charter Regarding City Manager's Authority to Settle Claims)***

Consideration and Adoption of Ordinance No. 2016-13: An ordinance of the City Council of the City of Flagstaff, Amending the Flagstaff City Code, Title 11, General Plans and Subdivisions, Chapter 20, Subdivision and Land Split Procedures and Requirements, Division 1, Sections 30 and 40, Pre-Application Conference, and Land Split and Combination Applications, to Provide Opportunity for Additional Lot Splits for Long-Term Parcel Owners; Providing for Repeal of Conflicting Ordinances, Severability, and Establishing an Effective Date. ***(Lot Splits)***

RECOMMENDED ACTION:

At the Council Meeting of March 1, 2016:

1) Read Ordinance No. 2016-11 by title only for the first time
2) City Clerk reads Ordinance No. 2016-11 by title only (if approved above)
3) Read Ordinance No. 2016-12 by title only for the first time
4) City Clerk reads Ordinance No. 2016-12 by title only (if approved above)
5) Read Ordinance No. 2016-13 by title only for the first time
6) City Clerk reads Ordinance No. 2016-13 by title only (if approved above)

At the Council Meeting of March 22, 2016:

7) Read Ordinance No. 2016-11 by title only for the final time
8) City Clerk reads Ordinance No. 2016-11 by title only (if approved above)
9) Adopt Ordinance No. 2016-11
10) Read Ordinance No. 2016-12 by title only for the final time
11) City Clerk reads Ordinance No. 2016-12 by title only (if approved above)
12) Adopt Ordinance No. 2016-12
13) Read Ordinance No. 2016-13 by title only for the final time
14) City Clerk reads Ordinance No. 2016-13 by title only (if approved above)
15) Adopt Ordinance No. 2016-13

D. **Consideration and Adoption of Resolution No. 2016-05** A Resolution to abandon 1,103 Sq. Ft. of sewer easement, recorded in Docket 196, Pg. 613 Coconino County. ***(Resolution to abandon an unused sewer easement near Route 66 and Ponderosa Parkway)***

RECOMMENDED ACTION:

1) Read Resolution No. 2016-05 by title only
2) City Clerk reads Resolution No. 2016-05 by title only (if approved above)
3) Adopt Resolution No. 2016-05

E. **Consideration and Adoption of Resolution No. 2016-04:** A Resolution to abandon a vacant public utility easement. Recorded in Coconino County, Docket 245, Pg. 5, over, under and across; 3025 E. Industrial Dr., APN 107-15-013B and 107-30-022A, 2201 N. Vickey St., APN 107-15-015, and 2225 N. Steves Boulevard, APN. 107-30-012. ***(Resolution to abandon an unused public utility easement)***

RECOMMENDED ACTION:

1) Read Resolution No. 2016-04 by title only.
2) City Clerk reads Resolution No. 2016-04 by title only if approved above.
3) Adopt Resolution No. 2016-04

RECESS

6:00 P.M. MEETING

RECONVENE

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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11. ROLL CALL

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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, Consideration, and Adoption of Ordinance No. 2016-08:** An ordinance of the Flagstaff City Council amending the Flagstaff Zoning Map Downtown Regulating Plan designation of approximately 0.29 acres of land generally located west of the southwest corner of Mikes Pike and Phoenix Avenue from the T4 Neighborhood 1 - Open (T4N.1-O) and T5 Main Street (T5) transect zones to the T4 Neighborhood 2 (T4N.2) transect zone and of approximately 1.35 acres located at 17 S Mikes Pike from the T4 Neighborhood 1 - Open (T4N.1-O) transect zone to the T5 Main Street (T5) transect zone, conditional. ***(The Hub Zoning Map Amendment)***

RECOMMENDED ACTION:

1) Read Ordinance No. 2016-08 by title only for the final time
2) City Clerk reads Ordinance No. 2016-08 by title only (if approved above)
3) Adopt Ordinance No. 2016-08.

15. REGULAR AGENDA

A. **Discussion and Possible Action re**: Current Issues Before the Arizona Legislature

16. DISCUSSION ITEMS

17. FUTURE AGENDA ITEM REQUESTS

After discussion and upon agreement by a majority of all 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 discussion on Regional Plan Goals/Policies regarding Climate Change.

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 _____, 2016.

_____
Elizabeth A. Burke, MMC, City Clerk

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, Deputy City Clerk
Date:	06/25/2015
Meeting Date:	03/01/2016

TITLE:

Consideration of Appointments: Tourism Commission.

RECOMMENDED ACTION:

Make three appointments to terms expiring January 2019.
Make one appointment to a term expiring January 2017.

Executive Summary:

The mission of the Tourism Commission is to develop, promote, and maintain Flagstaff as a year-round visitor destination with professional visitor services that will benefit the community economically, environmentally, and socially. The Tourism Commission makes recommendations to the Council concerning expenditure of the tourism portion of the Bed, Board and Booze ("BBB") tax, a 2% local transaction privilege tax. The Tourism Commission consists of seven citizens serving three-year terms. There are currently four seats available. It is important to fill vacancies on Boards and Commissions quickly so as to allow the Commission to continue meeting on a regular basis.

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

Jose Alvarado (new applicant)
Josh Bangle (new applicant)
Joann Clark (new applicant)
Thomas D'Agostino (new applicant)
Dino Dulbson (current commissioner)
Lynda Fleischer (new applicant)
Nicholas Gabriel (new applicant)
Debbi Grogan (current commissioner)
Katherine Elizabeth Roe (new applicant)
Caleb Schiff (new applicant)

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

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember Brewster, Councilmember Evans, Mayor Nabours and Councilmember Oravits

Financial Impact:

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

Connection to Council Goal and/or Regional Plan:

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

Has There Been Previous Council Decision on This:

The City Council recently took action to eliminate the specialty designations associated with the Tourism Commission.

Options and Alternatives:

1) Appoint four Commissioners: By appointing members at this time, the Tourism Commission will be at full membership, allowing the group to meet and provide recommendations to the City Council.

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

Community Benefits and Considerations:

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

Community Involvement:

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

Attachments: Tourism Roster
Tourism Authority

City of Flagstaff, AZ

TOURISM COMMISSION MEMBERS

NAME	APPOINTED	TERM EXPIRES	TRAINING COMPLETED
Abeyta, Ruben	**07/15/2014**	**01/17**	**10/27/2014**
General Manager/Fairfield Inn by Marriott 2348 Keams Canyon Trail Flagstaff, AZ 86001 Cell Phone: 505-515-5006 Term: (1st 7/14-1/17)			
Dullbson, Dino	**02/19/2013**	**01/16**	**02/16/2012**
General Manager/Owner/Econo Lodge 2480 E. Lucky Lane Flagstaff, AZ 86004 Cell Phone: 928-380-3450 Term: (1st 2/10 - 1/13; 2nd 1/13 - 1/16)			
Grogan, Debbi		**01/16**	**No**
Owner/Peak Events, LLC 3616 Fox Lair Dr. Flagstaff, AZ 86004 Cell Phone: 928-606-5601 Term: (1st 2/15-01/16)			
Murphy, Ben	**01/06/2015**	**01/18**	**No**
Founder/Lead Guide/All-Star Grand Canyon Tours 3834 N. Paradise Rd. Flagstaff, AZ 86004 Cell Phone: 928-864-9554 Term: (1st 1/15-1/18)			

City of Flagstaff, AZ

Pappas, Lori	**02/19/2013**	**01/16**	**04/24/2008**
Market Segment Manager/Suddenlink 902 N. Fox Hill Flagstaff, AZ 86004 Work Phone: 928-266-0693 Term: (1st 11/07 - 1/10; 2nd 1/10 - 1/13; 3rd 1/13-1/16)			
Shields, Susan	**02/13/2014**	**01/17**	**No**
Director of Sales/Little America Hotel 2697 N. Sandstone Way Flagstaff, AZ 86004 Cell Phone: 928-637-5467 Term: (1st 2/14-1/17)			
Z-VACANT,		**01/17**	**No**

Staff Representative: Heidi Hansen

As Of: February 04, 2016

ORDINANCE NO. 2015-22

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA, AMENDING QUALIFICATIONS FOR MEMBERS WHO SERVE ON CERTAIN BOARDS AND COMMISSIONS, AND CONSOLIDATIING AND HARMONIZING COMMISSION DUTIES, BY AMENDING TITLE II, *BOARDS AND COMMISSIONS,* BY AMENDING CHAPTER 2-03, *PARKS AND RECREATION COMMISSION,* CHAPTER 2-13, *TOURISM COMMISSION*; CHAPTER 2-14, *BEAUTIFICATION AND PUBLIC ART COMMISSION*; CHAPTER 2-19, *HERITAGE PRESERVATION COMMISSION*; CHAPTER 2-20, *OPEN SPACES COMMISSION*; AND AMENDING TITLE III, *BUSINESS REGULATIONS*, BY AMENDING CHAPTER 3-06, *HOSPITALITY INDUSTRY TAX REVENUES*, AND INCLUDING A CLERICAL CORRECTION TO CONFORM WITH THE CURRENT TAX RATE; AND PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AND EFFECTIVE DATES

RECITALS:

WHEREAS, the Flagstaff City Council seeks to eliminate requirements for specialty representatives on certain commissions of the City; and

WHEREAS, the Flagstaff City Council also desires to clarify the City Code by consolidating and harmonizing provisions found in Title III, *Business Regulations*, with Title II, *Boards and Commissions*.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA that the Flagstaff City Code is hereby amended as follows:

SECTION 1. In General.

Title II, Boards and Commissions, Chapter 2-03, ***Parks and Recreation Commission***, is amended by amending Section 2-03-001-0004 to read as follows (additions are shown as capitalized text, and deletions are shown as stricken):

2-03-001-0004 POWERS AND DUTIES:

A. The duties of the Commission shall be to advise the Council, through periodic written reports to the Council, recommending policy direction on City lands, structures and facilities that are set aside or should be set aside or dedicated to recreational purposes, including but not limited to parks, swimming pools, playgrounds, playing and sports fields and golf courses. The scope of the activities of the Commission shall also include but not be limited to advising and recommending policy direction in activities involving recreational and cultural pursuits of the elderly and the young and to otherwise employ in constructive and wholesome manner and leisure time of the citizens.

B. The City Council may consider the advice and recommendation of the Commission and thereafter give direction through the City Manager to implement the recreational program as they see fit.

C. The Commission shall review and make recommendation on the annual budget of the Parks Section and Recreation Section prior to the submittal thereof to the City Manager.

D. WITH RESPECT TO THE PARKS AND RECREATION PORTION OF THE BED, BOARD AND BOOZE TAX ALLOCATED UNDER CHAPTER 3-06, *HOSPITALITY INDUSTRY REVENUES*, THE COMMISSION SHALL MAKE RECOMMENDATIONS TO THE COUNCIL CONCERNING THE ANNUAL BUDGETARY ALLOCATION OF THE PARKS AND RECREATION PORTION OF THIS TAX, TO INCLUDE BUT NOT BE LIMITED TO:

1. DEVELOPING PARKS AND RECREATION FACILITIES, AND PROGRAMS AS NEEDED TO BENEFIT THE COMMUNITY AND ITS VISITORS.

2. FUNDING FOR THE FLAGSTAFF URBAN TRAILS SYSTEM DEVELOPMENT AND MAINTENANCE.

3. DEVELOPING, ACQUIRING AND DISTRIBUTING MATERIAL TO PROMOTE PARKS AND RECREATION.

4. RETAINING OF APPROPRIATE STAFF TO IMPLEMENT APPROVED PROGRAMS.

E. FOR PURPOSES OF SUBSECTION D, "PARKS AND RECREATION" MEANS THE DEVELOPMENT AND MANAGEMENT OF PUBLIC PARKS, RECREATIONAL FACILITIES, AND PROGRAMS WHICH ARE AVAILABLE TO THE RESIDENTS AND VISITORS INCLUDING FUNDING THE FLAGSTAFF URBAN TRAIL SYSTEM. (SAME MEANING AS SET FORTH IN SECTION 3-06-001-0001.)

Title II, *Boards and Commissions,* Chapter 2-13, ***Tourism Commission,*** is amended by amending Sections 2-13-001-0002, 2-13-001-0002 and 2-13-001-0006 to read as follows (additions are shown as capitalized text, and deletions are shown as stricken):

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

There is hereby established a City Tourism Commission. There shall be seven (7) voting members of said Commission who shall meet as hereinafter provided to consider and recommend programs for the expenditure of the TOURISM portion of the Bed, Board and Booze Tax ALLOCATED under CHAPTER 3-06, *HOSPITALITY INDUSTRY REVENUES.* ~~as designated by Ordinance No. 1532~~.

"TOURISM" MEANS THE GUIDANCE, MANAGEMENT, MARKETING, ACCOMMODATION, PROMOTION AND ENCOURAGEMENT OF TOURISTS (SAME MEANING AS SET FORTH IN SECTION 3-06-001-0001).

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

The composition of the membership shall consist of:

A. ~~Four (4)~~ SEVEN (7) members to be appointed by the City Council. Each member shall ~~be from the hospitality industry and~~ serve for three (3) years, on a staggered term basis.

~~B. Three (3) additional members to be appointed by the City Council, to serve for three (3) years, on a staggered term basis.~~

B.~~C.~~ The City Manager or the Manager's designee shall be an ex officio member of the Commission. The member shall have no voting privileges.

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

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

A member's term in office shall commence with the first regular Commission meeting following the appointment and terminate with the regular Commission meeting at which the successor takes office. No voting member of the Commission may be appointed to more than two (2) consecutive full terms.

2-13-001-0006 DUTIES:

The duties of the Commission shall be to:

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

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

C. Make recommendations to the City Council concerning the annual budgetary allocation of the tourism portion of the Bed, Board and Booze Tax ~~as outlined in Ordinance No. 1532, Section 4.A.3.b.(1)-(7)~~ TO INCLUDE, BUT NOT BE LIMITED TO:

1. PROVIDING FUNDING TO THE QUALIFIED, ESTABLISHED PUBLIC OR PRIVATE AGENCY TO ADMINISTER, ON A CONTRACT BASIS, TOURISM PROGRAMS AS REQUIRED.

2. DEVELOPING AND IMPLEMENTING A MARKETING PLAN. MAJOR ELEMENTS OF THE MARKETING PLAN WILL INCLUDE, BUT NOT BE LIMITED TO, DEVELOPING A SPECIFIC IMAGE FOR FLAGSTAFF, IDENTIFYING TARGET MARKET SEGMENTS, IMPLEMENTING A PROMOTIONAL PLAN DIRECTED TO TARGET MARKET SEGMENTS.

3. ESTABLISHING VISITOR INFORMATION CENTER(S) TO INCLUDE, BUT NOT BE LIMITED TO, A HIGH PROFILE LOCATION, EASY VISITOR ACCESS, ADEQUATE STAFFING, A TOLL-FREE TELEPHONE NUMBER FOR VISITOR INFORMATION, AND DEVELOP OTHER FACILITIES AS NEEDED TO BENEFIT VISITORS AND THE COMMUNITY.

4. ESTABLISHING AN EDUCATIONAL PROGRAM TO INCLUDE, BUT NOT BE LIMITED TO, SCHOLARSHIPS FOR HOSPITALITY EDUCATION AT NORTHERN ARIZONA UNIVERSITY.

5. PROMOTING ACTIVITIES THAT ENHANCE THE COMMUNITY'S IMAGE AND THE OVERALL QUALITY OF LIFE.

6. RETAINING OF APPROPRIATE STAFF TO IMPLEMENT APPROVED PROGRAMS.

D. Perform any additional duties as determined by the City Council related to tourism activities.

Title II, *Boards and Commissions,* Chapter 2-14, ***Beautification and Public Art Commission***, is amended by amending Sections 2-14-001-0001, 2-14-001-0002 and 2-14-001-0006 as follows (additions are shown as capitalized text, and deletions are shown as stricken):

2-14-001-0001 CREATION OF COMMISSION:

There is hereby established a City Beautification and Public Art Commission. There shall be seven (7) voting members of said Commission who shall meet as hereinafter provided to consider and recommend programs for the expenditure of the BEAUTIFICATION AND ARTS AND SCIENCES portions of the Bed, Board and Booze Tax ALLOCATED UNDER CHAPTER 3-06, *HOSPITALITY INDUSTRY REVENUES*. ~~as designated by Section 3-06-001-0003~~.

"ARTS AND SCIENCES" MEANS SUPPORT FOR FLAGSTAFF ARTS, SCIENTIFIC AND CULTURAL ACTIVITIES, EVENTS AND ORGANIZATIONS TO PROVIDE DIRECT AND INDIRECT CITIZEN PARTICIPATION AND ENHANCEMENT OF THE OVERALL QUALITY OF LIFE AND COMMUNITY IMAGE INCLUDING SUPPORT OF PUBLIC ART. (SAME MEANING AS SET FORTH IN SECTION 3-06-001-0001).

"BEAUTIFICATION" MEANS ANY MODIFICATION OF THE URBAN PHYSICAL ENVIRONMENT TO INCREASE PLEASURE TO THE SENSES OR PLEASURABLY EXALT THE MIND OR SPIRIT OR STRENGTHEN THE URBAN DESIGN FRAMEWORK OF THE CITY (SAME MEANING AS SET FORTH IN SECTION 3-06-001-0001).

2-14-001-0002 COMPOSITION AND TERM OF OFFICE:

The composition of the membership shall consist of~~:~~

~~A. One (1) member to be from the hospitality industry, appointed by the City Council. Said member shall serve a three (3) year term.~~

~~B. One (1) voting member from the arts community, including but not limited to artists, craftsmen, gallery owners, arts educator, art historian, art curator, art administrator.~~

~~C. One (1) voting member who is a design professional, including, but not limited to, architect, landscape architect, urban planner, or graphic designer.~~

~~D. Four (4) additional~~ SEVEN (7) members appointed by the City Council.

Each member shall serve three (3) year terms, on a staggered basis. A member's term in office shall commence with the first regular Commission meeting following the appointment and terminate with the regular Commission meeting at which the successor takes office. No voting member of the Commission may be appointed to more than two (2) full consecutive terms.

2-14-001-0006 DUTIES:

The duties of the Commission shall be to:

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

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

C. Make recommendations to the City Council concerning the annual budgetary allocation of the beautification and public art portions of the Bed, Board and Booze Tax and other monies as deemed appropriate by the City Council, ~~as outlined in City Code, Section 3-06-001-0004,~~ to include, but not be limited to:

1. Purchase, installation or modification of landscaping and irrigation systems;

2. Purchase, removal or modification of billboards and nonconforming signs;

3. Beautification of buildings and facilities, streetscapes and gateways;

4. Purchase and installation of public art projects;

5. Purchase or lease of easements or property necessary for beautification projects.

D. Make recommendations to the City Council for public art projects by:

1. Reviewing and defining potential public art projects and writing project descriptions.

2. Determining the artist selection method and writing the call to artists for public art projects.

3. Evaluating public art proposals for recommendation to the City Council.

4. Facilitating display of local art in public facilities.

E. WITH RESPECT TO THE ARTS AND SCIENCE PORTION OF THE BED, BOARD AND BOOZE TAX ALLOCATED UNDER CHAPTER 3-06, *HOSPITALITY INDUSTRY REVENUES,* THE COMMISSION SHALL MAKE RECOMMENDATIONS TO THE COUNCIL CONCERNING THE ANNUAL BUDGETARY ALLOCATION OF THE ARTS AND SCIENCE PORTION OF THIS TAX, TO INCLUDE BUT NOT BE LIMITED TO:

1. DEVELOPING AND SUPPORTING THE FLAGSTAFF ARTS, SCIENTIFIC AND CULTURAL ACTIVITIES, EVENTS AND ORGANIZATIONS TO PROVIDE DIRECT AND INDIRECT CITIZEN PARTICIPATION, AND OPPORTUNITIES FOR ENHANCEMENT OF THE OVERALL QUALITY OF LIFE AND COMMUNITY IMAGE.

2. DEVELOPING, ACQUIRING AND DISTRIBUTING MATERIAL TO PROMOTE ARTS AND SCIENCE.

3. DEVELOPING FINANCIAL ASSISTANCE PROGRAMS TO STIMULATE ARTISTIC AND SCIENTIFIC ACTIVITIES IN FLAGSTAFF.

4. RETAINING OF APPROPRIATE STAFF TO IMPLEMENT APPROVED PROGRAMS.

~~E~~F. Perform those additional duties as determined by the City Council, related to THE ~~b~~Beautification and ~~p~~Public ~~a~~Art COMMISSION ~~activities~~.

Title II, *Boards and Commissions,* Chapter 2-19, ***Heritage Preservation Commission,*** is amended by amending Section 2-19-001-0002 as follows (deletions are shown as stricken):

2-19-001-0002 MEMBERSHIP

~~A.~~ The membership of the commission shall consist of seven (7) voting members. Additional members may be appointed in the future, if and when additional Historic Design Review Districts beyond the first district are created, to represent those additional districts and help develop and adopt design guidelines for those districts.

~~1. At least two (2) members must be professionals in the areas of architecture, history, architectural history, planning, or archaeology.~~

~~2. At least two (2) members shall be owners of locally designated historic properties or properties listed on the National Register of Historic Places.~~

~~3. At least three (3) members shall be from the general community.~~

~~4. Any member may satisfy more than one (1) of the above qualifications and any "professional" category may be filled by a person who is retired from that profession.~~

~~B. Appointed members shall have a demonstrated interest in the history of the community and be committed to represent not only their specific areas of expertise, but also the community at large~~.

Title II, *Boards and Commissions,* Chapter 2-20, ***Open Spaces Commission,*** is amended by amending Section 2-20-001-0001 as follows (additions are shown as capitalized text, and deletions are shown as stricken):

2-20-001-0001 CREATION OF THE COMMISSION:

There is hereby created an advisory body to be called the "Open Spaces Commission" ("Commission") consisting of the following seven (7) regular members all of whom shall be appointed by the City Council, except for designee from the Planning and Zoning Commission: ~~four (4) members from the natural and cultural sciences;~~ one (1) member from the Planning and Zoning Commission; ~~one (1) member who markets real estate or is a representative from real estate development;~~ and ~~one (1)~~ SIX (6) public at-large memberS. All Commission members shall be voting members. A Chairperson shall be selected by a majority vote of those members at a meeting called for that purpose.

Title III, *Business Regulations,* Chapter 3-06, ***Hospitality Industry Tax Revenues***, is amended by amending Sections 3-06-001-0001, 3-06-001-0002, and 3-06-001-0003 as follows (additions are shown as capitalized text, deletions are shown as stricken):

3-06-001-0001 DEFINITIONS

"Arts and sciences" means support for Flagstaff arts, scientific and cultural activities, events and organizations to provide direct and indirect citizen participation and enhancement of the overall quality of life and community image including support of public art.

"Beautification" means any modification of the urban physical environment to increase pleasure to the senses or pleasurably exalt the mind or spirit or strengthen the urban design framework of the City.

"Economic development" means the encouragement, promotion and assistance of the expansion of economic activity for the purposes of expanding revenue and providing jobs to the community.

"Hospitality industry" means those establishments engaged in business as bar/lounge, restaurant or hotel/motel/campground.

"Hospitality industry tax revenues" means THE REVENUES COLLECTED FROM THE TWO PERCENT (2%) LOCAL TRANSACTION PRIVILEGE TAX IMPOSED ON THE LODGING, RESTAURANT AND LOUNGE BUSINESSES BY ORDINANCE NO. 1532, AS EXTENDED THROUGH MARCH 31, 2018, BY APPROVAL OF A MAJORITY OF

THE QUALIFIED ELECTORS VOTING IN THE CITY GENERAL ELECTION HELD ON MAY 18, 2010. THIS TAX IS REFERRED TO AS THE "BED, BOARD, AND BOOZE TAX" OR "BBB TAX" AND IS PART OF THE TOTAL TAX RATE IMPOSED ~~a share of the local transaction privilege tax revenues collected and received~~ pursuant to the City tax code, Sections 3-05-004-0444, Hotels, and 3-05-004-0455, Restaurants and bars. ~~which share is equivalent to two (2) divided by three and seven hundred twenty-one thousandths (3.721) or approximately fifty-three and seven hundred forty-nine thousandths percent (53.749%) of all such revenues~~

"Parks and recreation" means the development and management of public parks, recreational facilities, and programs which are available to the residents and visitors including funding the Flagstaff urban trail system.

"Tourism" means the guidance, management, marketing, accommodation, promotion and encouragement of tourists.

"Tourists/visitors" means individuals or groups which visit Flagstaff and surrounding areas for business, recreational, educational, scientific or cultural purposes.

3-06-001-0002 DISTRIBUTION OF HOSPITALITY INDUSTRY TAX REVENUES

There shall be a separate accounting for all hospitality industry tax revenues collected. Said funds shall be distributed and expended consistent with City ordinances, the City Charter and State law. The funds collected shall be allocated as follows:

A. Thirty percent (30%) for tourism in conformance with CHAPTER 2-13, *TOURISM COMMSSION* ~~Section 3-06-001-0003(A).~~

B. Twenty percent (20%) for beautification in conformance with CHAPTER 2-14, *BEAUTIFICATION AND PUBLIC ART COMMISSION* ~~Section 3-06-001-0003(B)~~.

C. Nine and one-half percent (9.5%) for economic development in conformance with Section 3-06-001-0003(C).

D. Thirty-three percent (33%) for parks and recreation, in conformance with CHAPTER 2-03, *PARKS AND RECREATION COMMISSION* ~~Section 3-06-001-0003(D)~~.

E. Seven and one-half percent (7.5%) for arts and science in conformance with CHAPTER 2-14, *BEAUTIFICATION AND PUBLIC ART COMMISSION* ~~Section 3-06-001-0003(E)~~.

3-06-001-0003 FINANCIAL CONTROL

A. Tourism. Those funds designated for tourism shall be administered PURSUANT TO CHAPTER 2-13, *TOURISM COMMISSION,* OF THE CITY CODE~~, as follows:~~

~~1. The City Council shall appoint a Tourism Commission composed of nine (9) members, five (5) of whom shall be from the hospitality industry. Recommendations for members will be made by the Flagstaff tourism industry; or~~

~~2. The City Council shall designate an appropriate public or private agency to form a Tourism Committee. Said Committee shall be composed of one City Council person and additional members as required, the majority of whom will be from the hospitality industry. (Ord. No. 2006-14, amended, 05/16/2006)~~

~~3. This public or private agency, or Commission, shall review the expenditure of the portion of this tax to be applied to tourist related activities and projects and:~~

~~a. Develop and transmit to the Council an annual master plan outlining the Commission's or public or private agency's program recommendations for the upcoming year.~~

~~b. Make recommendations to the Council concerning the annual budgetary allocation of the tourism portion of this tax to include, but not be limited to:~~

~~(1) Providing funding to the qualified, established public or private agency to administer, on a contract basis, tourism programs as required.~~

~~(2) Developing and implementing a marketing plan. Major elements of the marketing plan will include, but not be limited to, developing a specific image for Flagstaff, identifying target market segments, implementing a promotional plan directed to target market segments.~~

~~(3) Establishing visitor information center(s) to include, but not be limited to, a high profile location, easy visitor access, adequate staffing, a toll-free telephone number for visitor information, and develop other facilities as needed to benefit visitors and the community.~~

~~(4) Establishing an educational program to include, but not be limited to, scholarships for hospitality education at Northern Arizona University.~~

~~(5) Promoting activities that enhance the community's image and the overall quality of life.~~

~~(6) Retaining of appropriate staff to implement approved programs.~~

~~c. Perform those additional duties determined by the Council as set forth by ordinance.~~

B. Beautification. Those funds designated for beautification and public art shall be administered PURSUANT TO CHAPTER 2-14, *BEAUTIFICATION AND PUBLIC ART COMMISSION,* OF THE CITY CODE ~~as follows:~~

~~1. The City Council shall appoint a Beautification and Public Art Commission composed of nine (9) members to review the expenditure of the portion of this tax to be applied to beautification activities and projects. Funds for the public art program shall be derived from an allocation of the arts and sciences portion of this tax as set out in Section 3-06-001-0003(E) and from other monies as the City Council may consider appropriate.~~

~~2. The Beautification and Public Art Commission shall:~~

~~a. Make recommendations concerning the allocation of this tax.~~

~~b. Make recommendations to the Council concerning the annual budgetary allocation of the beautification and public art portions of this tax and other monies as deemed appropriate, to include but not be limited to:~~

~~(1) Purchase, installation or modification of landscaping and irrigation systems.~~

~~(2) Purchase, removal or modification of billboards and nonconforming signs.~~

~~(3) Beautification of buildings and facilities, streetscapes and gateways.~~

~~(4) Development and support of the City's public art program.~~

~~(5) Purchase or lease of easements or property necessary for beautification projects.~~

~~3. Perform those additional duties determined by the Council as set forth by ordinance.~~

C. Economic Development. Those funds designated for economic development shall be administered as follows:

The City Council shall:

1. Appoint or act as an Economic Development Commission;

2. Designate an appropriate public or private economic development agency. Said agency shall be composed of at least two City Council persons and additional members as required;

3. This public or private agency shall:

   a. Develop and transmit to the Council an annual master plan outlining the Commission's or public or private agency's program recommendations for the upcoming year. Said plan shall be presented to the Council prior to April 1st of each year.

b. Make recommendations to the Council concerning the annual budgetary allocation of the economic development portion of this tax, to include but not be limited to:

(1) Developing, acquiring and distributing advertising material to promote economic development.

(2) Providing financial assistance programs to stimulate relocation and retention of industrial prospects to Flagstaff.

(3) Retaining of appropriate staff to implement approved programs.

(4) Perform those additional duties determined by the Council as set forth by ordinance.

D. Parks and Recreation. Those funds designated for parks and recreation shall be administered PURSUANT TO CHAPTER 2-03, *PARKS AND RECREATION COMMISSION,* OF THE CITY CODE. ~~as follows:~~

~~The City Council shall:~~

~~1. Appoint a Parks and Recreation Commission which shall:~~

~~a. Review the expenditure of the portion of this tax to be applied to parks and recreation related activities and projects.~~

~~b. Develop and transmit to the Council an annual operating plan outlining the Commission's program recommendations for the upcoming year.~~

~~c. Make recommendations to the Council concerning the annual budgetary allocation of the parks and recreation portion of this tax, to include but not be limited to:~~

~~(1) Developing parks and recreation facilities, and programs as needed to benefit the community and its visitors.~~

~~(2) Funding for the Flagstaff urban trails system development and maintenance.~~

~~(3) Developing, acquiring and distributing material to promote parks and recreation.~~

~~(4) Retaining of appropriate staff to implement approved programs.~~

~~d. Perform those additional duties determined by the Council as set forth by ordinance.~~

E. Arts and Science. Those funds designated for arts and science, INCLUDING AN ANNUAL AMOUNT ALLOCATED BY THE CITY COUNCIL FOR THE SUPPORT AND DEVELOPMENT OF THE CITY'S PUBLIC ART PROGRAM, shall be administered PURSUANT TO CHAPTER 2-14, *BEAUTIFICATION AND PUBLIC ART COMMISSION,* OF THE CITY CODE. ~~as follows:~~

~~The City Council shall:~~

~~1. Allocate an annual amount for the support and development of the City's public art program to be administered by the Beautification Commission as provided in subsection (B) of this section.~~

~~2. Designate an appropriate public or private arts and science agency or board.~~

~~3. This public or private agency or board shall:~~

~~a. Review the expenditure of the portion of this tax to be applied to arts and science related activities and projects;~~

~~b. Develop and transmit to the Council an annual plan outlining program recommendations for the upcoming year in conjunction with the City's annual budgetary process;~~

~~c. Make recommendations to the Council concerning the annual budgetary allocation of the arts and science portion of this tax, to include but not be limited to:~~

~~(1) Developing and supporting the Flagstaff arts, scientific and cultural activities, events and organizations to provide direct and indirect citizen participation, and opportunities for enhancement of the overall quality of life and community image.~~

~~(2) Developing, acquiring and distributing material to promote arts and science.~~

~~(3) Developing financial assistance programs to stimulate artistic and scientific activities in Flagstaff.~~

~~(4) Retaining of appropriate staff to implement approved programs; and~~

~~d. Perform those additional duties determined by the Council as set forth by ordinance.~~

SECTION 2. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed.

SECTION 3. Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Effective Dates.

This ordinance shall become effective thirty (30) days following adoption by the City Council. The tax rate correction set forth in SECTION 5, City Code Section 3-06-001-0001 is a clerical correction effective as of January 1, 2014.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 5th day of January, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, Deputy City Clerk
Date:	02/04/2016
Meeting Date:	03/01/2016

TITLE:

Consideration of Appointments: Beautification and Public Art Commission.

RECOMMENDED ACTION:

Make two appointments to terms expiring June 2018.

Executive Summary:

The Beautification and Public Art Commission consists of seven citizens, and recommends expenditures from the BBB beautification fund and public art portion of the BBB arts and science fund. It studies and recommends community beautification projects ranging from landscaping and irrigation, signs and billboards, buildings, facilities, streetscapes, gateways, the purchase and installation of public art projects within beautification projects, property acquisition for beautification and/or public art projects, and neighborhood-initiated projects, to mention a few.

There are currently two seats available. It is important to fill vacancies on Boards and Commissions quickly so as to allow the Commission to continue meeting on a regular basis.

There are four applications currently on file, they are as follows:

Andres Adauto (new applicant)
Jasmine Barber-Winter (new applicant)
Robert Chambers (current commissioner)
Erin Joyce (new applicant)

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

Council Appointment Assignment: Mayor Nabours and Vice Mayor Barotz

Financial Impact:

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

Connection to Council Goal and/or Regional Plan:

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

Has There Been Previous Council Decision on This:

The City Council recently took action to eliminate the specialty designations associated with the Beautification and Public Art Commission.

Options and Alternatives:

1) Appoint two Commissioners; by appointing Commissioners at this time, the Beautification and Public Art Commission will be at full membership, allowing the group to meet and provide recommendations to the City Council.

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

Community Benefits and Considerations:

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

Community Involvement:

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

Attachments: BPAC Roster
BPAC Authority

City of Flagstaff, AZ

BEAUTIFICATION AND PUBLIC ART COMMISSION MEMBERS

NAME	APPOINTED	TERM EXPIRES	TRAINING COMPLETED
Averbeck, George	**05/20/2014**	**06/17**	**No**
Glass Artist/Self 429 E. David Flagstaff, AZ 86001 Cell Phone: 928-600-1158 Term: (1st 5/14-6/17)			
Chambers, Robert	**12/04/2012**	**06/15**	**11/04/2013**
Illustrator/Designer/Self 103 N. Bonito #1 Flagstaff, AZ 86001 Term: (1st 12/12-6/15)			
Clark, Dan	**10/20/2015**	**6/18**	**No**
Retired 4884 Bright Angel Trail Flagstaff, AZ 86005 Home Phone: 760-793-6681 Term: (1st 10/15-6/18)			
Doyle, Anne, Chairman	**05/20/2014**	**06/17**	**10/20/2011**
Heritage Program Manager/Museum of Northern Arizona 508 W. Tombstone Flagstaff, AZ 86001 Cell Phone: 928-607-2066 Term: (1st 6/11 - 6/14; 2nd 6/14-6/17)			
Gardner, Emma	**10/01/2013**	**06/16**	**03/12/2013**
Artist/Self 216 S. Beaver St. Flagstaff, AZ 86001 Home Phone: 928-607-5039 Term: (1st 12/12-6/13; 2nd 6/13-6/16)			

City of Flagstaff, AZ

Hasenbank, Jason, Vice Chairman	**10/01/2013**	**06/16**	**11/04/2013**
Owner/Off The Wall Entertainment 816 N. Kendrick Sr. Flagstaff, AZ 86001 Home Phone: 928-607-3001 Term: (1st 10/13 - 6/16)			
Z-VACANT,		**06/15**	**No**

Staff Representative: **Karl Eberhard**

As Of: **February 04, 2016**

ORDINANCE NO. 2015-22

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA, AMENDING QUALIFICATIONS FOR MEMBERS WHO SERVE ON CERTAIN BOARDS AND COMMISSIONS, AND CONSOLIDATIING AND HARMONIZING COMMISSION DUTIES, BY AMENDING TITLE II, *BOARDS AND COMMISSIONS,* BY AMENDING CHAPTER 2-03, *PARKS AND RECREATION COMMISSION,* CHAPTER 2-13, *TOURISM COMMISSION*; CHAPTER 2-14, *BEAUTIFICATION AND PUBLIC ART COMMISSION*; CHAPTER 2-19, *HERITAGE PRESERVATION COMMISSION*; CHAPTER 2-20, *OPEN SPACES COMMISSION*; AND AMENDING TITLE III, *BUSINESS REGULATIONS*, BY AMENDING CHAPTER 3-06, *HOSPITALITY INDUSTRY TAX REVENUES*, AND INCLUDING A CLERICAL CORRECTION TO CONFORM WITH THE CURRENT TAX RATE; AND PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AND EFFECTIVE DATES

RECITALS:

WHEREAS, the Flagstaff City Council seeks to eliminate requirements for specialty representatives on certain commissions of the City; and

WHEREAS, the Flagstaff City Council also desires to clarify the City Code by consolidating and harmonizing provisions found in Title III, *Business Regulations*, with Title II, *Boards and Commissions*.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA that the Flagstaff City Code is hereby amended as follows:

SECTION 1. In General.

Title II, Boards and Commissions, Chapter 2-03, ***Parks and Recreation Commission***, is amended by amending Section 2-03-001-0004 to read as follows (additions are shown as capitalized text, and deletions are shown as stricken):

2-03-001-0004 POWERS AND DUTIES:

A. The duties of the Commission shall be to advise the Council, through periodic written reports to the Council, recommending policy direction on City lands, structures and facilities that are set aside or should be set aside or dedicated to recreational purposes, including but not limited to parks, swimming pools, playgrounds, playing and sports fields and golf courses. The scope of the activities of the Commission shall also include but not be limited to advising and recommending policy direction in activities involving recreational and cultural pursuits of the elderly and the young and to otherwise employ in constructive and wholesome manner and leisure time of the citizens.

B. The City Council may consider the advice and recommendation of the Commission and thereafter give direction through the City Manager to implement the recreational program as they see fit.

C. The Commission shall review and make recommendation on the annual budget of the Parks Section and Recreation Section prior to the submittal thereof to the City Manager.

D. WITH RESPECT TO THE PARKS AND RECREATION PORTION OF THE BED, BOARD AND BOOZE TAX ALLOCATED UNDER CHAPTER 3-06, *HOSPITALITY INDUSTRY REVENUES*, THE COMMISSION SHALL MAKE RECOMMENDATIONS TO THE COUNCIL CONCERNING THE ANNUAL BUDGETARY ALLOCATION OF THE PARKS AND RECREATION PORTION OF THIS TAX, TO INCLUDE BUT NOT BE LIMITED TO:

1. DEVELOPING PARKS AND RECREATION FACILITIES, AND PROGRAMS AS NEEDED TO BENEFIT THE COMMUNITY AND ITS VISITORS.

2. FUNDING FOR THE FLAGSTAFF URBAN TRAILS SYSTEM DEVELOPMENT AND MAINTENANCE.

3. DEVELOPING, ACQUIRING AND DISTRIBUTING MATERIAL TO PROMOTE PARKS AND RECREATION.

4. RETAINING OF APPROPRIATE STAFF TO IMPLEMENT APPROVED PROGRAMS.

E. FOR PURPOSES OF SUBSECTION D, "PARKS AND RECREATION" MEANS THE DEVELOPMENT AND MANAGEMENT OF PUBLIC PARKS, RECREATIONAL FACILITIES, AND PROGRAMS WHICH ARE AVAILABLE TO THE RESIDENTS AND VISITORS INCLUDING FUNDING THE FLAGSTAFF URBAN TRAIL SYSTEM. (SAME MEANING AS SET FORTH IN SECTION 3-06-001-0001.)

Title II, *Boards and Commissions,* Chapter 2-13, ***Tourism Commission,*** is amended by amending Sections 2-13-001-0002, 2-13-001-0002 and 2-13-001-0006 to read as follows (additions are shown as capitalized text, and deletions are shown as stricken):

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

There is hereby established a City Tourism Commission. There shall be seven (7) voting members of said Commission who shall meet as hereinafter provided to consider and recommend programs for the expenditure of the TOURISM portion of the Bed, Board and Booze Tax ALLOCATED under CHAPTER 3-06, *HOSPITALITY INDUSTRY REVENUES.* ~~as designated by Ordinance No. 1532~~.

"TOURISM" MEANS THE GUIDANCE, MANAGEMENT, MARKETING, ACCOMMODATION, PROMOTION AND ENCOURAGEMENT OF TOURISTS (SAME MEANING AS SET FORTH IN SECTION 3-06-001-0001).

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

The composition of the membership shall consist of:

A. ~~Four (4)~~ SEVEN (7) members to be appointed by the City Council. Each member shall ~~be from the hospitality industry and~~ serve for three (3) years, on a staggered term basis.

~~B. Three (3) additional members to be appointed by the City Council, to serve for three (3) years, on a staggered term basis.~~

B.~~C.~~ The City Manager or the Manager's designee shall be an ex officio member of the Commission. The member shall have no voting privileges.

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

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

A member's term in office shall commence with the first regular Commission meeting following the appointment and terminate with the regular Commission meeting at which the successor takes office. No voting member of the Commission may be appointed to more than two (2) consecutive full terms.

2-13-001-0006 DUTIES:

The duties of the Commission shall be to:

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

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

C. Make recommendations to the City Council concerning the annual budgetary allocation of the tourism portion of the Bed, Board and Booze Tax ~~as outlined in Ordinance No. 1532, Section 4.A.3.b.(1)-(7)~~ TO INCLUDE, BUT NOT BE LIMITED TO:

1. PROVIDING FUNDING TO THE QUALIFIED, ESTABLISHED PUBLIC OR PRIVATE AGENCY TO ADMINISTER, ON A CONTRACT BASIS, TOURISM PROGRAMS AS REQUIRED.

2. DEVELOPING AND IMPLEMENTING A MARKETING PLAN. MAJOR ELEMENTS OF THE MARKETING PLAN WILL INCLUDE, BUT NOT BE LIMITED TO, DEVELOPING A SPECIFIC IMAGE FOR FLAGSTAFF, IDENTIFYING TARGET MARKET SEGMENTS, IMPLEMENTING A PROMOTIONAL PLAN DIRECTED TO TARGET MARKET SEGMENTS.

3. ESTABLISHING VISITOR INFORMATION CENTER(S) TO INCLUDE, BUT NOT BE LIMITED TO, A HIGH PROFILE LOCATION, EASY VISITOR ACCESS, ADEQUATE STAFFING, A TOLL-FREE TELEPHONE NUMBER FOR VISITOR INFORMATION, AND DEVELOP OTHER FACILITIES AS NEEDED TO BENEFIT VISITORS AND THE COMMUNITY.

4. ESTABLISHING AN EDUCATIONAL PROGRAM TO INCLUDE, BUT NOT BE LIMITED TO, SCHOLARSHIPS FOR HOSPITALITY EDUCATION AT NORTHERN ARIZONA UNIVERSITY.

5. PROMOTING ACTIVITIES THAT ENHANCE THE COMMUNITY'S IMAGE AND THE OVERALL QUALITY OF LIFE.

6. RETAINING OF APPROPRIATE STAFF TO IMPLEMENT APPROVED PROGRAMS.

D. Perform any additional duties as determined by the City Council related to tourism activities.

Title II, *Boards and Commissions,* Chapter 2-14, ***Beautification and Public Art Commission***, is amended by amending Sections 2-14-001-0001, 2-14-001-0002 and 2-14-001-0006 as follows (additions are shown as capitalized text, and deletions are shown as stricken):

2-14-001-0001 CREATION OF COMMISSION:

There is hereby established a City Beautification and Public Art Commission. There shall be seven (7) voting members of said Commission who shall meet as hereinafter provided to consider and recommend programs for the expenditure of the BEAUTIFICATION AND ARTS AND SCIENCES portions of the Bed, Board and Booze Tax ALLOCATED UNDER CHAPTER 3-06, *HOSPITALITY INDUSTRY REVENUES*. ~~as designated by Section 3-06-001-0003~~.

"ARTS AND SCIENCES" MEANS SUPPORT FOR FLAGSTAFF ARTS, SCIENTIFIC AND CULTURAL ACTIVITIES, EVENTS AND ORGANIZATIONS TO PROVIDE DIRECT AND INDIRECT CITIZEN PARTICIPATION AND ENHANCEMENT OF THE OVERALL QUALITY OF LIFE AND COMMUNITY IMAGE INCLUDING SUPPORT OF PUBLIC ART. (SAME MEANING AS SET FORTH IN SECTION 3-06-001-0001).

"BEAUTIFICATION" MEANS ANY MODIFICATION OF THE URBAN PHYSICAL ENVIRONMENT TO INCREASE PLEASURE TO THE SENSES OR PLEASURABLY EXALT THE MIND OR SPIRIT OR STRENGTHEN THE URBAN DESIGN FRAMEWORK OF THE CITY (SAME MEANING AS SET FORTH IN SECTION 3-06-001-0001).

2-14-001-0002 COMPOSITION AND TERM OF OFFICE:

The composition of the membership shall consist of~~:~~

~~A. One (1) member to be from the hospitality industry, appointed by the City Council. Said member shall serve a three (3) year term.~~

~~B. One (1) voting member from the arts community, including but not limited to artists, craftsmen, gallery owners, arts educator, art historian, art curator, art administrator.~~

~~C. One (1) voting member who is a design professional, including, but not limited to, architect, landscape architect, urban planner, or graphic designer.~~

~~D. Four (4) additional~~ SEVEN (7) members appointed by the City Council.

Each member shall serve three (3) year terms, on a staggered basis. A member's term in office shall commence with the first regular Commission meeting following the appointment and terminate with the regular Commission meeting at which the successor takes office. No voting member of the Commission may be appointed to more than two (2) full consecutive terms.

2-14-001-0006 DUTIES:

The duties of the Commission shall be to:

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

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

C. Make recommendations to the City Council concerning the annual budgetary allocation of the beautification and public art portions of the Bed, Board and Booze Tax and other monies as deemed appropriate by the City Council, ~~as outlined in City Code, Section 3-06-001-0004,~~ to include, but not be limited to:

1. Purchase, installation or modification of landscaping and irrigation systems;

2. Purchase, removal or modification of billboards and nonconforming signs;

3. Beautification of buildings and facilities, streetscapes and gateways;

4. Purchase and installation of public art projects;

5. Purchase or lease of easements or property necessary for beautification projects.

D. Make recommendations to the City Council for public art projects by:

1. Reviewing and defining potential public art projects and writing project descriptions.

2. Determining the artist selection method and writing the call to artists for public art projects.

3. Evaluating public art proposals for recommendation to the City Council.

4. Facilitating display of local art in public facilities.

E. WITH RESPECT TO THE ARTS AND SCIENCE PORTION OF THE BED, BOARD AND BOOZE TAX ALLOCATED UNDER CHAPTER 3-06, *HOSPITALITY INDUSTRY REVENUES,* THE COMMISSION SHALL MAKE RECOMMENDATIONS TO THE COUNCIL CONCERNING THE ANNUAL BUDGETARY ALLOCATION OF THE ARTS AND SCIENCE PORTION OF THIS TAX, TO INCLUDE BUT NOT BE LIMITED TO:

1. DEVELOPING AND SUPPORTING THE FLAGSTAFF ARTS, SCIENTIFIC AND CULTURAL ACTIVITIES, EVENTS AND ORGANIZATIONS TO PROVIDE DIRECT AND INDIRECT CITIZEN PARTICIPATION, AND OPPORTUNITIES FOR ENHANCEMENT OF THE OVERALL QUALITY OF LIFE AND COMMUNITY IMAGE.

2. DEVELOPING, ACQUIRING AND DISTRIBUTING MATERIAL TO PROMOTE ARTS AND SCIENCE.

3. DEVELOPING FINANCIAL ASSISTANCE PROGRAMS TO STIMULATE ARTISTIC AND SCIENTIFIC ACTIVITIES IN FLAGSTAFF.

4. RETAINING OF APPROPRIATE STAFF TO IMPLEMENT APPROVED PROGRAMS.

~~E~~F. Perform those additional duties as determined by the City Council, related to THE ~~b~~Beautification and ~~p~~Public ~~a~~Art COMMISSION ~~activities~~.

Title II, *Boards and Commissions,* Chapter 2-19, ***Heritage Preservation Commission,*** is amended by amending Section 2-19-001-0002 as follows (deletions are shown as stricken):

2-19-001-0002 MEMBERSHIP

~~A.~~ The membership of the commission shall consist of seven (7) voting members. Additional members may be appointed in the future, if and when additional Historic Design Review Districts beyond the first district are created, to represent those additional districts and help develop and adopt design guidelines for those districts.

~~1. At least two (2) members must be professionals in the areas of architecture, history, architectural history, planning, or archaeology.~~

~~2. At least two (2) members shall be owners of locally designated historic properties or properties listed on the National Register of Historic Places.~~

~~3. At least three (3) members shall be from the general community.~~

~~4. Any member may satisfy more than one (1) of the above qualifications and any "professional" category may be filled by a person who is retired from that profession.~~

~~B. Appointed members shall have a demonstrated interest in the history of the community and be committed to represent not only their specific areas of expertise, but also the community at large~~.

Title II, *Boards and Commissions,* Chapter 2-20, ***Open Spaces Commission,*** is amended by amending Section 2-20-001-0001 as follows (additions are shown as capitalized text, and deletions are shown as stricken):

2-20-001-0001 CREATION OF THE COMMISSION:

There is hereby created an advisory body to be called the "Open Spaces Commission" ("Commission") consisting of the following seven (7) regular members all of whom shall be appointed by the City Council, except for designee from the Planning and Zoning Commission: ~~four (4) members from the natural and cultural sciences;~~ one (1) member from the Planning and Zoning Commission; ~~one (1) member who markets real estate or is a representative from real estate development;~~ and ~~one (1)~~ SIX (6) public at-large memberS. All Commission members shall be voting members. A Chairperson shall be selected by a majority vote of those members at a meeting called for that purpose.

Title III, *Business Regulations,* Chapter 3-06, ***Hospitality Industry Tax Revenues***, is amended by amending Sections 3-06-001-0001, 3-06-001-0002, and 3-06-001-0003 as follows (additions are shown as capitalized text, deletions are shown as stricken):

3-06-001-0001 DEFINITIONS

"Arts and sciences" means support for Flagstaff arts, scientific and cultural activities, events and organizations to provide direct and indirect citizen participation and enhancement of the overall quality of life and community image including support of public art.

"Beautification" means any modification of the urban physical environment to increase pleasure to the senses or pleasurably exalt the mind or spirit or strengthen the urban design framework of the City.

"Economic development" means the encouragement, promotion and assistance of the expansion of economic activity for the purposes of expanding revenue and providing jobs to the community.

"Hospitality industry" means those establishments engaged in business as bar/lounge, restaurant or hotel/motel/campground.

"Hospitality industry tax revenues" means THE REVENUES COLLECTED FROM THE TWO PERCENT (2%) LOCAL TRANSACTION PRIVILEGE TAX IMPOSED ON THE LODGING, RESTAURANT AND LOUNGE BUSINESSES BY ORDINANCE NO. 1532, AS EXTENDED THROUGH MARCH 31, 2018, BY APPROVAL OF A MAJORITY OF

THE QUALIFIED ELECTORS VOTING IN THE CITY GENERAL ELECTION HELD ON MAY 18, 2010. THIS TAX IS REFERRED TO AS THE "BED, BOARD, AND BOOZE TAX" OR "BBB TAX" AND IS PART OF THE TOTAL TAX RATE IMPOSED ~~a share of the local transaction privilege tax revenues collected and received~~ pursuant to the City tax code, Sections 3-05-004-0444, Hotels, and 3-05-004-0455, Restaurants and bars. ~~which share is equivalent to two (2) divided by three and seven hundred twenty-one thousandths (3.721) or approximately fifty-three and seven hundred forty-nine thousandths percent (53.749%) of all such revenues~~

"Parks and recreation" means the development and management of public parks, recreational facilities, and programs which are available to the residents and visitors including funding the Flagstaff urban trail system.

"Tourism" means the guidance, management, marketing, accommodation, promotion and encouragement of tourists.

"Tourists/visitors" means individuals or groups which visit Flagstaff and surrounding areas for business, recreational, educational, scientific or cultural purposes.

3-06-001-0002 DISTRIBUTION OF HOSPITALITY INDUSTRY TAX REVENUES

There shall be a separate accounting for all hospitality industry tax revenues collected. Said funds shall be distributed and expended consistent with City ordinances, the City Charter and State law. The funds collected shall be allocated as follows:

A. Thirty percent (30%) for tourism in conformance with CHAPTER 2-13, *TOURISM COMMSSION* ~~Section 3-06-001-0003(A).~~

B. Twenty percent (20%) for beautification in conformance with CHAPTER 2-14, *BEAUTIFICATION AND PUBLIC ART COMMISSION* ~~Section 3-06-001-0003(B)~~.

C. Nine and one-half percent (9.5%) for economic development in conformance with Section 3-06-001-0003(C).

D. Thirty-three percent (33%) for parks and recreation, in conformance with CHAPTER 2-03, *PARKS AND RECREATION COMMISSION* ~~Section 3-06-001-0003(D)~~.

E. Seven and one-half percent (7.5%) for arts and science in conformance with CHAPTER 2-14, *BEAUTIFICATION AND PUBLIC ART COMMISSION* ~~Section 3-06-001-0003(E)~~.

3-06-001-0003 FINANCIAL CONTROL

A. Tourism. Those funds designated for tourism shall be administered PURSUANT TO CHAPTER 2-13, *TOURISM COMMISSION,* OF THE CITY CODE~~, as follows:~~

~~1. The City Council shall appoint a Tourism Commission composed of nine (9) members, five (5) of whom shall be from the hospitality industry. Recommendations for members will be made by the Flagstaff tourism industry; or~~

~~2. The City Council shall designate an appropriate public or private agency to form a Tourism Committee. Said Committee shall be composed of one City Council person and additional members as required, the majority of whom will be from the hospitality industry. (Ord. No. 2006-14, amended, 05/16/2006)~~

~~3. This public or private agency, or Commission, shall review the expenditure of the portion of this tax to be applied to tourist related activities and projects and:~~

~~a. Develop and transmit to the Council an annual master plan outlining the Commission's or public or private agency's program recommendations for the upcoming year.~~

~~b. Make recommendations to the Council concerning the annual budgetary allocation of the tourism portion of this tax to include, but not be limited to:~~

~~(1) Providing funding to the qualified, established public or private agency to administer, on a contract basis, tourism programs as required.~~

~~(2) Developing and implementing a marketing plan. Major elements of the marketing plan will include, but not be limited to, developing a specific image for Flagstaff, identifying target market segments, implementing a promotional plan directed to target market segments.~~

~~(3) Establishing visitor information center(s) to include, but not be limited to, a high profile location, easy visitor access, adequate staffing, a toll-free telephone number for visitor information, and develop other facilities as needed to benefit visitors and the community.~~

~~(4) Establishing an educational program to include, but not be limited to, scholarships for hospitality education at Northern Arizona University.~~

~~(5) Promoting activities that enhance the community's image and the overall quality of life.~~

~~(6) Retaining of appropriate staff to implement approved programs.~~

~~c. Perform those additional duties determined by the Council as set forth by ordinance.~~

B. Beautification. Those funds designated for beautification and public art shall be administered PURSUANT TO CHAPTER 2-14, *BEAUTIFICATION AND PUBLIC ART COMMISSION,* OF THE CITY CODE ~~as follows:~~

~~1. The City Council shall appoint a Beautification and Public Art Commission composed of nine (9) members to review the expenditure of the portion of this tax to be applied to beautification activities and projects. Funds for the public art program shall be derived from an allocation of the arts and sciences portion of this tax as set out in Section 3-06-001-0003(E) and from other monies as the City Council may consider appropriate.~~

~~2. The Beautification and Public Art Commission shall:~~

~~a. Make recommendations concerning the allocation of this tax.~~

~~b. Make recommendations to the Council concerning the annual budgetary allocation of the beautification and public art portions of this tax and other monies as deemed appropriate, to include but not be limited to:~~

~~(1) Purchase, installation or modification of landscaping and irrigation systems.~~

~~(2) Purchase, removal or modification of billboards and nonconforming signs.~~

~~(3) Beautification of buildings and facilities, streetscapes and gateways.~~

~~(4) Development and support of the City's public art program.~~

~~(5) Purchase or lease of easements or property necessary for beautification projects.~~

~~3. Perform those additional duties determined by the Council as set forth by ordinance.~~

C. Economic Development. Those funds designated for economic development shall be administered as follows:

The City Council shall:

1. Appoint or act as an Economic Development Commission;

2. Designate an appropriate public or private economic development agency. Said agency shall be composed of at least two City Council persons and additional members as required;

3. This public or private agency shall:

   a. Develop and transmit to the Council an annual master plan outlining the Commission's or public or private agency's program recommendations for the upcoming year. Said plan shall be presented to the Council prior to April 1st of each year.

b. Make recommendations to the Council concerning the annual budgetary allocation of the economic development portion of this tax, to include but not be limited to:

(1) Developing, acquiring and distributing advertising material to promote economic development.

(2) Providing financial assistance programs to stimulate relocation and retention of industrial prospects to Flagstaff.

(3) Retaining of appropriate staff to implement approved programs.

(4) Perform those additional duties determined by the Council as set forth by ordinance.

D. Parks and Recreation. Those funds designated for parks and recreation shall be administered PURSUANT TO CHAPTER 2-03, *PARKS AND RECREATION COMMISSION,* OF THE CITY CODE. ~~as follows:~~

~~The City Council shall:~~

~~1. Appoint a Parks and Recreation Commission which shall:~~

~~a. Review the expenditure of the portion of this tax to be applied to parks and recreation related activities and projects.~~

~~b. Develop and transmit to the Council an annual operating plan outlining the Commission's program recommendations for the upcoming year.~~

~~c. Make recommendations to the Council concerning the annual budgetary allocation of the parks and recreation portion of this tax, to include but not be limited to:~~

~~(1) Developing parks and recreation facilities, and programs as needed to benefit the community and its visitors.~~

~~(2) Funding for the Flagstaff urban trails system development and maintenance.~~

~~(3) Developing, acquiring and distributing material to promote parks and recreation.~~

~~(4) Retaining of appropriate staff to implement approved programs.~~

~~d. Perform those additional duties determined by the Council as set forth by ordinance.~~

E. Arts and Science. Those funds designated for arts and science, INCLUDING AN ANNUAL AMOUNT ALLOCATED BY THE CITY COUNCIL FOR THE SUPPORT AND DEVELOPMENT OF THE CITY'S PUBLIC ART PROGRAM, shall be administered PURSUANT TO CHAPTER 2-14, *BEAUTIFICATION AND PUBLIC ART COMMISSION,* OF THE CITY CODE. ~~as follows:~~

~~The City Council shall:~~

~~1. Allocate an annual amount for the support and development of the City's public art program to be administered by the Beautification Commission as provided in subsection (B) of this section.~~

~~2. Designate an appropriate public or private arts and science agency or board.~~

~~3. This public or private agency or board shall:~~

~~a. Review the expenditure of the portion of this tax to be applied to arts and science related activities and projects;~~

~~b. Develop and transmit to the Council an annual plan outlining program recommendations for the upcoming year in conjunction with the City's annual budgetary process;~~

~~c. Make recommendations to the Council concerning the annual budgetary allocation of the arts and science portion of this tax, to include but not be limited to:~~

~~(1) Developing and supporting the Flagstaff arts, scientific and cultural activities, events and organizations to provide direct and indirect citizen participation, and opportunities for enhancement of the overall quality of life and community image.~~

~~(2) Developing, acquiring and distributing material to promote arts and science.~~

~~(3) Developing financial assistance programs to stimulate artistic and scientific activities in Flagstaff.~~

~~(4) Retaining of appropriate staff to implement approved programs; and~~

~~d. Perform those additional duties determined by the Council as set forth by ordinance.~~

SECTION 2. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed.

SECTION 3. Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Effective Dates.

This ordinance shall become effective thirty (30) days following adoption by the City Council. The tax rate correction set forth in SECTION 5, City Code Section 3-06-001-0001 is a clerical correction effective as of January 1, 2014.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 5th day of January, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, Deputy City Clerk
Date:	02/04/2016
Meeting Date:	03/01/2016

TITLE:

Consideration of Appointments: Heritage Preservation Commission.

RECOMMENDED ACTION:

Make three appointments to terms expiring December 2018.

Executive Summary:

The Heritage Preservation Commission advises the City Council on all matters relating to historic preservation, and reviews development projects in designated historic districts; it consists of seven citizen members. There are currently three seats available. It is important to fill vacancies on Boards and Commissions quickly so as to allow the Commission to continue meeting on a regular basis.

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

Terry Greene (new applicant)
Jerry McLaughlin (new applicant)
Richard Rummel (new applicant)
Philip Scandura (current commissioner)
James Speed (new applicant)
Charlie Webber (new applicant)

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

COUNCIL APPOINTMENT ASSIGNEMENT: Councilmember Evans, Councilmember Overton and Mayor Nabours

Financial Impact:

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

Connection to Council Goal and/or Regional Plan:

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

Has There Been Previous Council Decision on This:

The City Council recently took action to eliminate the specialty designations associated with the Heritage Preservation Commission.

Options and Alternatives:

1) Appoint three Commissioners; by appointing members at this time, the Heritage Preservation Commission will be at full membership, allowing the group to meet and provide recommendations to the City Council.

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

Community Benefits and Considerations:

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

Community Involvement:

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

Attachments: HPC Roster
HPC Authority

City of Flagstaff, AZ

HERITAGE PRESERVATION COMMISSION MEMBERS

NAME	APPOINTED	TERM EXPIRES	TRAINING COMPLETED
Brydenthal, Kurt	**10/20/2015**	**12/17**	**11/13/2015**
Retired 3430 S. Moore Circle Flagstaff, AZ 86005 Home Phone: 630-926-9550 Term: (1st 10/15-12/17)			
Corbin, Lynne	**03/03/2015**	**12/16**	**03/12/2013**
Project Director/NAU 215 N. Park Flagstaff, AZ 86001 Home Phone: 928-774-8471 Term: (1st 3/15-12/16)			
Day, Jonathan, Vice Chairman	**07/15/2014**	**12/16**	**No**
Self Employed 209 E. Cottage Ave. Flagstaff, AZ 86001 Home Phone: 928-853-3503 Term: (1st 8/12 - 12/13; 2nd 12/13-12/16)			
Dunn, Laurel	**08/27/2012**	**12/15**	**10/20/2011**
Owner/England House Bed & Breakfast 614 W. Santa Fe Ave. Flagstaff, AZ 86001 Home Phone: 928-214-7350 Term: (1st 08/10-12/12; 2nd 12/12 - 12/15)			
Edwards, Josh	**01/06/2015**	**12/17**	**02/19/2015**
Archaeologist/Cornerstone Environmental 3631 N. Schevene Blvd. Flagstaff, AZ 86004 Cell Phone: 928-380-0373 Term: (1st 1/15-12/17)			

City of Flagstaff, AZ

Scandura, Philip	**12/18/2012**	**12/15**	**03/18/2010**
Staff Engineer - Aerospace/Honeywell 4853 S. Bright Angel Trail Flagstaff, AZ 86001 Home Phone: 928-214-8194 Term: (1st 8/10 - 12/12; 2nd 12/12-12/15)			
Zimmerman, David, Chairman	**08/27/2012**	**12/15**	**11/04/2013**
Planner/Historic Preservation Specialist/ADOT 3001 N. Schevene Blvd. Flagstaff, AZ 86004 Home Phone: 928-380-3057 Term: (1st 12/12 - 12/15)			

Staff Representative: Karl Eberhard

As Of: February 04, 2016

ORDINANCE NO. 2015-22

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA, AMENDING QUALIFICATIONS FOR MEMBERS WHO SERVE ON CERTAIN BOARDS AND COMMISSIONS, AND CONSOLIDATIING AND HARMONIZING COMMISSION DUTIES, BY AMENDING TITLE II, *BOARDS AND COMMISSIONS,* BY AMENDING CHAPTER 2-03, *PARKS AND RECREATION COMMISSION,* CHAPTER 2-13, *TOURISM COMMISSION*; CHAPTER 2-14, *BEAUTIFICATION AND PUBLIC ART COMMISSION*; CHAPTER 2-19, *HERITAGE PRESERVATION COMMISSION*; CHAPTER 2-20, *OPEN SPACES COMMISSION*; AND AMENDING TITLE III, *BUSINESS REGULATIONS*, BY AMENDING CHAPTER 3-06, *HOSPITALITY INDUSTRY TAX REVENUES*, AND INCLUDING A CLERICAL CORRECTION TO CONFORM WITH THE CURRENT TAX RATE; AND PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AND EFFECTIVE DATES

RECITALS:

WHEREAS, the Flagstaff City Council seeks to eliminate requirements for specialty representatives on certain commissions of the City; and

WHEREAS, the Flagstaff City Council also desires to clarify the City Code by consolidating and harmonizing provisions found in Title III, *Business Regulations*, with Title II, *Boards and Commissions*.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA that the Flagstaff City Code is hereby amended as follows:

SECTION 1. In General.

Title II, Boards and Commissions, Chapter 2-03, ***Parks and Recreation Commission***, is amended by amending Section 2-03-001-0004 to read as follows (additions are shown as capitalized text, and deletions are shown as stricken):

2-03-001-0004 POWERS AND DUTIES:

A. The duties of the Commission shall be to advise the Council, through periodic written reports to the Council, recommending policy direction on City lands, structures and facilities that are set aside or should be set aside or dedicated to recreational purposes, including but not limited to parks, swimming pools, playgrounds, playing and sports fields and golf courses. The scope of the activities of the Commission shall also include but not be limited to advising and recommending policy direction in activities involving recreational and cultural pursuits of the elderly and the young and to otherwise employ in constructive and wholesome manner and leisure time of the citizens.

B. The City Council may consider the advice and recommendation of the Commission and thereafter give direction through the City Manager to implement the recreational program as they see fit.

C. The Commission shall review and make recommendation on the annual budget of the Parks Section and Recreation Section prior to the submittal thereof to the City Manager.

D. WITH RESPECT TO THE PARKS AND RECREATION PORTION OF THE BED, BOARD AND BOOZE TAX ALLOCATED UNDER CHAPTER 3-06, *HOSPITALITY INDUSTRY REVENUES*, THE COMMISSION SHALL MAKE RECOMMENDATIONS TO THE COUNCIL CONCERNING THE ANNUAL BUDGETARY ALLOCATION OF THE PARKS AND RECREATION PORTION OF THIS TAX, TO INCLUDE BUT NOT BE LIMITED TO:

1. DEVELOPING PARKS AND RECREATION FACILITIES, AND PROGRAMS AS NEEDED TO BENEFIT THE COMMUNITY AND ITS VISITORS.

2. FUNDING FOR THE FLAGSTAFF URBAN TRAILS SYSTEM DEVELOPMENT AND MAINTENANCE.

3. DEVELOPING, ACQUIRING AND DISTRIBUTING MATERIAL TO PROMOTE PARKS AND RECREATION.

4. RETAINING OF APPROPRIATE STAFF TO IMPLEMENT APPROVED PROGRAMS.

E. FOR PURPOSES OF SUBSECTION D, "PARKS AND RECREATION" MEANS THE DEVELOPMENT AND MANAGEMENT OF PUBLIC PARKS, RECREATIONAL FACILITIES, AND PROGRAMS WHICH ARE AVAILABLE TO THE RESIDENTS AND VISITORS INCLUDING FUNDING THE FLAGSTAFF URBAN TRAIL SYSTEM. (SAME MEANING AS SET FORTH IN SECTION 3-06-001-0001.)

Title II, *Boards and Commissions,* Chapter 2-13, ***Tourism Commission,*** is amended by amending Sections 2-13-001-0002, 2-13-001-0002 and 2-13-001-0006 to read as follows (additions are shown as capitalized text, and deletions are shown as stricken):

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

There is hereby established a City Tourism Commission. There shall be seven (7) voting members of said Commission who shall meet as hereinafter provided to consider and recommend programs for the expenditure of the TOURISM portion of the Bed, Board and Booze Tax ALLOCATED under CHAPTER 3-06, *HOSPITALITY INDUSTRY REVENUES.* ~~as designated by Ordinance No. 1532~~.

"TOURISM" MEANS THE GUIDANCE, MANAGEMENT, MARKETING, ACCOMMODATION, PROMOTION AND ENCOURAGEMENT OF TOURISTS (SAME MEANING AS SET FORTH IN SECTION 3-06-001-0001).

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

The composition of the membership shall consist of:

A. ~~Four (4)~~ SEVEN (7) members to be appointed by the City Council. Each member shall ~~be from the hospitality industry and~~ serve for three (3) years, on a staggered term basis.

~~B. Three (3) additional members to be appointed by the City Council, to serve for three (3) years, on a staggered term basis.~~

B.~~C.~~ The City Manager or the Manager's designee shall be an ex officio member of the Commission. The member shall have no voting privileges.

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

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

A member's term in office shall commence with the first regular Commission meeting following the appointment and terminate with the regular Commission meeting at which the successor takes office. No voting member of the Commission may be appointed to more than two (2) consecutive full terms.

2-13-001-0006 DUTIES:

The duties of the Commission shall be to:

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

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

C. Make recommendations to the City Council concerning the annual budgetary allocation of the tourism portion of the Bed, Board and Booze Tax ~~as outlined in Ordinance No. 1532, Section 4.A.3.b.(1)-(7)~~ TO INCLUDE, BUT NOT BE LIMITED TO:

1. PROVIDING FUNDING TO THE QUALIFIED, ESTABLISHED PUBLIC OR PRIVATE AGENCY TO ADMINISTER, ON A CONTRACT BASIS, TOURISM PROGRAMS AS REQUIRED.

2. DEVELOPING AND IMPLEMENTING A MARKETING PLAN. MAJOR ELEMENTS OF THE MARKETING PLAN WILL INCLUDE, BUT NOT BE LIMITED TO, DEVELOPING A SPECIFIC IMAGE FOR FLAGSTAFF, IDENTIFYING TARGET MARKET SEGMENTS, IMPLEMENTING A PROMOTIONAL PLAN DIRECTED TO TARGET MARKET SEGMENTS.

3. ESTABLISHING VISITOR INFORMATION CENTER(S) TO INCLUDE, BUT NOT BE LIMITED TO, A HIGH PROFILE LOCATION, EASY VISITOR ACCESS, ADEQUATE STAFFING, A TOLL-FREE TELEPHONE NUMBER FOR VISITOR INFORMATION, AND DEVELOP OTHER FACILITIES AS NEEDED TO BENEFIT VISITORS AND THE COMMUNITY.

4. ESTABLISHING AN EDUCATIONAL PROGRAM TO INCLUDE, BUT NOT BE LIMITED TO, SCHOLARSHIPS FOR HOSPITALITY EDUCATION AT NORTHERN ARIZONA UNIVERSITY.

5. PROMOTING ACTIVITIES THAT ENHANCE THE COMMUNITY'S IMAGE AND THE OVERALL QUALITY OF LIFE.

6. RETAINING OF APPROPRIATE STAFF TO IMPLEMENT APPROVED PROGRAMS.

D. Perform any additional duties as determined by the City Council related to tourism activities.

Title II, *Boards and Commissions,* Chapter 2-14, ***Beautification and Public Art Commission***, is amended by amending Sections 2-14-001-0001, 2-14-001-0002 and 2-14-001-0006 as follows (additions are shown as capitalized text, and deletions are shown as stricken):

2-14-001-0001 CREATION OF COMMISSION:

There is hereby established a City Beautification and Public Art Commission. There shall be seven (7) voting members of said Commission who shall meet as hereinafter provided to consider and recommend programs for the expenditure of the BEAUTIFICATION AND ARTS AND SCIENCES portions of the Bed, Board and Booze Tax ALLOCATED UNDER CHAPTER 3-06, *HOSPITALITY INDUSTRY REVENUES*. ~~as designated by Section 3-06-001-0003~~.

"ARTS AND SCIENCES" MEANS SUPPORT FOR FLAGSTAFF ARTS, SCIENTIFIC AND CULTURAL ACTIVITIES, EVENTS AND ORGANIZATIONS TO PROVIDE DIRECT AND INDIRECT CITIZEN PARTICIPATION AND ENHANCEMENT OF THE OVERALL QUALITY OF LIFE AND COMMUNITY IMAGE INCLUDING SUPPORT OF PUBLIC ART. (SAME MEANING AS SET FORTH IN SECTION 3-06-001-0001).

"BEAUTIFICATION" MEANS ANY MODIFICATION OF THE URBAN PHYSICAL ENVIRONMENT TO INCREASE PLEASURE TO THE SENSES OR PLEASURABLY EXALT THE MIND OR SPIRIT OR STRENGTHEN THE URBAN DESIGN FRAMEWORK OF THE CITY (SAME MEANING AS SET FORTH IN SECTION 3-06-001-0001).

2-14-001-0002 COMPOSITION AND TERM OF OFFICE:

The composition of the membership shall consist of~~:~~

~~A. One (1) member to be from the hospitality industry, appointed by the City Council. Said member shall serve a three (3) year term.~~

~~B. One (1) voting member from the arts community, including but not limited to artists, craftsmen, gallery owners, arts educator, art historian, art curator, art administrator.~~

~~C. One (1) voting member who is a design professional, including, but not limited to, architect, landscape architect, urban planner, or graphic designer.~~

~~D. Four (4) additional~~ SEVEN (7) members appointed by the City Council.

Each member shall serve three (3) year terms, on a staggered basis. A member's term in office shall commence with the first regular Commission meeting following the appointment and terminate with the regular Commission meeting at which the successor takes office. No voting member of the Commission may be appointed to more than two (2) full consecutive terms.

2-14-001-0006 DUTIES:

The duties of the Commission shall be to:

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

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

C. Make recommendations to the City Council concerning the annual budgetary allocation of the beautification and public art portions of the Bed, Board and Booze Tax and other monies as deemed appropriate by the City Council, ~~as outlined in City Code, Section 3-06-001-0004,~~ to include, but not be limited to:

1. Purchase, installation or modification of landscaping and irrigation systems;

2. Purchase, removal or modification of billboards and nonconforming signs;

3. Beautification of buildings and facilities, streetscapes and gateways;

4. Purchase and installation of public art projects;

5. Purchase or lease of easements or property necessary for beautification projects.

D. Make recommendations to the City Council for public art projects by:

1. Reviewing and defining potential public art projects and writing project descriptions.

2. Determining the artist selection method and writing the call to artists for public art projects.

3. Evaluating public art proposals for recommendation to the City Council.

4. Facilitating display of local art in public facilities.

E. WITH RESPECT TO THE ARTS AND SCIENCE PORTION OF THE BED, BOARD AND BOOZE TAX ALLOCATED UNDER CHAPTER 3-06, *HOSPITALITY INDUSTRY REVENUES,* THE COMMISSION SHALL MAKE RECOMMENDATIONS TO THE COUNCIL CONCERNING THE ANNUAL BUDGETARY ALLOCATION OF THE ARTS AND SCIENCE PORTION OF THIS TAX, TO INCLUDE BUT NOT BE LIMITED TO:

1. DEVELOPING AND SUPPORTING THE FLAGSTAFF ARTS, SCIENTIFIC AND CULTURAL ACTIVITIES, EVENTS AND ORGANIZATIONS TO PROVIDE DIRECT AND INDIRECT CITIZEN PARTICIPATION, AND OPPORTUNITIES FOR ENHANCEMENT OF THE OVERALL QUALITY OF LIFE AND COMMUNITY IMAGE.

2. DEVELOPING, ACQUIRING AND DISTRIBUTING MATERIAL TO PROMOTE ARTS AND SCIENCE.

3. DEVELOPING FINANCIAL ASSISTANCE PROGRAMS TO STIMULATE ARTISTIC AND SCIENTIFIC ACTIVITIES IN FLAGSTAFF.

4. RETAINING OF APPROPRIATE STAFF TO IMPLEMENT APPROVED PROGRAMS.

~~E~~F. Perform those additional duties as determined by the City Council, related to THE ~~b~~Beautification and ~~p~~Public ~~a~~Art COMMISSION ~~activities~~.

Title II, *Boards and Commissions,* Chapter 2-19, ***Heritage Preservation Commission,*** is amended by amending Section 2-19-001-0002 as follows (deletions are shown as stricken):

2-19-001-0002 MEMBERSHIP

~~A.~~ The membership of the commission shall consist of seven (7) voting members. Additional members may be appointed in the future, if and when additional Historic Design Review Districts beyond the first district are created, to represent those additional districts and help develop and adopt design guidelines for those districts.

~~1. At least two (2) members must be professionals in the areas of architecture, history, architectural history, planning, or archaeology.~~

~~2. At least two (2) members shall be owners of locally designated historic properties or properties listed on the National Register of Historic Places.~~

~~3. At least three (3) members shall be from the general community.~~

~~4. Any member may satisfy more than one (1) of the above qualifications and any "professional" category may be filled by a person who is retired from that profession.~~

~~B. Appointed members shall have a demonstrated interest in the history of the community and be committed to represent not only their specific areas of expertise, but also the community at large~~.

Title II, *Boards and Commissions,* Chapter 2-20, ***Open Spaces Commission,*** is amended by amending Section 2-20-001-0001 as follows (additions are shown as capitalized text, and deletions are shown as stricken):

2-20-001-0001 CREATION OF THE COMMISSION:

There is hereby created an advisory body to be called the "Open Spaces Commission" ("Commission") consisting of the following seven (7) regular members all of whom shall be appointed by the City Council, except for designee from the Planning and Zoning Commission: ~~four (4) members from the natural and cultural sciences;~~ one (1) member from the Planning and Zoning Commission; ~~one (1) member who markets real estate or is a representative from real estate development;~~ and ~~one (1)~~ SIX (6) public at-large memberS. All Commission members shall be voting members. A Chairperson shall be selected by a majority vote of those members at a meeting called for that purpose.

Title III, *Business Regulations,* Chapter 3-06, ***Hospitality Industry Tax Revenues***, is amended by amending Sections 3-06-001-0001, 3-06-001-0002, and 3-06-001-0003 as follows (additions are shown as capitalized text, deletions are shown as stricken):

3-06-001-0001 DEFINITIONS

"Arts and sciences" means support for Flagstaff arts, scientific and cultural activities, events and organizations to provide direct and indirect citizen participation and enhancement of the overall quality of life and community image including support of public art.

"Beautification" means any modification of the urban physical environment to increase pleasure to the senses or pleasurably exalt the mind or spirit or strengthen the urban design framework of the City.

"Economic development" means the encouragement, promotion and assistance of the expansion of economic activity for the purposes of expanding revenue and providing jobs to the community.

"Hospitality industry" means those establishments engaged in business as bar/lounge, restaurant or hotel/motel/campground.

"Hospitality industry tax revenues" means THE REVENUES COLLECTED FROM THE TWO PERCENT (2%) LOCAL TRANSACTION PRIVILEGE TAX IMPOSED ON THE LODGING, RESTAURANT AND LOUNGE BUSINESSES BY ORDINANCE NO. 1532, AS EXTENDED THROUGH MARCH 31, 2018, BY APPROVAL OF A MAJORITY OF

THE QUALIFIED ELECTORS VOTING IN THE CITY GENERAL ELECTION HELD ON MAY 18, 2010. THIS TAX IS REFERRED TO AS THE "BED, BOARD, AND BOOZE TAX" OR "BBB TAX" AND IS PART OF THE TOTAL TAX RATE IMPOSED ~~a share of the local transaction privilege tax revenues collected and received~~ pursuant to the City tax code, Sections 3-05-004-0444, Hotels, and 3-05-004-0455, Restaurants and bars. ~~which share is equivalent to two (2) divided by three and seven hundred twenty-one thousandths (3.721) or approximately fifty-three and seven hundred forty-nine thousandths percent (53.749%) of all such revenues~~

"Parks and recreation" means the development and management of public parks, recreational facilities, and programs which are available to the residents and visitors including funding the Flagstaff urban trail system.

"Tourism" means the guidance, management, marketing, accommodation, promotion and encouragement of tourists.

"Tourists/visitors" means individuals or groups which visit Flagstaff and surrounding areas for business, recreational, educational, scientific or cultural purposes.

3-06-001-0002 DISTRIBUTION OF HOSPITALITY INDUSTRY TAX REVENUES

There shall be a separate accounting for all hospitality industry tax revenues collected. Said funds shall be distributed and expended consistent with City ordinances, the City Charter and State law. The funds collected shall be allocated as follows:

A. Thirty percent (30%) for tourism in conformance with CHAPTER 2-13, *TOURISM COMMSSION* ~~Section 3-06-001-0003(A).~~

B. Twenty percent (20%) for beautification in conformance with CHAPTER 2-14, *BEAUTIFICATION AND PUBLIC ART COMMISSION* ~~Section 3-06-001-0003(B)~~.

C. Nine and one-half percent (9.5%) for economic development in conformance with Section 3-06-001-0003(C).

D. Thirty-three percent (33%) for parks and recreation, in conformance with CHAPTER 2-03, *PARKS AND RECREATION COMMISSION* ~~Section 3-06-001-0003(D)~~.

E. Seven and one-half percent (7.5%) for arts and science in conformance with CHAPTER 2-14, *BEAUTIFICATION AND PUBLIC ART COMMISSION* ~~Section 3-06-001-0003(E)~~.

3-06-001-0003 FINANCIAL CONTROL

A. Tourism. Those funds designated for tourism shall be administered PURSUANT TO CHAPTER 2-13, *TOURISM COMMISSION,* OF THE CITY CODE~~, as follows:~~

~~1. The City Council shall appoint a Tourism Commission composed of nine (9) members, five (5) of whom shall be from the hospitality industry. Recommendations for members will be made by the Flagstaff tourism industry; or~~

~~2. The City Council shall designate an appropriate public or private agency to form a Tourism Committee. Said Committee shall be composed of one City Council person and additional members as required, the majority of whom will be from the hospitality industry. (Ord. No. 2006-14, amended, 05/16/2006)~~

~~3. This public or private agency, or Commission, shall review the expenditure of the portion of this tax to be applied to tourist related activities and projects and:~~

~~a. Develop and transmit to the Council an annual master plan outlining the Commission's or public or private agency's program recommendations for the upcoming year.~~

~~b. Make recommendations to the Council concerning the annual budgetary allocation of the tourism portion of this tax to include, but not be limited to:~~

~~(1) Providing funding to the qualified, established public or private agency to administer, on a contract basis, tourism programs as required.~~

~~(2) Developing and implementing a marketing plan. Major elements of the marketing plan will include, but not be limited to, developing a specific image for Flagstaff, identifying target market segments, implementing a promotional plan directed to target market segments.~~

~~(3) Establishing visitor information center(s) to include, but not be limited to, a high profile location, easy visitor access, adequate staffing, a toll-free telephone number for visitor information, and develop other facilities as needed to benefit visitors and the community.~~

~~(4) Establishing an educational program to include, but not be limited to, scholarships for hospitality education at Northern Arizona University.~~

~~(5) Promoting activities that enhance the community's image and the overall quality of life.~~

~~(6) Retaining of appropriate staff to implement approved programs.~~

~~c. Perform those additional duties determined by the Council as set forth by ordinance.~~

B. Beautification. Those funds designated for beautification and public art shall be administered PURSUANT TO CHAPTER 2-14, *BEAUTIFICATION AND PUBLIC ART COMMISSION,* OF THE CITY CODE ~~as follows:~~

~~1. The City Council shall appoint a Beautification and Public Art Commission composed of nine (9) members to review the expenditure of the portion of this tax to be applied to beautification activities and projects. Funds for the public art program shall be derived from an allocation of the arts and sciences portion of this tax as set out in Section 3-06-001-0003(E) and from other monies as the City Council may consider appropriate.~~

~~2. The Beautification and Public Art Commission shall:~~

~~a. Make recommendations concerning the allocation of this tax.~~

~~b. Make recommendations to the Council concerning the annual budgetary allocation of the beautification and public art portions of this tax and other monies as deemed appropriate, to include but not be limited to:~~

~~(1) Purchase, installation or modification of landscaping and irrigation systems.~~

~~(2) Purchase, removal or modification of billboards and nonconforming signs.~~

~~(3) Beautification of buildings and facilities, streetscapes and gateways.~~

~~(4) Development and support of the City's public art program.~~

~~(5) Purchase or lease of easements or property necessary for beautification projects.~~

~~3. Perform those additional duties determined by the Council as set forth by ordinance.~~

C. Economic Development. Those funds designated for economic development shall be administered as follows:

The City Council shall:

1. Appoint or act as an Economic Development Commission;

2. Designate an appropriate public or private economic development agency. Said agency shall be composed of at least two City Council persons and additional members as required;

3. This public or private agency shall:

   a. Develop and transmit to the Council an annual master plan outlining the Commission's or public or private agency's program recommendations for the upcoming year. Said plan shall be presented to the Council prior to April 1st of each year.

b. Make recommendations to the Council concerning the annual budgetary allocation of the economic development portion of this tax, to include but not be limited to:

(1) Developing, acquiring and distributing advertising material to promote economic development.

(2) Providing financial assistance programs to stimulate relocation and retention of industrial prospects to Flagstaff.

(3) Retaining of appropriate staff to implement approved programs.

(4) Perform those additional duties determined by the Council as set forth by ordinance.

D. Parks and Recreation. Those funds designated for parks and recreation shall be administered PURSUANT TO CHAPTER 2-03, *PARKS AND RECREATION COMMISSION,* OF THE CITY CODE. ~~as follows:~~

~~The City Council shall:~~

~~1. Appoint a Parks and Recreation Commission which shall:~~

~~a. Review the expenditure of the portion of this tax to be applied to parks and recreation related activities and projects.~~

~~b. Develop and transmit to the Council an annual operating plan outlining the Commission's program recommendations for the upcoming year.~~

~~c. Make recommendations to the Council concerning the annual budgetary allocation of the parks and recreation portion of this tax, to include but not be limited to:~~

~~(1) Developing parks and recreation facilities, and programs as needed to benefit the community and its visitors.~~

~~(2) Funding for the Flagstaff urban trails system development and maintenance.~~

~~(3) Developing, acquiring and distributing material to promote parks and recreation.~~

~~(4) Retaining of appropriate staff to implement approved programs.~~

~~d. Perform those additional duties determined by the Council as set forth by ordinance.~~

E. Arts and Science. Those funds designated for arts and science, INCLUDING AN ANNUAL AMOUNT ALLOCATED BY THE CITY COUNCIL FOR THE SUPPORT AND DEVELOPMENT OF THE CITY'S PUBLIC ART PROGRAM, shall be administered PURSUANT TO CHAPTER 2-14, *BEAUTIFICATION AND PUBLIC ART COMMISSION,* OF THE CITY CODE. ~~as follows:~~

~~The City Council shall:~~

~~1. Allocate an annual amount for the support and development of the City's public art program to be administered by the Beautification Commission as provided in subsection (B) of this section.~~

~~2. Designate an appropriate public or private arts and science agency or board.~~

~~3. This public or private agency or board shall:~~

~~a. Review the expenditure of the portion of this tax to be applied to arts and science related activities and projects;~~

~~b. Develop and transmit to the Council an annual plan outlining program recommendations for the upcoming year in conjunction with the City's annual budgetary process;~~

~~c. Make recommendations to the Council concerning the annual budgetary allocation of the arts and science portion of this tax, to include but not be limited to:~~

~~(1) Developing and supporting the Flagstaff arts, scientific and cultural activities, events and organizations to provide direct and indirect citizen participation, and opportunities for enhancement of the overall quality of life and community image.~~

~~(2) Developing, acquiring and distributing material to promote arts and science.~~

~~(3) Developing financial assistance programs to stimulate artistic and scientific activities in Flagstaff.~~

~~(4) Retaining of appropriate staff to implement approved programs; and~~

~~d. Perform those additional duties determined by the Council as set forth by ordinance.~~

SECTION 2. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed.

SECTION 3. Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Effective Dates.

This ordinance shall become effective thirty (30) days following adoption by the City Council. The tax rate correction set forth in SECTION 5, City Code Section 3-06-001-0001 is a clerical correction effective as of January 1, 2014.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 5th day of January, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, Deputy City Clerk
Date:	02/18/2016
Meeting Date:	03/01/2016

TITLE:

Consideration of Appointments: Board of Adjustment.

RECOMMENDED ACTION:

Make two appointments to terms expiring May 2018.

Executive Summary:

The Board of Adjustment is made up of seven citizens, and holds hearings on requests for variances and appeals of decisions by the Zoning Administrator. The Board does not have the authority to change zoning law. There are currently three seats available. It is important to fill vacancies on boards and commissions quickly so as to allow them to continue meeting on a regular basis.

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

Dan Anderson (current Board Member)
Margo Wheeler (new applicant)

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

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember Oravits and Councilmember Evans

Financial Impact:

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

Connection to Council Goal and/or Regional Plan:

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

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

1) Appoint two Board Members: By appointing a members at this time, the Board of Adjustment will be at near full membership, allowing the group to meet and provide recommendations to the City Council.

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

Community Benefits and Considerations:

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

Community Involvement:

INFORM: The vacancies are posted on the City's website, and have been made known through word of mouth by City staff and current board and commission members..

Attachments: BOA Roster
BOA Authority

City of Flagstaff, AZ

BOARD OF ADJUSTMENT MEMBERS

NAME	APPOINTED	TERM EXPIRES	TRAINING COMPLETED
Andersen, Dan	**09/18/2012**	**05/15**	**03/18/2010**
Landscape Division Manager/Warner's Nursery & Landscape Co. 712 W. Old Territory Trail Flagstaff, AZ 86001 Work Phone: 774-5911 x26 Term: (1st 3/10 - 5/12; 2nd 5/12 - 5/15)			
Loven, Pat	**08/25/2015**	**05/18**	**09/30/2015**
Associate Broker/Realty Executives of Flagstaff 1102 N. Hopi Dr. Flagstaff, AZ 86001 Cell Phone: 928-699-8988 Term: (1st 8/15-5/18)			
Naleski, Jerome, Chairman	**10/01/2013**	**05/16**	**10/17/2007**
Realtor/Re/Max Peak Properties 2019 N. Crescent Dr. Flagstaff, AZ 86001 Cell Phone: 928-225-9225 Term: (1st 8/07 - 5/10; 2nd 5/10 - 5/13; 3rd 5/13-5/16)			
Parker, Greg	**08/25/2015**	**05/18**	**10/01/2015**
Retired 3332 S. Little Dr Flagstaff, AZ 86005 Home Phone: 928-951-3075 Term: (1st 8/15-5/18)			

Stigmon, John	**01/20/2015**	**12/17**	**No**
PLANNING AND ZONING Vice President/ECoNA 2819 W. Darleen Dr. Flagstaff, AZ 86001 Cell Phone: 928-380-3026 Term: (1st 1/15-12/17)			
Z-VACANT,		**05/16**	**No**
Z-VACANT,		**05/18**	**No**

Staff Representative: **Roger Eastman**

As Of: **February 18, 2016**

CHAPTER 2-10
BOARD OF ADJUSTMENT

SECTIONS:

2-10-001-0001 ESTABLISHMENT OF THE BOARD
2-10-001-0002 MEMBERSHIP
2-10-001-0003 MEETINGS
2-10-001-0004 POWERS AND DUTIES
2-10-001-0005 APPEALS
2-10-001-0006 RESTRICTIONS

2-10-001-0001 ESTABLISHMENT OF THE BOARD

There is hereby created a Board of Adjustment (the "Board"). (1978 Code; Ord. 2010-35, Amended, 11/16/2010)

2-10-001-0002 MEMBERSHIP

The Board of Adjustment shall be composed of seven (7) voting members.

A. Six (6) members shall be appointed by the Mayor and City Council from the citizens of the City of Flagstaff.

B. One (1) member shall be appointed by the City Council from the membership of the Planning and Zoning Commission.

C. Terms shall be for three (3) years for members.

D. The Board shall elect from its voting members a Chairperson and a Vice-Chairperson who shall serve for a term of one (1) year. The Chairperson shall have the power to administer oaths and take evidence. (Ord. 2010-35, 11/16/2010; Ord. 2014-28, Amended, 11/18/2014)

2-10-001-0003 MEETINGS

The meetings of the Board of Adjustment shall be open to the public and held at the time and place adopted for the regular monthly meetings of the Board. Meetings shall be conducted in accordance with the Board and Commission Members' Rules and Operations Manual adopted by resolution of the Flagstaff City Council, and in compliance with all other local, State, and Federal laws. The minutes of its proceedings, showing the vote of each member and records of its examinations and other official actions shall be kept by the City Clerk as a public record.

A quorum shall be one (1) more than half the voting membership of the Board of Adjustment. (Ord. 2010-35, 11/16/2010; Ord. 2014-28, Amended, 11/18/2014)

2-10-001-0004 POWERS AND DUTIES

The Board of Adjustment ("Board") is a quasi-judicial administrative body established by the City Council that functions on the level between enforcement officers and the Courts. The Board interprets the meaning and spirit of City Code Title 10 (Zoning Code) as enacted by the City Council; it does not have

authority to make or change zoning law. The Board of Adjustment shall have the powers and duties per A.R.S. § 9-462.06 to:

A. Hear and decide appeals in which it is alleged there is an error in an order, requirement, or decision made by an administrative official in the enforcement of City Code Title 10 (Zoning Code).

B. Hear and decide appeals for variances from the terms of the Zoning Code only if, because of special circumstances applicable to the property, including its size, shape, topography, location, or surroundings, the strict application of the Zoning Code will deprive such property of privileges enjoyed by other property of the same classification in the same zoning district. Any variance is subject to such conditions as will ensure that the adjustment authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is located.

C. Reverse or affirm, wholly or in part, or modify the order, requirement, or decision of an administrative officer appealed from, and make such order, requirement, decision, or determination as necessary.

D. Adopt such rules of procedure necessary for the administration of responsibilities consistent with these regulations. (Ord. 2010-35, 11/16/2010)

2-10-001-0005 APPEALS

Any person aggrieved by a decision of the Board of Adjustment may, at any time within thirty (30) days after the Board has rendered its decision, file a complaint for special action in the superior court to review the Board's decision. Filing the complaint does not stay proceedings on the decision sought to be reviewed, but the court may, on application, grant a stay and on final hearing may affirm or reverse, in whole or in part, or modify the decision reviewed. (Ord. 2010-35, 11/16/2010)

2-10-001-0006 RESTRICTIONS

The Board of Adjustment may not:

A. Make any changes in the uses permitted in any zoning classification or zoning district, or make any changes in the terms of the Zoning Code provided the restriction in this paragraph shall not affect the authority to grant variances pursuant to this Chapter and Division 10-20.70 (Variances).

B. Grant a variance if the special circumstances applicable to the property are self-imposed by the property owner.

C. Grant a variance on an appeal for any of the following:

1. Conditions or stipulations of a Zoning Map amendment.

2. Conditions of a Subdivision Plat recommended for approval by the Planning and Zoning Commission or as approved by the City Council, or of a Land Split Map.

3. Conditions of a Development Agreement.

4. Conditions of an Annexation Agreement or ordinance.

5. Conditions of a Conditional Use Permit.

6. Conditions of a Resource Mitigation Case.

7. Illegal or Prohibited Uses in any zoning district.

8. Illegal or Prohibited Signs, as listed in Division 10-50.100 (Sign Standards), in any district.

9. Determination of a requirement for a General Plan Amendment by the Planning Director.

D. Applications for any of the above-listed items shall not be accepted or processed, nor will the Board of Adjustment schedule or conduct meetings regarding the same. (Ord. 2010-35, 11/16/2010)

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, Deputy City Clerk
Date:	02/18/2016
Meeting Date:	03/01/2016

TITLE:

Consideration of Appointments: Library Board.

RECOMMENDED ACTION:

Make one appointment to a term expiring November 2016.
Make one appointment to a term expiring November 2018.

Executive Summary:

The Flagstaff City-Coconino County Public Library Board consists of two County residents, four City residents, and one each non-voting member of the City Council and the Board of Supervisors. The Library Board serves as a citizen's advisory board to the Library Director. There are currently two City resident seats available. It is important to fill vacancies on boards and commissions quickly so as to allow them to continue meeting on a regular basis.

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

Margaret "Marney" Babbitt (new applicant)
Patricia Horn (new applicant)

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

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember Brewster and Mayor Nabours

Financial Impact:

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

Connection to Council Goal and/or Regional Plan:

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

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

1) Appoint two Board Members: By appointing members at this time, the Library Board will be at full membership, allowing the group to meet and provide recommendations to the City Council.

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

Community Benefits and Considerations:

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

Community Involvement:

INFORM: The vacancies are posted on the City's website and have been made known by City staff and current members through word of mouth.

Attachments: Library Board Roster
Library Board Authority

City of Flagstaff, AZ

LIBRARY BOARD MEMBERS

NAME	APPOINTED	TERM EXPIRES	TRAINING COMPLETED
Brewster, Karla		**Indefinite**	**No**
CITY REPRESENTATIVE (Non Voting) Councilmember/City of Flagstaff 211 W. Aspen Ave. Flagstaff, AZ 86001			
Browning, Dural (Dave)	**04/15/2014**	**11/18**	**02/19/2015**
COUNTY RESIDENT Retired 10004 Heritage Dr. Flagstaff, AZ 86004 Term: (1st 4/14-11/18			
Fowler, Lena		**Indefinite**	**No**
COUNTY REPRESENTATIVE (Non Voting) Board of Supervisors/Coconino County 219 E. Cherry Avenue Flagstaff, AZ 86001 Work Phone: 928-679-7151			
Garrison, Ruth	**02/19/2013**	**11/15**	**02/16/2012**
CITY RESIDENT Artist/Self Employed 2441 W. Blue Willow Rd. Flagstaff, AZ 86004 Home Phone: 928-774-8641 Term: (1st 4/10-11/12; 2nd 11/12-11/15)			

Parkes, Joanne	**07/07/2015**	**11/17**	**02/19/2015**
CITY RESIDENT Retired 1738 W. University Hts. S. Flagstaff, AZ 86001 Cell Phone: 928-699-3209 Term: (1st 5/09-11/11; 2nd 11/11-11/14; 3rd 11/14-11/17)			
Renstrom, Dorothy	**07/07/2015**	**11/17**	**07/31/2015**
CITY RESIDENT Social Worker/Retired 5125 So Opal Rd Flagstaff, AZ 86005 Home Phone: 928-556-0263 Term: (1st 7/15-11/17)			
Young, Harriet H.	**04/15/2014**	**11/17**	**No**
COUNTY RESIDENT NAU - Adjunct Professor/Retiree 5840 E. Waki Flagstaff, AZ 86004 Home Phone: 928-527-1001 Term: (1st 8/07-11/10; 2nd 11/10-11/13, 3rd 11/13-11/17)			
Z-VACANT,		**11/16**	**No**
CITY RESIDENT			

Staff Representative: Heidi Holland

As Of: February 18, 2016

CITY OF FLAGSTAFF

RESOLUTION NO. 1050

A RESOLUTION HAVING THE EFFECT OF AN ORDINANCE ESTABLISHING THE FLAGSTAFF CITY-COCONINO COUNTY PUBLIC LIBRARY BOARD; ESTABLISHING MEMBERSHIP AND TERMS OF SERVICE; DEFINING THE PURPOSE AND DUTIES; FIXING THE PROCEDURE OF MEETINGS; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1: Title 2, Chapter 2 of the Municipal Code of the City of Flagstaff, is hereby repealed.

SECTION 2: There is hereby established the Flagstaff City-Coconino County Public Library Board to be composed of nine (9) City members, and three (3) County members who shall meet as hereinafter provided, to consider and deliberate upon matters of concern to the City Council of the City of Flagstaff, the Board of Supervisors of Coconino County and the citizens of the City and County, that affect the operation and efficiency of the Library toward the end of providing an optimum level of library services within resources available.

SECTION 3: The composition of the membership of the Board shall be as follows:

A. A Councilman, designated by the Council to serve during that person's term of office.

B. Eight (8) City members to be appointed by the Council of the City of Flagstaff at the effective date of this Resolution who shall serve for three year terms, the eight (8) members to initially be appointed as follows:

Two (2) shall be appointed for one (1) year terms.
Three (3) shall be appointed for two (2) year terms.
Three (3) shall be appointed for three (3) year terms.

These persons appointed to the Board shall be residents of the City.

C. Three (3) County members to be appointed by the Board of Supervisors of the County of Coconino who shall serve for three (3) year terms. The three (3) members to be initially appointed as follows:

One (1) shall be appointed for one (1) year term.
One (1) shall be appointed for two (2) year term.
One (1) shall be appointed for three (3) year term.

The Council shall review and may ratify the appointments of the Board of Supervisors as the eight City members are appointed.

D. Membership on the Board shall terminate if any member has two (2) consecutive unexcused absences. The Chairperson shall determine prior to any meeting if a member's absence is excusable.

E. The effective date of the appointment of any member shall be the anniversary date of that member's tenure as provided above.

SECTION 4: The Council and the Board of Supervisors shall promptly fill vacancies for the unexpired term of any member of the Board in the appointments for which each governing body is responsible.

SECTION 5: The Board shall hold not less than ten (10) regular meetings annually which shall at all times be open to the public; the time and place of said meetings shall be posted in accordance with any currently applicable Arizona State Statutes regulating public meetings and proceedings (open meeting laws). Special meetings may be called by the Chairperson on twenty-four (24) hours notice.

SECTION 6: Within sixty (60) days after the effective date of this Resolution and at the first meeting of the Board, the members of the Board shall elect a Chairperson and a Vice-Chairperson and a Secretary. Elections for those officers, thereafter, shall be held annually on or about that anniversary date. No member shall serve more than three (3) successive terms as Chairperson. Roberts Rules of Order shall govern the conduct of meetings in the event of a procedural dispute.

SECTION 7: The following persons shall be ex-officio members of the Board, but shall have no vote:

1. The Mayor
2. The Chairman of the Board of Supervisors
3. The City Manager
4. The Library Director

SECTION 8: The Board hereby established shall act in an advisory capacity to, and make recommendations to the Library Director, the City Manager, the City Council and the Board of Supervisors on general policy relating to the operation of the library system. The Library Board shall submit to the City Council and the Board of Supervisors an annual report on activities during the fiscal year during the time future budgets are being considered.

SECTION 9: The public library system shall be administered by a Library Director, who shall be appointed by and serve at the direction of the City Manager as other City departments are administered.

SECTION 10: The Board, with the consent of the City Manager may call on all City Departments for assistance in the performance of its duties and it shall be the duty of such departments to render such assistance to the Board as may be reasonably required.

SECTION 11: All monetary gifts, legacies, bequests, donations, etc. shall be separately accounted for by the City Finance Department, and shall be drawn upon only for the Library purposes as specified by the donor or as trust fund expenditures are administered by common law or the statutes of the State of Arizona, upon requisition by the Library Director.

SECTION 12: That the immediate operation of the provisions of this Resolution is necessary for the public peace, health and safety of the residents and citizens of the City of Flagstaff; that an EMERGENCY is,

CITY OF FLAGSTAFF

therefore, declared to exist; THAT THIS RESOLUTION SHALL BE IN FULL FORCE AND EFFECT IMMEDIATELY UPON ITS PASSAGE AND ADOPTION BY THE COUNCIL OF THE CITY OF FLAGSTAFF.

PASSED AND ADOPTED by the Council and approved by the Mayor of the City of Flagstaff, this 3rd day of January, 1978.

Robert L Moody
MAYOR

ATTEST:

Linda Butler
CITY CLERK

APPROVED AS TO FORM:

Fred W. Croker II
CITY ATTORNEY

Official Records of Coconino County 3545683
Candace Owens - Recorder 11/23/2009 03:20 PM Pgs: 5
CITY OF FLAGSTAFF AM $11.00

A2009-1118.1

After recording, return to:
City Clerk
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

INTERGOVERNMENTAL AGREEMENT

Coconino County
and
City of Flagstaff

Flagstaff City – Coconino County Public Library Board

This Intergovernmental Agreement (IGA) is entered into this 18th day of Nov., 2009 (the "Effective Date"), by and between the City of Flagstaff ("Flagstaff"), an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona 86001, and Coconino County (the "County"), a body politic and corporate as provided in Sections 11-105 and 11-201 of the Arizona Revised Statutes, with offices at 219 East Cherry Street, Flagstaff, Arizona 86001. The City and the County may also be referred to as "Party" or "Parties" in this Agreement.

RECITALS

A. The Parties belong to the Coconino County Free Library District and sponsor or operate one or more public libraries ("Library") funded by and under the auspices of the District;

B. The Parties wish to set forth their agreement regarding the formation, membership and duties of a Flagstaff City – Coconino County Public Library Board (the Library Board");

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement the Operating Parties agree as follows:

1. Formation of the Library Board.

There is hereby established the Flagstaff City – Coconino County Public Library Board to consider and deliberate upon matters of concern to the City Council of the City of Flagstaff, the Board of Supervisors of the County, and the citizens of the City and the County that affect the operation and efficiency of the Library in order to provide an optimum level of library services using available resources. The Library Board shall act in an advisory capacity to, and make recommendations to, the Library Director, the City Manager, the City Council and the Board of Supervisors.

2. Membership.

The Board shall be composed of one (1) City Council Member, four (4) City residents, three (3)

Board members appointed by the Board of Supervisors of the County, one (1) appointee being a member of the County Board of Supervisors and two (2) being County residents. The City Council Member and the Supervisor shall be ex officio, non voting members.

3. Terms of Board Members; Vacancies.

3.1 Of the City residents first appointed to the Board, one shall be designated to serve for a term of one (1) year, one shall be designated to serve for a term of two (2) years, and two shall be designated to serve a term of three (3) years from the date of their appointment. Thereafter, City residents shall be appointed for a term of office of three (3) years.

3.2 Of the two County residents first appointed to the Board, one shall be designated to serve for a term of one (1) year, and the other shall be designated to serve for a term of two (2) years. Thereafter, County residents shall be appointed for a term of office of three (3) years.

3.3 The City Council and the Board of Supervisors shall promptly fill vacancies for the unexpired term of any member of the Board of appointments for which each governing body is responsible.

4. Organization of the Board

4.1 Within sixty (60) days after the effective date of this Agreement, and at the first meeting of the Board, the members of the Board shall elect a chairperson and a Vice-Chairperson. Elections for those officers shall be held thereafter annually on or about that anniversary date. No member shall serve more than three (3) successive terms as Chairperson.

4.2 The Library Director may be an ex-officio, non voting member of the Board.

5. Meetings.

5.1 The Board shall hold not less than ten (10) regular meetings annually which shall at all times be open to the public. The time and place of the meetings shall be posted in accordance with any currently applicable State statutes, including but not limited to the Arizona Open Meeting Law, regulating public meetings and proceedings.

5.2 A quorum shall be one more than half the voting membership of the Board.

5.3 If any Board member has two (2) consecutive unexcused absences, the remaining Board members may vote to terminate the appointment of the unexcused member. The Chairperson shall determine prior to any meeting if a member's absence is excusable.

6. Effective Date and Term

6.1 This Agreement shall be effective with respect to the City and the County at the time of its adoption by their governing bodies.

6.2 This Agreement shall continue in force and effect until midnight on June 30, 2020, unless sooner terminated as indicated in this Agreement; provided, however, that this Agreement shall be automatically renewed for an additional term of two (2) year unless notice of intent not to renew is given by either Party no less than sixty (60) days prior to the end of its initial term.

6.3 Notwithstanding anything to the contrary contained in this Agreement, it may be terminated by either Party, with respect to such Party, upon six (6) months' prior written notice of its intent to do so, without penalty or further obligation, in accordance with the provisions of Arizona Revised Statutes § 38-511.F, in the event of the occurrence of any of the circumstances described in A.R. S. § 38-511.A.

7. Indemnification

Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnitee") for, from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney fees, (hereinafter collectively referred to as "Claims") arising out of noncompliance with State or Federal law or arising out of bodily injury of any person, including death, or property damage, but only to the extent that such Claims which result in vicarious or derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.

7.1 Notwithstanding any other provision of this Agreement to the contrary, any agreement by one party to hold harmless or indemnify the other party shall be limited to, and be payable only from, the indemnifying party's available insurance or self-insurance coverage for liability assumed by contract available as a part of its general liability insurance program.

8. Notices

Unless otherwise specified in this Agreement, any notice or other communication required or permitted to be given under this Agreement shall be in writing and sent to the address given below for the party to be notified, or to such other address notice of which is given in accordance with this Section:

If to Flagstaff:

Deputy City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

If to the County:

Deputy County Manager
Coconino County
219 East Cherry Street
Flagstaff, Arizona 86001

9. Authority to Contract

Each of the Operating Parties represents and warrants that it has full power and authority to enter into and perform its obligations under this Agreement, in accordance with A.R.S. Sec. 11-952.

10. Prior Agreements, Integration, Modification

10.1 The parties acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this constitutes the parties' entire agreement with respect to the matters addressed in the Agreement. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded and merged in this Agreement.

10.2 This Agreement may be modified or amended only by written agreement signed by or for all parties, and any such modification or amendment will become effective on the date specified in the amendment.

11. Severability

In the event that a court of competent jurisdiction shall hold any part or provision of this Agreement void or of no effect, the remaining provisions of this Agreement shall remain in full force and effect, to the extent that the enforcement of such remaining terms shall continue to reflect substantially the intent of the parties to this Agreement.

12. Waiver

No failure to enforce any condition or covenant of this Agreement shall imply or constitute a waiver of the right to insist upon performance of such condition or covenant, or of any other provision of this Agreement, nor shall any waiver by any party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach of this Agreement.

13. Headings

The headings used in this Agreement are for convenience only and are not intended to alter or affect the meaning of any provision of this Agreement.

14. Governing Law

This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Arizona.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

City of Flagstaff

By: Sara Presler, Mayor

Coconino County

By: Matthew G. Ryan, Chairman
Board of Supervisors

Attest:

Laura Matthews for
City Clerk

Approved as to form and as to authority granted by law:

Jana H. Kjellgren for
City Attorney

Attest:

Wendy Eccleston
Clerk of the Board

Approved as to form and as to authority granted by law:

Jean E. Wilcox
Deputy County Attorney

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, Deputy City Clerk
Date:	02/18/2016
Meeting Date:	03/01/2016

TITLE:

Consideration of Appointments: Transportation Commission.

RECOMMENDED ACTION:

Make one appointment to a term expiring July 2018.
Make one appointment to a term expiring July 2019.

Executive Summary:

The Transportation Commission consists of seven voting members (a representative from the Flagstaff Unified School District, a representative to NAIPTA and five citizens) and two non-voting members (City Traffic Engineer and a Police Department representative). The Transportation Commission reviews requests for changes in traffic regulations and formulates and recommends traffic-related policies and ordinances to the Council. The commission sponsors two subcommittees: the Bicycle Advisory Committee and the Pedestrian Advisory Committee, each consisting of seven voting members. There are currently two seats available. It is important to fill vacancies on boards and commissions quickly so as to allow them to continue meeting on a regular basis.

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

Julie Leid (new applicant)
Gary Robbins (current commissioner)

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

COUNCIL APPOINTMENT ASSIGNMENT: Vice Mayor Barotz and Mayor Nabours

Financial Impact:

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

Connection to Council Goal and/or Regional Plan:

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

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

1) Appoint two Commissioners: By appointing members at this time, the Transportation Commission will be at full membership, allowing the group to meet and provide recommendations to the City Council.

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

Community Benefits and Considerations:

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

Community Involvement:

INFORM: The vacancies are posted on the City's website and have been made known by City staff and current commission members through word of mouth.

Attachments: Transportation Roster
Transportation Authority

City of Flagstaff, AZ

TRANSPORTATION COMMISSION MEMBERS

NAME	APPOINTED	TERM EXPIRES	TRAINING COMPLETED
Kuhn, Bob	**11/05/2013**	**11/16**	**No**
SCHOOL REPRESENTATIVE Asst. Superintendant of Operations/Flagstaff Unified School District 3839 E. Foxtail Flagstaff, AZ 86004 Work Phone: 928-527-6010 Term: (1st 11/13-11/16)			
Mazza, Erika	**02/17/2015**	**11/16**	**No**
NAIPTA REPRESENTATIVE Interim General Manager/NAIPTA 2208 N. Talkington Dr. Flagstaff, AZ 86001 Work Phone: 928-679-8932 Term: (1st 2/15-11/16)			
Miller, Walt		**Indefinite**	**04/18/2007**
POLICE DEPT. REPRESENTATIVE Deputy Chief/City of Flagstaff Police Dept. 911 E. Sawmill Rd. Flagstaff, AZ 86001 Work Phone: 928-774-3646			
Mullen, Robert	**07/15/2014**	**07/17**	**10/20/2011**
Retired P.O. Box 3809 Flagstaff, AZ 86003 Cell Phone: 928-600-6643 Term: (1st 5/11-7/14; 2nd 7/14-7/17)			

City of Flagstaff, AZ

Parkes, Kevin, Chairman	**11/05/2013**	**07/16**	**11/04/2013**
Budget Officer/Grand Canyon National Park 1738 West University Heights Drive South Flagstaff, AZ 86001 Home Phone: 928-607-0868 Term: (1st 10/10-7/13; 2nd 7/13-7/16)			
Robbins, Gary	**03/05/2013**	**07/15**	**11/04/2013**
President/Owner/Gary E. Robbins, P.C. 4714 E. Double Eagle Flagstaff, AZ 86004 Work Phone: 928-774-4321 Term: (1st 3/13-7/15)			
Spice, Derik	**07/15/2014**	**07/17**	**No**
Teaching Assistant/Northern Arizona University 2008 N. 2nd St Flagstaff, AZ 86004 Cell Phone: 435-901-1302 Term: (1st 2/12-7/14; 2nd 7/14-7/17)			
Z-VACANT,		**07/19**	**No**

Staff Representative: Jeff Bauman

As Of: February 18, 2016

CHAPTER 2-12
TRANSPORTATION COMMISSION

SECTIONS:

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

2-12-001-0001 CITY POLICY:

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

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

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

A. There is hereby created a commission to be known as the Transportation Commission.

B. The Commission shall consist of seven (7) voting members and two (2) ex officio, nonvoting members. Each voting member shall be appointed by the City Council and shall continually reside within the City during the tenure of appointment. The Commission's membership shall be as follows:

1. The seven (7) voting members of the Commission shall consist of all of the following:

    a. Five (5) at large members selected from the general public.

    b. One (1) member appointed to represent the Flagstaff Unified School District.

    c. One (1) member appointed to represent the Northern Arizona Intergovernmental Public Transportation Authority.

2. The two (2) ex officio, nonvoting members shall consist of the following:

    a. The Traffic Engineer, or his or her designee.

    b. The Chief of Police, or his or her designee.

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

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

2-12-001-0003 TERMS OF OFFICE:

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

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

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

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

2-12-001-0004 MEETINGS:

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

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

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

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

The functions of the Commission shall be:

A. To formulate and recommend policies and ordinances to the City Council governing the general operations of the City streets, alleys, sidewalks and bikeways.

B. To review periodically traffic regulation actions of the Transportation Engineering Program.

C. To promote pedestrian, bicycle, transit and driver education programs in the school systems and to disseminate traffic and safety information to the public at large.

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

1. Meet annually with the City's Capital Improvements and Financial Services Staff to review the progress of the Transportation Capital Improvement Program's ("CIP") planning and programming efforts;

2. Ensure there is a coordinated approach for budgeting and expending transportation sales tax revenues for all transportation modes;

3. Provide input on the Transportation CIP's prioritization scoring criteria;

4. Provide a forum for public comment and input regarding the Transportation CIP;

5. Publish an annual Transportation CIP Advisory Report; and

6. Present the findings of said report to the City Council during a public meeting in conjunction with the annual budget process. At a minimum, the report shall discuss the previous years' income/expenditures, construction projects and planning activities.

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

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

2-12-001-0006 OTHER POWERS:

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

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

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

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

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

1. The advisory committees shall report on their activities to the Transportation Commission at each Commission meeting.

2. The advisory committees shall investigate, consider, and make recommendations to the Transportation Commission on items assigned to them by the Commission regarding their respective areas of interest.

3. The advisory committees shall bring to the Transportation Commission items of a planning, design, or regulatory nature that come to their attention regarding the City's pedestrian and bikeway systems. (Ord. 1349, Amended, 02/19/1985; Ord. 2007-21, Amended, 02/06/2007; Ord. 2010-14, 06/15/2010; Ord. 2013-06, Amended, 09/17/2013; Ord. 2014-28, Amended, 11/18/2014)

2-12-001-0007 REPEALED:

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

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, Deputy City Clerk
Date:	02/18/2016
Meeting Date:	03/01/2016

TITLE:

Consideration of Appointments: Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) Transit Advisory Committee (TAC) Citizen Alternate Appointment.

RECOMMENDED ACTION:

Make one appointment to a term expiring October 2018.

Executive Summary:

The NAIPTA TAC currently consists of five voting members: Coconino County Manager or designee, Yavapai County Manager or designee, Flagstaff City Manager or designee, Northern Arizona University Vice President of Administration or designee, and a Flagstaff Citizen Representative. A Flagstaff Citizen Alternate is also appointed to serve when the Citizen Representative may not be available to attend or participate in meetings. The NAIPTA TAC reviews the draft Board of Directors' agenda and offers recommendations on transit-related issues within the NAIPTA boundary. The Citizen Representative and Alternate each serves a three year term and is appointed by the City Council. There is currently a vacant seat for the Citizen Alternate.

There is one application on file for consideration by the Council:

Paul Wagner (new applicant)

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

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember Oravits.

Financial Impact:

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

Connection to Council Goal and/or Regional Plan:

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

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

1) Appoint the Citizen Representative Member: By appointing at this time, the committee will be at full membership and able to continue to meet and provide recommendations.

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

Community Benefits and Considerations:

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

Community Involvement:

INFORM: The vacancies are posted on the City's website as well as the NAIPTA website. Individual recruitment and mention of the openings by Board members and City staff has occurred, informing others of these vacancies through word of mouth.

Attachments: NAIPTA Rules of Procedure

RULES OF PROCEDURE

OF

NORTHERN ARIZONA INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY ("NAIPTA")

(A corporate body and political subdivision of the State of Arizona)

ARTICLE I – STATEMENT OF PURPOSE

Section 1.1 General Purposes. The Authority is a corporate body and political subdivision of the State of Arizona, established pursuant to state law for the purpose of designing, operating, and maintaining a public transportation system in the authority.

ARTICLES II – DEFINITIONS

Authority. Authority means the Northern Arizona Intergovernmental Public Transportation Authority, also known as "NAIPTA."

Board of Directors ("BOD"). Board of Directors means the Board of Directors of NAIPTA, consisting of representatives of member agencies, appointed by the agency's governing body.

Transit Advisory Committee ("TAC"). Transit Advisory Committee means the Committee consisting of the administrative head of each member agency, or the administrator's designee.

ARTICLE III – POWERS AND DUTIES OF THE BOARD OF DIRECTORS

The powers and duties of the Board of Directors include, but are not limited to:

(a) Conduct a periodic survey of public transportation needs in the authority and determine an appropriate transportation system to meet those needs and the means to finance the system and produce a five-year public transportation program that is consistent with the regional transportation plan approved by the regional council(s) of governments.

(b) Coordinate and implement the establishment and development of the public transportation system within the authority and among the participating governmental entities.

(c) Adopt rules that are proper and necessary to regulate the use, operation and maintenance of the public transportation systems, property, facilities and services.

(d) Employ a general manager and other employees as may be necessary and prescribe the duties, terms and conditions of employment.

(e) Appoint an authority treasurer or may enter into an intergovernmental agreement with the county treasurer to provide financial services for the authority.

(f) Manage, set policy and conduct the business of the Authority. Determine its organizational and procedural structure; adopt, amend and repeal bylaws and rules consistent with the requirements of state law, and prescribe an accounting system for the Authority.

(g) Provide for payment of all debts and appropriate claims from the appropriate funds.

(h) Issue an annual report on or before December 1 of each year, containing a full account of its transactions, activities and finances for the preceding fiscal year and other facts and recommendations, and transmit copies of the report to each member municipality, university and county, to the secretary of state, to the Arizona state library, archives and records, and, on request, to any member of the public.

(i) Cause an annual audit to be conducted of the public transportation authority fund by an independent certified public accountant within 120 days after the end of the fiscal year.

ARTICLE IV – MEMBERS

Section 4.1 Initial Members. The initial Members of the Authority are Coconino County, Yavapai County, the City of Flagstaff, the City of Sedona, the City of Cottonwood, and the Arizona Board of Regents acting for and on behalf of Northern Arizona University ("Northern Arizona University"). Coconino County, Yavapai County, the City of Sedona, the City of Cottonwood and Northern Arizona University each have one representative on the initial BOD, appointed by its governing body; the City of Flagstaff has two representatives on the initial BOD, appointed by its governing body.

Section 4.2 New Members. Incorporated cities and towns within Coconino and/or Yavapai County may join the authority by petitioning the board of supervisors of the county or counties in which they are located and entering into the Master IGA by and between the Initial Members and dated on or about March 15, 2006, as the same may be amended (the "Master IGA"), provided that membership is to be apportioned among the participating municipalities according to their respective populations.

Section 4.3 Voting Rights of Members. Each member of the BOD and the TAC shall have one (1) vote. Other elected officials, staff members and citizens may attend public meetings and participate as provided by law, but may not vote.

Section 4.4 Voting Rights of the Chair. The Chair has the same voting rights as any other member.

Section 4.5 Dues, Fees, and Assessments. Each Member must pay, within the time and on the conditions approved by the Members, the dues, fees, and assessments in amounts to be fixed from time to time by a majority of all the Members.

Section 4.6 Resignation of Members. In the event that one or more Members resigns from the Authority, the resigning Member(s) shall no longer be represented on the Board. Vacancies on the Board shall be filled by the remaining Members as provided by the Master IGA and these Rules of Procedure.

ARTICLE V – OFFICERS

Section 5.1 Officers of the Authority. The officers of the Authority, who must also be Members of the BOD, shall be a Chair, a Vice Chair, and a Secretary.

(a) A person may only hold one office at a time.

(b) In the event of a vacancy in an office, a new officer shall be appointed as provided in Section 9.3 of these Rules.

Section 5.2 Duties of Officers.

(a) *Chair*. The Chair shall: 1) preside at all meetings of the BOD; 2) sign all documents on behalf of the Authority; 3) be an ex-officio member of all committees.

(b) *Vice Chair*. The Vice Chair shall have all the powers and assume all of the duties of the Chair in the Chair's absence.

(c) *Secretary*. The Secretary shall keep or cause to be kept, at the Authority's Principal Office or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board, of committees of the Board, and of members' meetings. The minutes of meetings shall comply with the requirements of the Arizona open meeting law. The Secretary shall keep or cause to be kept, at the Principal Office, a copy of the articles of the Rules of Procedure, as amended to date.

Section 5.3 Election and Re-election of Officers. Officers shall be elected each year at the first BOD meeting held after July 1. An officer who has served in the same office for two consecutive terms shall be ineligible for nomination or election to that office for the term immediately following the completion of the said consecutive terms. The said officer shall, however, become eligible for nomination and election to the same office for later terms, subject always to the aforementioned limit of two consecutive terms.

Section 5.4 Absence or Disability of Chair. In the absence or disability of the Chair, (1) the Vice Chair of the Board, (2) the officers in order of their rank as fixed by the members or, if not ranked, (3) an officer designated by the members, shall perform all duties of the Chair. When so acting, the Vice Chair of the Board or officer shall have all powers of, and be subject to all restrictions on, the Chair. The said Vice Chair or officer shall have such other powers and perform such other duties as the members or the bylaws may prescribe.

ARTICLE VI - **MEETINGS OF MEMBERS.**

Section 6.1 Regular Meetings of Board of Directors and TAC. Regular meetings of the BOD shall be held at least once each quarter, at a place and time designated by the Board in the notice of meeting. Regular meetings of the TAC shall be held at least six (6) times per calendar year, at a place and time designated by the TAC in the notice of meeting.

Section 6.2 Special Meetings. The Chair of the body may call a special meeting of the BOD or the TAC for any lawful purpose at any time.

Section 6.3 Notice Requirements for Meetings. Notice of meetings shall be provided to the members of the body and the public as provided in the Arizona Open Meeting Law, A.R.S. §38-501 *et seq*. Additional notice may be provided as the BOD deems advisable.

Section6.4 Quorum. A majority of members of the BOD or the TAC shall constitute a quorum for the transaction of business at any meeting of Members.

Section6.5 Conduct of Meetings. In all matters not addressed by these Rules or Arizona law, meetings of the BOD and the TAC shall be governed by Robert's Rules of Order.

ARTICLE VII – TRANSIT ADVISORY COMMITTEE

Section 7.1 Members. The Transit Advisory Committee ("TAC") shall consist of the Manager of each Member county, city or town or the Manager's designee; the Vice President of Administration of each Member university or college or designee; and one citizen from each Service Area to be appointed by its governing body. The corporate

boundaries of each of the Member municipalities and counties constitutes a Service Area for the purpose of this Section 7.1.

Section 7.2 Term of Office of Citizen Members. Citizen members shall serve for terms of three years each.

Section 7.3 Responsibilities. The TAC shall: have the duties and responsibilities provided in the Master IGA and in such position descriptions and policy handbooks as are reviewed by the TAC and approved by the BOD.

Section 7.4 Officers. The officers of the TAC shall consist of a Chair, Vice Chair, and Secretary. The Chair and Vice Chair must be members of the TAC. The Clerk of the Board shall serve as Secretary.

Section 7.5 Duties of Officers.

(a) Chair. The Chair shall: 1) preside at all meetings of the TAC; 2) sign such documents as may be necessary on behalf of the TAC.

(b) Vice Chair. The Vice Chair shall have all the powers and assume all of the duties of the Chair in the Chair's absence.

(c) Secretary. The Secretary shall keep or cause to be kept, at the Authority's Principal Office or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the TAC. The minutes of meetings shall comply with the requirements of the Arizona open meeting law.

Section 7.6 Election and Re-election of Officers. Officers shall be elected each year at the first TAC meeting held after July 1. An officer who has served in the same office for two consecutive terms shall be ineligible for nomination or election to that office for the term immediately following the completion of the said consecutive terms. The said officer shall, however, become eligible for nomination and election to the same office for later terms, subject always to the aforementioned limit of two consecutive terms.

ARTICLE VIII – VOTING PROCEDURES FOR THE BOARD OF DIRECTORS AND THE TRANSIT ADVISORY COMMITTEE

Section 8.1 Manner of Casting Votes. Voting may be by voice or ballot at the discretion of the chair.

Section 8.2 Voting. Each member appointed pursuant to Article 4 of these Rules shall be entitled to cast one vote on each matter submitted to a vote of the Members.

Section 8.3 Approval by Majority Vote. If a quorum is present, the affirmative vote of the majority of the voting power represented at the meeting, entitled to vote and voting on any matter, shall be the act of the members, unless the vote of a greater number is required by Arizona law of or these rules of procedure.

Section 8.4 Alternate Members of BOD and TAC. The governing body of each Member shall designate an alternate representative to both the BOD and TAC. The alternate representatives shall be authorized to attend BOD or TAC meetings and vote on all issues coming before the body, in the event that the regular representative is unable to attend a meeting. Members of the BOD or TAC may participate in a meeting by technological means, provided that the member can hear and participate in all discussions and the public can hear all statements made by the member so participating.

ARTICLE IX – AMENDMENTS

New bylaws may be adopted or these bylaws may be amended or repealed by the approval of a majority of all the appointed members of the BOD, provided, however, that any provision of these bylaws that requires the vote of a larger proportion of the Members than otherwise is required by law may not be altered, amended, or repealed except by vote of that greater number. No amendment may extend a director's term beyond that for which the director was elected.

DATED this 19th day of March, 2012.

Chair of the Authority

ATTEST:

Rhonda Cashman

Clerk of the Authority

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Mike Gallegos, Collections Manager
Co-Submitter:	Eileen Brown
Date:	02/01/2016
Meeting Date:	03/01/2016

TITLE:

Consideration and Approval of Cooperative Contract: Purchase of two (2) Residential Side Load Refuse Trucks and two (2) Commercial Front Load Refuse Trucks from Rush Truck Center through the Cooperative Purchase Agreement with the City Of Tempe, Contract# T15-097-01.

RECOMMENDED ACTION:

Approve the purchase of two (2) 2017 Peterbilt 320 Cab and Chassis including Scorpion Side Load Bodies in the amount of $264,268.64 each, and two (2) 2017 Peterbilt 320 Cab and Chassis including McNeilus Front Load Bodies in the amount of $258,996.37 each, for a total purchase amount of $1,046,530.02.

Executive Summary:

The Solid Waste Residential and Commercial Programs use these trucks daily to collect residential and commercial refuse and recyclable materials. The purchase of these trucks has been approved by the Fleet Management Committee; the trucks that are being replaced meet all of the committee's replacement criteria. The Equipment warranty and services are supported locally in Flagstaff by Rush Peterbilt.

Financial Impact:

The Solid Waste Residential and Commercial Programs have $1,040,000 budgeted in the Fleet Capital line item for the replacement of these trucks in FY 2016 in accounts 211-06-166-0641-0-4401, 211-06-166-0643-0-4401 and 211-06-166-0646-0-4401. The remaining balance for the purchase ($6,530.02) will come from cost savings ($30,962) from the purchase of the Bin Maintenance vehicle (originally budgeted at $75,000, account 211-06-166-0645-0-4401).

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:

None previously.

Options and Alternatives:

Option 1. Approve the City of Tempe's Cooperative purchase agreement (#T15-097-01) with Rush Truck Center, Phoenix, AZ for the purchase of two (2) Residential Side Loader Refuse Trucks and two (2) Commercial Front Loader Refuse Trucks.

Option 2. Conduct our own competitive bid process.

Background/History:

All of the trucks being considered for replacement meet the Fleet Management criteria for replacement in regard to age, mileage or hours used, and life to date costs, and were approved by the Fleet Management Committee for replacement.

This year, it was determined that these replacements were necessary due to the increased downtime, anticipated repair and maintenance costs incurred by continuing to operate the equipment.

The Solid Waste Section budgeted $1,040,000 in Fiscal Year 2016 for the purchase of four (4) Solid Waste Collection trucks in our Residential and Commercial Programs.

One of Solid Waste's considerations in forming the bid criteria was to upgrade the cab and chassis specifications in order to acquire more durable equipment and have a platform on which to refurbish entire trucks, thereby extending their useful working life at a fraction of the cost. This would also maintain greater trade in value at the end of the equipment's useful life.

Key Considerations:

The trucks being replaced have met the Fleet replacement criteria in terms of years, mileage, life to date costs and repairs needed to continue its useful life. These trucks were presented to the Fleet committee and approved for replacement with funds from Solid Waste's fleet capital line item.The Solid Waste Section has utilized various methods for equipment acquisition to minimize cost, improve longevity and manage fleet reductions, saving budget dollars while improving the quality and performance of its fleet.

The City of Flagstaff and Fleet Services have had a long working relationship with Rush Peterbilt, the authorized repair and warranty facility in Flagstaff. Fleet Services will also be authorized to perform warranty repair on the refuse bodies. The City of Flagstaff Fleet Services has many years experience with refuse truck bodies and their operation.

Expanded Financial Considerations:

Increased costs of equipment acquisition have made intergovernmental cooperative purchase agreements a viable alternative to the bid process when the desired equipment can be obtained. Volume pricing, expedited build times and delivery provide value to the purchaser. We are utilizing a cooperative agreement pursuant to Article 20 of the City of Flagstaff Procurement Manual.

The Solid Waste Residential and Commercial Programs have $1,040,000 budgeted in the Fleet Capital line items for the replacement of these trucks in FY 2016. The balance of $6,530.02 will come from $30,962 savings of the $75,000 budgeted for the purchase of a Bin Maintenance truck .

The trucks being replaced have met the Fleet replacement criteria in terms of years, mileage, life to date costs and repairs needed to continue their useful life. These trucks were presented to the Fleet

committee and approved for replacement with funds from Solid Waste's fleet capital line item. The Solid Waste Section has utilized various methods for equipment acquisition to minimize cost, improve longevity and manage fleet reductions, saving budget dollars while improving the quality and performance of it's fleet.

Community Benefits and Considerations:

Community benefits include continued consistent quality Residential and Commercial trash and recycle collections service at the lowest possible user fees.

Community Involvement:

Inform

Expanded Options and Alternatives:

Option 1. Accept the City of Tempe's Cooperative purchase agreement (#T15-097-01) with Rush Truck Center, Phoenix, AZ for the purchase of two (2) Residential Side Loader Refuse Trucks and two (2) Commercial Front Loader Refuse Trucks.

Option 2. Conduct our own competitive bid process.

Attachments: Cooperative Purchase Agreement
Tempe Contract
Side Loader
Front Loader

COOPERATIVE PURCHASE CONTRACT
Contract No. T-15-097-01

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20_____by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Rush Truck Center of Arizona, ("Contractor").

RECITALS:

A. Contractor has a contract with City of Tempe 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:

   Two (2) Residential Side Loader Refuse Trucks and two (2) Commercial Front Loader Refuse Trucks

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: http://www.tempe.gov/city-hall/internal-services/finance/procurement/cooperative-procurement and/or may be set forth in *Exhibit B* attached hereto and incorporated by reference. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.

5. Certificates of Insurance. All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

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: Rush Truck Center of Arizona

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A
SPECIFIC REQUIREMENTS OF CITY

Price: DESCRIBE, OR WRITE "Per Purchase Order"

Specifications: DESCRIBE, OR WRITE "Per Purchase Order"

Schedule of performance: DESCRIBE, OR WRITE "Per Purchase Order"

Delivery location: DESCRIBE, OR WRITE "Per Purchase Order"

Notices: All notices to City shall be sent to:

Buyer:_____
Purchasing Department
211 W. Aspen Drive
Flagstaff, Arizona 86001
(928) 213-_____

Attach: Certificate of Insurance

EXHIBIT B
AGENCY CONTRACT

[ATTACH: Agency Contract Name and No. _____ (___pages)

Bid Documents, including Vendor's bid (incorporated by reference into the Contract) (___pages)

Addenda (____ pages)

Current Price Lists (_____pages) THESE SHOULD HAVE BEEN APPROVED BY AN ADDENDUM]

Contract Award Notice

Tempe

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

Contract Number: T15-097-01

Rush Truck Centers of Arizona, Inc,
dba Rush Truck Center of Phoenix
George Beal
9600 W. Roosevelt Street
Tolleson AZ 85353

Contract Period 08/17/2015 To 08/16/2016

Phone: (602)422.8122
bealg@rushenterprises.com

Vendor Number: 00618

Solicitation/Contract Requirements

This Contract Award Notice is issued for the purchase of **Refuse Vehicles** per the terms, conditions, specifications and requirements of **RFP #15-097.** The contract shall remain in effect through **08/16/2016** unless extended, renewed or canceled per terms and conditions of **T15-097-01.** It is to be noted that any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and will void the contract. In addition, contracted vendor is not to begin work or make delivery of awarded items until any and all required insurance and/or performance bonds are posted with the City Procurement Office.

Pricing

Item No.	Item Description	Unit Price
	Per contract documents	

Vendor Address Change

If contracted vendor has a change of address for mailing payments and/or for mailing future bid solicitations, it is the vendor's responsibility to notify the City Procurement Officer identified with this contract and to ensure all such mailing address information is kept current. At least once a year, contact the Procurement Officer identified for this contract and ensure your current address has been entered to the City Procurement Office automated system.

Please note that your City of Tempe contract number is **T15--01.** This number **must** appear on all receivers, invoices and statements. Payment will be made on a monthly basis following receipt of a monthly itemized statement. Monthly invoices must be segregated by City departments and mailed directly to each City customer department. Invoices **must** be mailed to the following address: City of Tempe, **Division, Attn:**, P.O. Box 5002, Tempe, AZ. 85280. Statements **must** be mailed to: City of Tempe, **Accounting** PO Box 5002, Tempe, Arizona 85280.

Tony Allen, CPPB
Procurement Officer
(480) 350-8548

Michael Greene, CPM
Central Services Administrator

THIS IS NOT A PURCHASE ORDER.

All terms and conditions of this Award Document are per the City's Solicitation Document

Vendor's Offer

Form 201-B (RFP)

"Return this Section with your Response"

It is required that Offeror complete, sign and submit the original of this form to the City Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response and/or a materially incomplete response will be considered nonresponsive and rejected.

Offeror is to type or legibly write in ink all information required below.

Company Name: Rush Truck Centers of Arizona, Inc. DBA Rush Truck Center Phoenix

Company Mailing Address: 9600 W. Roosevelt St.

City: Tolleson State: Arizona Zip: 85353

Contact Person: George Beal Title: Sales Representative

Phone No.: 602-422-8122 FAX: 602-422-8175 E-mail: beolg@rushenterprises.com

Company Tax Information:

Arizona Transaction Privilege (Sales) Tax No.: 07-599669-K or

Arizona Use Tax No.:

Federal I.D. No.: 74-2927286

City & State Where Sales Tax is Paid: Tolleson, Arizona

If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.:

THIS PROPOSAL IS OFFERED BY

Name of Authorized Individual (TYPE OR PRINT IN INK) Chris Ryan

Title of Authorized Individual (TYPE OR PRINT IN INK) Regional Manager

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

Signature of Authorized Offeror **Date** 5/7/2015

(H:/RFP 3-2008)

Proposal Questionnaire

Return this Section with your Response

Bidder shall submit answers to the following questions. Responses will be utilized in determination of contract award.

	Question	Response
1	Provide the address of the facility that will supply units to the City of Tempe.	9600 W. Roosevelt St. Tolleson, Arizona 85353
	a If you do not have a Tempe, or valley address, how do you intend to handle repair/warranty issues	—
2	Describe your company and its history – include years in business	See attached
3	Please provide contact information for the primary account representative and a backup contact for the City of Tempe. • Contact Name • Phone Number • Cell Phone Number • e-mail address	Provide contact information below George Beal 602-422-8122, cell 602-418-4355 bealg@rashenterprises.com
4	Do you have factory-trained personnel on site to perform installation, maintenance and repair on the equipment you are offering?	yes
5	What is the delivery time ARO for the equipment you are offering – liquidated damages will apply if delivery timelines are not met. The City of Tempe prefers a delivery time of 180 days or less. Liquidated damages are $100 per day per truck will be assessed after the agreed upon delivery date has expired.	220 days or less
	a Do you understand and accept this condition?	yes
6	If required warranty work requires that vehicle to be taken to your facility for repairs to be effected, will you pick up and return vehicle at no cost to the City of Tempe?	yes for chassis
7	Do you provide, at no cost, human based technical support for the cab and chassis to assist with diagnosis of problems for service technicians? This service must be available for the lifecycle of the unit or 10 years, whichever comes first.	yes for chassis
	a If yes, provide information explaining the working of the program, the level of support provided and hours the service is available.	8:00 A.M - 5:00 P.M Monday - Friday assistance provided upon request
8	Do you provide, at no cost, human based technical support for the refuse body to assist with diagnosis of problems for service technicians? This service must be available for the lifecycle of the unit or 10 years, whichever comes first.	Dudee Mfg (Yes) local dealer and manufacture, tech support 6 AM-4:30 PM Plus emergency call.
	a If yes, provide information explaining the working of the program, the level of support provided and hours the service is available.	
9	Do you agree to the Terms and Conditions of this RFP?	yes
	a If No, explain to right	
10	List three (3) governmental or large corporate references for which you currently provide similar services.	

	• Organization/Firm Name • Contact Name • Phone Number	Provide Reference Information Below City of Mesa, Pete Sgratiotti 480-644-5909 City of Phoenix, Ross Laboadie 602-262-4788 City of Peoria, Charlie Johnson 623-773-7495
11	List number of units already built to these specifications and body configurations	Provide quantities below
	Front Loaders	McNeilus 2000 plus
	Rear Loaders	McNeilus ~~2000~~ plus
	Side Loaders	Dodge Mfg 200+

City of Scottsdale, Rick Logno 480-312-5677
City of Avondale, Ross Ellis 623-333-4474
Town of Gilbert, Bill Kohn 480-503-6526

Specifications – Cab and Chassis

Return this Section with your Response

Desired minimum specification for vehicle chassis. Any exceptions to the desired specifications must be explained. Any omission from these specifications shall not relieve the contractor from the responsibility of furnishing a vehicle with all necessary components, accessories, controls, technical advice and supervision for efficient operation.

All specifications are preferred unless noted otherwise. If your product does not at least meet the indicated minimum specifications, or you are offering an equivalent brand, you must indicate "No" and provide details about your offering in the exception column. The decision to accept or reject the vendor offered substitution is at the sole discretion of the City of Tempe.

The City will be the sole determiner of acceptability of 'approved equals'.

Specification Multiplier

Item marked with are required – if not included, offer may be considered non-responsive
Items marked with will be scored with a multiplier of 5
Items marked with will be scored with a multiplier of 3
Unmarked items will have no multiplier

A	Cab			Vendor Response Yes	No	Exception
	1	2 door COE Design - **Required**		✓		
		a	Specify Manufacturer	Peterbilt		
		b	Specify Model	320		
		c	Specify Warranty	Base, 1 year 100k see attached		
	2	Instruments – Fuel, voltmeter, oil pressure, air pressure, water temperature, transmission temperature, tachometer, & speedometer.		✓		
		a	Each gauge shall be independently wired and grounded. Units with "Smart Gauge" systems will not be accepted unless software, hardware and training is provided to allow the City the ability to reprogram and reset gauges.	✓		[illegible]
	3	Driver's seat with air lumbar support, National Seating model Standard Plus or Captain series or equal high-back, low profile air ride– cloth covered.		✓	✓	Notional, not Standard plus or captain
		a	Drives seat shall be mounted in a way to provide the maximum amount of rearward adjustment that the cab will allow providing maximum legroom for driver.	✓		
	4	Matching air ride Passenger seat supplied with air control on right side of seat - cloth covered.		✓		
	5	Dual windshield wipers and washers		✓		
	6	Dual sun visors		✓	✓	single RV style
	7	AM/FM/CD radio				
	8	Tinted safety glass		✓		
	9	All windows, excluding windshield, to be covered with the darkest available high performance metalized film (complaint with local legal requirements).		✓		
		a	Windshield shall have a full width strip, 4" to 5" wide, of tint along the top edge across the entire windshield	✓		
	10	Door windows shall be power assisted with controls easily accessible to the driver.		✓		
		a	Motors shall be mounted inside the door and shall not protrude past door panel	✓		
	11	Dual 6" x 16" collapsible west coast mirrors with 8" convex mirror mounted at base of frame		✓	✓	Velvac RV Style
	12	Dual air conditioning system. Factory installed dash air system and roof air system designed to operate with A/C coming out dash and roof vents at the same time if needed. To be of sufficient size and rating for use in ambient		✓		

		temperatures of up to 120 degrees Fahrenheit.	✓		
	13	Roof air conditioning will incorporate a Red Dot R-2000 ceiling mount evaporator or equal. All repair components to be available locally. Condenser to be factory installed dual fan, roof mount. Unit and all components, including condenser, installed in a manner that does not interfere with any of the truck or refuse operational controls.	✓	✓	Additional Red Dot system, Installed at Rush Truck Center.
	14	Factory installed heater and defroster	✓		
	15	LED chassis lighting package incorporating solid mounts with mid body turn signal is **required**	✓		
	16	All wiring must be neatly loomed and routed	✓		
	17	12 volt cigarette lighter style power accessory receptacle within easy access of driver is to be provided – minimum 15 amp rating	✓		
	18	Double/extended brake pedal	✓		
	19	Color Nutmeg – AXALTA (Dupont) Imron Elite or equal)	✓		
	20	Any wiring or plumbing running up the side or over the roof of body shall be protected from tree limbs, or other obstructions, that might contact the body	✓		
	a	Weather pack connectors shall be used at all connectors that might be subject to inclement weather.	✓		
	b	All areas where wiring passes through sheet metal and panel openings are to be grommeted	✓		
	21	Mud flaps installed on front and rear fenders to keep mud and debris from getting on refuse box or any components – no advertising allowed	✓		
	22	Metal shield to be mounted ahead of front tandem tires and extend downward a sufficient length to prevent mud and debris from getting on refuse box or any components.	✓		
	23	Full engine enclosure and cab floor heat and noise insulation to be provided	✓		
	a	Insulation is to cover the complete underside of the "doghouse" and extend out both sides coating the cab floor	✓		
	b	Bayseal 2.7P closed cell roofing foam or approved equal	✓		
	c	Ceramic insulating beads added into topcoat for additional heat reflective properties	✓		
	24	Full cab wall and roof insulation to be provided – minimum R-18	✓		
	a	Area behind driver shall be fully insulated and finished – floor to headliner with the exception of rear window	✓		
B	**Chassis**		**Vendor Response**		
			Yes	**No**	**Exception**
	1	GVRW – **minimum** 58,000#	✓		
	2	Wheel-base, cab to axle and overhang shall all meet respective body manufacturer's requirements. It is the vendor's responsibility to design the unit and guarantee legal load limits and weight distribution using average weights under normal conditions.	✓		
	3	Frame rails of sufficient strength and rating to withstand continuous refuse truck service. The RBM rating of at least 3,000,000 in the main section, primarily of bolted construction with as few rivets as possible.	✓		
	a	No welding or frame rails or cross members	✓		
	b	No drilling of frame rail flanges	✓		
	4	Front axle - 20,000# **minimum** with springs and shocks	✓		
	5	Springs and spring hangers for front axle to exceed the rating of the axle.	✓		
	6	Rear axle – Tandem axles with dual wheels and a **minimum** 40,000# rear axle rating – Meritor MT40-14X .	✓		Dana Spicer D5H 44
	7	Axles to have outboard drums and hub seals.	✓		
	8	6.14 gear ratio to optimize refuse can to can power and speed, and be able to obtain approximately 60 mph road speed.	✓		
	a	State gear ratios and MPH calculations offered	6.17 60mph @ 2,000 rpm		
	9	Rear suspension – Hendrickson Haulmaax HMX-400 or approved equal. Suspension capable of withstanding a minimum GVWR of 40,000 #.	✓		

	a	Specify Brand, Model and rating offered	Hendrickson HMX-400			
10		Rear suspension – Hendrickson HMX-400 or approved equal. Suspension capable of withstanding a GVWR of 60,000#.	✓			
	a	Specify Brand, Model and rating offered	Hendrickson HMX-400, 60k creep			
11		Brakes – dual circuit anti-lock, air	✓			
	a	S cam actuators with automatic slack adjusters **required**	✓			
	b	18.0 CFM **minimum** compressor	✓			
	c	Air dryer with replaceable cartridge shall be included – spin on preferred	✓			
	d	Air system to have air coupling or stem valve to allow pressurization of system from an outside source	✓			
	e	Air tanks shall be plumbed to allow manual draining without getting under the vehicle				
	f	State front brake size	16.5" x 7"			
	g	State rear brake size – Tandem Drive Axle	16.5" x 8.6"			
12		Parking Brake – air activated release, spring loaded	✓			
13		Tires – radial tubeless with standard highway tread (must be new tires – no retreads)				
	a	Size - 315/80R22.5 load range L	✓			
14		Wheels – Aluminum disc, 10 hole hub-piloted	✓			
15		Fuel Tank Capacity – approximately 70 gallon DFE	✓			
	a	State tank capacity	min 70 gal. varies with body supplier.			
16		A means for towing vehicle with wrecker must be provided. Pick up loops or eyes on front of vehicle strong enough to tow the vehicle with the front wheels off the ground. Must have a front bumper.	✓			
17		Hydraulic power steering	✓			
	a	Reservoir shall be mounted that allows checking and filling from ground level	✓	✓	check from ground, fill with short step ladder	
18		Smallest available steering wheel to be installed	✓			
	a	State outside diameter of wheel to be provided	16"			

C				Vendor Response		
	Engine			Yes	No	Exception
	1		EPA compliant electronically controlled, water cooled, 4 cycle CNG engine. Cummins ISL-G (320 HP) minimum or equal.	✓		
		a	State Manufacturer	Cummins		
		b	State Model	ISL-G		
		c	State Horsepower	320/2200		
		d	State Torque	1000/1300		
		e	State year of manufacture	2015		
	2		It is required that engine, injectors, fuel pump, turbo, and after treatment if equipped, be warranted for 5 years/100,000 miles with no deductible	✓		5 yr 150k w/ ISL-G
	3		Oil Filter – full flow, spin-on	✓		
	4		Air Cleaner – dry type – dual element. Air intake for the engine must be from a point above roof of cab and properly bonneted to keep out moisture. Intake system to have restriction gauge mounted on the air cleaner housing.	✓		
	5		Coolant Filtration System – spin on type with pre charged element		✓	
	6		Cooling system must have the largest heavy-duty components available with coolant recovery system. Cooling system filter equipped. Manufacturer must state that cooling system will keep engine at normal operating temperature in very dusty conditions and in temperatures that can reach 120 degree Fahrenheit. The preferred cooling system will have no more than one radiator, frontally mounted.	✓	✓	no coolant filter,
		a	Metal surge tank preferred	✓		
		b	If plastic tank used, it must be warrantied for a minimum of five (5) years for workmanship, cracks, leaks or sun damage			
		c	Hoses (radiator, by-pass and heater) – Gates Blue Stripe or equal	✓		

	d	Hose clamps to be worm drive compatible with silicone rubber	✓		
7		Turbo shall have a separate heat shield to deflect heat from cab floor or vehicle interior	✓		
8		Engine alarm and shutdown system for high water temperature and low oil pressure. System must be OEM approved.	✓		
9		Engine supplied with high quality fuel filtering system to remove all impurities, including water, from the fuel with spin on filter.	✓		
10		Alternator – 12 volt Delco HD 33Si series 135 amp **minimum**.	✓		
	a	State alternator manufacturer, model and amperage	Delco 36 si, 160 amp. Brushless.		
11		Batteries – 3 ea 12 volt low, or maintenance free, 2250 CCA **minimum**	✓	✓	2100 CCA.
12		Cables professionally formed and routed with the shortest cable possible to reduce voltage drop and amp loss.	✓		
13		Batteries housed in covered container that is resistant to corrosion and yet must be easily accessible for servicing.	✓		
14		Unit **must** be supplied with a battery cut off switch with lockout. The switch is to be mounted as close to the batteries as possible and wired to interrupt the positive battery feed.	✓		
	a	Fused circuit to maintain power to cab radio for retention of set station memory	✓		
	b	No keyed battery disconnect switches	✓		
15		Exhaust System – Proper heat shielding is required to preclude refuse debris from contacting any heat sources created by the turbo and exhaust system components. Height of system, including diffuser, should not exceed height of body.	✓		

D	Transmission		Vendor Response Yes	No	Exception
1		Allison automatic – 4500 RDS, 6 speed – wide ratio	✓		
	a	Push button selector	✓		
	b	Filter – spin-on, located conveniently for service	✓		
	c	Transmission oil to air or oil to coolant water cooler	✓		
2		Equipped with internal retarder			
3		Dipstick provided – must be accessible from the ground without tilting the cab.	✓		
4		Transmission **must** be supplied from the factory with Allison approved Transynd synthetic fluid.	✓		
5		Allison ETC 5 year extended warranty to be **included**	✓		

E	Manuals		Vendor Response Yes	No	Exception
1		The preferred medium for manuals is a web based platform. Vendors shall provide (at no cost to the City) access to all online manuals, including updates, for the lifecycle of the unit, or ten years, whichever comes first.	✓	✓	Peterbilt Web E-Cat 1 year $1350 per year thereafter
2		If online manuals are not yet available, digital versions can be substituted; however, they must be in PDF format. Pdf manuals must be searchable by item/topic.		✓	
	a	Must be capable of being installed on a shared drive for access at multiple locations without using the CD, or provide the ability to copy the manuals for use at multiple locations.	✓		
3		Service Manuals – to include comprehensive hydraulic and wiring schematics			
	a	Chassis	✓		
	b	Engine	✓		
	c	Transmission	✓		
	d	ABS	✓		
	e	Body	✓		Supplied by Body Co.
4		Parts Manuals			
	a	Chassis	✓		
	b	Engine	✓		

		c	Transmission	✓		
		d	ABS	✓		
		e	Body	✓		← Supplied by body co.
	5		Operators manual – two (2) – to be supplied with each unit	✓		
F	Training			Vendor Response		
				Yes	No	Exception
	1		On site factory authorized operator training for each vehicle delivered. Operator training shall be scheduled at the convenience of the City of Tempe personnel	✓		
	2		Vendor familiarity training for maintenance and repair of the vehicle. Training must occur within 2 weeks of request by the City.	✓		
G	Miscellaneous			Vendor Response		
				Yes	No	Exception
	1		Data label shall be affixed to the vehicle that lists all fluid capacities and fluid type	✓		
	2		MCO supplied at time of delivery is **required**	✓		
	3		A **minimum** of 4 sets of keys shall be supplied at time of delivery	✓		
	4		If multiple units are ordered, all units shall be keyed alike unless otherwise specified	✓		

McNeilus

Specifications – Front Loader

Return this Section with your Response

Desired minimum specification for front load refuse vehicles. Any exceptions to the desired specifications must be explained. Any omission from these specifications shall not relieve the contractor from the responsibility of furnishing a vehicle complete with all necessary components, accessories, controls, technical advice and supervision for efficient operation.

All specifications are preferred unless noted otherwise. If your product does not at least meet the indicated minimum specifications, or you are offering an equivalent brand, you must indicate "No" and provide details about your offering in the exception column. The decision to accept or reject the vendor offered substitution is at the sole discretion of the City of Tempe.

The City will be the sole determiner of acceptability of 'approved equals'.

Specification Multiplier

Item marked with [redacted] are required – if not included, offer may be considered non-responsive
Items marked with [redacted] will be scored with a multiplier of 5
Items marked with [redacted] will be scored with a multiplier of 3
Unmarked items will have no multiplier

Unit Cycle Times

Units with cycle times that are better than requested will receive higher scores than those just meeting standards as stated.

				Vendor Response		
				Yes	No	Exception
	1		Due to space limitations on Tempe routes a smaller wall to wall and curb to curb turning diameters are required. Vendor is to specify the turning diameter of the completed unit as requested below. Smaller turning diameters will score higher during the evaluation process	✓		
		a	State wall to wall turning diameter for unit submitted	205 WB – 3 Axle 69' / 197 WB – 4 Axle 68' approx.		
		b	State curb to curb turning diameter for unit submitted			
		c	State wheel cut for submitted unit	43-46°		
	2		Unit shall be supplied with a dual camera system. Safety Vision SV-CLCD-65 or approved equal, with 7" flat screen monitor in cab.	X		
		a	State Manufacturer and Model	McNeilus Street Smart 7"		
		b	One camera mounted on the tailgate, illumination provided by two flood lights facing rearward – wired to illuminate when transmission is put in reverse.	X		
		c	Second camera to be armored and mounted in a protected area above the hopper to provide view of the hopper interior. Camera to be wired to be activated by the driver from the drivers seat.	X		
			Third camera mounted to right side of tailgate pointing directly to the right to show oncoming traffic if backing into the street.	X		
		d	Display to be able to display split image from cameras	X		
		e	One protected floodlight is to be provided situated to illuminate the rear side of packer blade. Light shall be mounted as close as possible to the screen in front of the hopper area in order to reduce light reflection off the screen.	X		
			One (1) flood light mounted on each side of the refuse body midpoint	X		

			designed to light up toward the rear of the truck when in reverse.			
	3		Shall have an under ride bumper that meets all federal, state and local requirements	X		
	4		Any wiring or plumbing running up the side, or over the roof, of body shall be guarded or protected by some means from tree limbs, or other obstructions, that might contact the body. Any covers, guards or protective devices must be constructed in a way that allows for easy removal and/or replacement of wiring, hoses, or lines during repairs or diagnostic of electrical or hydraulic systems.	X		
	5		Safety pins or clips that hold prop or similar device in place shall be permanently secured or tethered to prevent accidental loss	X		
	6		All bearings and bushings must have a means to be fully and completely lubricated by operator using a standard hand grease gun. Vendor must design the means for grease to travel from zerk into the bearing or bushing and entirely cover all friction points. Grease passages must be designed in a way that prevents poor flow of grease or allows foreign material to clog grease passages.	X		
	7		The body shall incorporate a electric over hydraulic service hoist that can easily lift the body off of the frame when the truck is unloaded. The lift shall be constructed in a way to raise the front portion of the body with the pivot at the rear of body. There shall be body props that safely hold the body in the lifted position. The minimum raised height of a safely propped body shall be 26" high. The point of measure shall be no more than 24" back from the most forward point of the body.	X		
		a	Lifting of body shall not require tools. An operator in the field must be able to remove any body to frame fastening devices and raise the body with no additional help from an assistant or hardware.		X	1 7/8" Wrench
	8		3,600 PSI CNG tanks will be roof mounted on the refuse body with a protective shield to guard the tanks from damage from alley operations. Guards will be easily removed for service work. A total DGE of approximately 70 gallons.	X		
			State gallons offered	75 DGE		
	9		One slow fill nozzle on the front bumper and one slow fill and one fast fill on the right side of the truck.	X		
	10		Body height of CNG unit will be low profile body design that does not increase the height of the truck beyond a diesel powered truck.	X		
	11		State total transport height of completed unit mounted on chassis.	13'6"		
E	Warranty			Vendor Response: Yes	No	Exceptions
	1		Minimum two (2) year on all parts, materials and labor	X		
		a	Specify the warranty that you will offer	2 Years		
	2		All hydraulic cylinders shall be four (4) years on parts and labor including seals	X		
		a	State the warranty that you will offer	4 Years		
	3		Minimum seven (7) years on hopper floor and sides on all parts and labor	X		
		a	Specify the warranty that you will offer	7 Years		
	4		Minimum five (5) years on structural integrity and design of body to include cracks and premature wear out of components of body and packing system.	X		
		a	Specify the warranty that you will offer	5 Years		
F	Body			Vendor Response: Yes	No	Exceptions
	1		40 yard capacity	X		
		a	State Manufacturer	McNeilus		
		b	State Model	Contender/Meridian		
		c	State wet weight of Cab & Chassis	16,525		
		d	State wet weight of Refuse Unit	20,270		
		e	State wet weight of entire unit without refuse load	36,795		

		f	State Wheelbase for unit	205 – 3 Axle 197 – 4 Axle		
		g	State Length of completed unit	386 inches		
		h	State Width of completed unit	96 inches		
		i	State Height of completed unit	13'6"		
		j	~~State achievable payload capacity for unit~~ offered	~~28,000~~		
		k	State achievable pounds per yard compaction	700		
	2		Body shall be designed for mounting on a COE chassis to allow accessibility to engine and all components	X		
	3		LED lighting package with solid mounts required.	X		
	4		Mid body turn signals (LED) are to be mounted on each side of the body. Solid mount to avoid lights being dislodged by contract with trees, brush, etc.	X		
	5		Center mounted LED brake light is required	X		
	6		Ecco model 210 electronic back up alarm to be installed	X		
	7		All exterior seams and abutments continuously welded for strength and neatness of appearance.	X		
	8		A front cab guard protector is required. Top anchor points of cab guard mounted to cab roof. Lower anchor points mounted to cab hinges in such a way that guard will tilt with cab.	X		
	9		Body equipped with a cab protector shield. Cab shield designed to allow full tilting of the cab without raising body. The cab protector will be provided with a hydraulic tilting feature to hydraulically move the cover allowing the cab to be tilted fully forward. The cab protector will include a drain trough that will direct liquids from the cab protector into the body sump.	X		
		a	If two piece canopy is used in order to facilitate the ability to tilt the cab forward without lifting the body, the hinge point of the canopy shall be no further forward than the rear edge of the cab. This will allow Tempe to utilize a larger roof mounted A/C	X		
	10		Wind screen attached to prevent blowing of material during discharge of the container	X		
	11		A bolt on expanded metal screen will be mounted on the front of the refuse body. The screen will prohibit the escaping of loose refuse from the hopper area behind the packer and onto the truck engine and transmission.	X		
		a	Screen shall have a frame around it that is secured to the body without welding to allow removal for access during repairs	X		
	12		A ladder is to be provided on the rear to gain access to the top of the refuse body. State location of ladder.	X		
		a	Self-cleaning steps constructed of grip strut metal are required Non-slip tape is not acceptable.	X		
		b	Ladder must be designed to allow thee point contact without stepping on fuel tank, battery box or any other item mounted to frame not specifically designed to safely support operators weight	X		
		c	Ladder shall be designed in a way that provides a minimum of 5" of operator shoe to protrude through the ladder or have a 4" wide step surface with 1" of shoe protrusion	X		
	13		State estimated maximum payload while maintaining legal weight limits as defined by the Arizona bridge formula.	**13,205 – 3 Axle 18,545 – 4 Axle**		

			Vendor Responses		
		Body Performance	Yes	No	Exceptions
	1	Entire body to be constructed of eight (8) gauge 80,000 PSI steel **minimum** to withstand repeated packing cycles without distortion or creasing of the refuse containing area.	X		
	2	Body floor shall be flat full width **minimum** 3/16" 150,000 PSI steel.		X	Curved Body Floor
	3	Floor longitudinals required with crossmembers located on **minimum** 18"	X		

		centers to withstand continuous operation at maximum loads.			
	4	12 gauge steel may be used for roof constructions – adequate bracing of the roof crown must be provided to dissipate forces equally through the body structure	X		
#	Features		Vendor Response: Yes	No	Explanation
	1	Tailgate to be top hinged – one piece	X		
	2	Tailgate constructed of **minimum** 10 gauge steel and sufficiently reinforced to withstand repeated packing	X		
	a	State tailgate configuration	**Hinge Mount 8 point Lock**		
	b	State tailgate size	**4.3 yds**		
	c	State tailgate design	**Bubble**		
	3	Tailgate shall be raised by hydraulic cylinders for load ejection.	X		
	a	Tailgate cylinders to incorporate a restriction device to prevent rapid descent in the case of hydraulic failure	X		
	4	Tailgate movement and latching controlled from inside of cab.	X		
	5	Tailgate seal shall be designed in such a fashion to allow vendor to guarantee no leakage will occur during normal operation to a minimum level of 24".	X		
	6	The tailgate is to incorporate a heavy duty positive type hydraulic latch operated from inside the cab.	X		
	a	Controls shall be guarded to prevent accidental activation during travel or loading	X		
	b	System shall include a visual and audible warning to notify operator if latch is not fully closed.	X		
	7	Hinge mounts reinforced where attached to body.	X		
	8	Heavy duty tailgate service props provided.	X		
#	Features		Vendor Response: Yes	No	Explanation
	1	Hopper area to receive from the top and be designed to accommodate containers from one (1) through ten (10) cubic yard capacity.	X		
	2	12 yd hopper capacity minimum	X		
		State hopper capacity in cubic yards and also state height, width and length.	**12 yards 7'H x 7'L x 6.8' W**		
	3	Hopper design to include a flat floor with straight vertical sidewalls. Hopper floor to be ¼" preferred hardox AR-450 abrasion resistant steel plate (203,000 PSI tensile strength). Sufficient under floor bracing to include full width crossmembers on 18" center minimum that are interlaced with longitudinal supports.	X		**¼" AR-400**
	4	All external welds of hopper side bracing shall be continuous full seam.	X		
	5	Inside of the hopper shall be plug welded for additional strength	X		
	6	An under hopper liquid sump shall be designed to provide a 40 gallon sump for liquid retention. Clean out doors with seals shall be provided on both curb and street sides to remove debris from the liquid sump without having to enter the truck body. A clean out rake or similar tool provided with a saddle mounted on the truck body provided to carry the tool	X		
	7	Clean out doors with water tight seals	X		
	a	If the design of the packer is such that debris that falls behind the packer blade is cleaned out automatically and completely, then clean out doors are not required. Tempe will be the sole determiner if the design is adequate to completely clean the hopper area of debris.	N/A		
	8	Access to hopper to be provided for cleaning purposes.	X		
	a	Access to meet ANSI Safety Requirements.	X		
	b	Door to be equipped with a reliable, positive latch and inter-lock system to prevent arm or packer blade movement if not properly latched.	X		
	c	Two grab handles are preferred – one above door and on the side of door	X		
	d	Door shall have a minimum opening of 24" wide x 32" tall	X		
	9	Hydraulically operated horizontal sliding top hopper door to be included.	X		

			Operated by a double acting hydraulic cylinder with a red warning light on dash to warn the operator when the door is not fully closed.			
		a	Hopper top door will have an interlock that will prevent the arms from dumping onto the top door	X		
		b	Open to close time to be 6 seconds maximum	X		
		c	Shall be constructed of steel sheet metal and able to support a 220 pound operator without denting, creasing or permanently distorting.	X		
				Vendor Response		
				Yes	No	Exception
	1		Partial pack – full eject packer system.	X		
		a	State design of packing system offered	Half Pack – Full Eject		
	2		Packer blade shall be constructed of 3/16" **minimum** 100,000 PSI steel braced to withstand, without distortion, repeated application of maximum packing	X		
		a	Packer shall be reinforced with a combination of structural members for maximum strength and rigidity	X		
	3		Packer designed to prevent spillage of refuse over the top of the packer during both the pack and retract cycle.	X		
		a	Sharks teeth at the top of the parker blade to help prevent spillage of trash over the blade during compaction	X		
	4		It is preferred that the packer cycle time not to exceed 20 seconds (Cycle is full packer stroke out and return)	X		
		a	State guaranteed packer cycle time in seconds	20 seconds		
	5		Packer guide tracks shall be welded in and made from Hardox AR-450 – 203,000 PSI tensile strength steel	Exceeds		Chromium Carbide
	6		Packer shall have a wear plate/scraper blade across the bottom of packer that runs across the entire width of packer	X		
	7		Packer cylinders shall have the ability to be greased without entering the hopper.	X		
		a	If remote hoses are used to accomplish this, all hoses must be steel braided for strength and durability and secured in a way that prevents damage from refuse material	X		
	8		Packer blade size and travel designed to clear hopper area of trash without having to pack multiple times.	X		
	9		Packer system must allow packing while driving from can to can.	X		
				Vendor Response		
				Yes	No	Exception
	1		Dumping shall allow for complete emptying of the refuse body without the operator having to pull or clean remaining refuse from body.	X		
				Vendor Response		
				Yes	No	Exception
	1		It is preferred that the system operate at 2,500 psi or less	X		
		a	State system operating pressure	2,500 psi		
	2		Will your system use a front mount or transmission mount PTO setup			Front Vane
		a	If front mount is utilized, a means must be provided to protect front of engine mounted hydraulic pump and all associated lines.	X		
		b	State distance the front mount pump will extend forward of bumper or extend the bumper.	3.5 inches		
	3		Design and capacity of the hydraulic system must be adequate to maintain desired pressures and operating capabilities in ambient temperatures of up to 120 degrees Fahrenheit	X		
	4		Hydraulic reservoir shall be properly baffled	X		
		a	State capacity of reservoir	50 Gallons		
		b	Tank shall be pressurized to prevent cavitation unless it is mounted more than 20" above the pump inlet.	X		
		c	Tank shall be complete with screened fill port, magnetic drain plug, shut off	X		

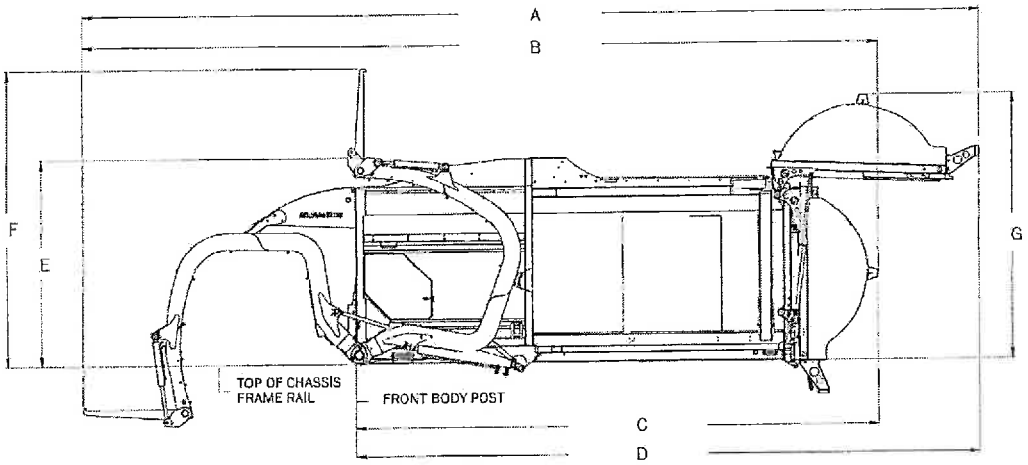
		vale, oil level sight gauge and temperature gauge			
5		Preferred hydraulic system shall be fuel efficient and designed in a way to provide pressure and flow from the system pump(s) only when needed. This design shall utilize idle or very near idle engine RPM for functions		X	**Cannot be done with city preferred Front-mounted Pump**
	a	~~Pump(s) shall have full load sensing controls that provide power only when~~ needed and thus reduce HP draw from the engine when hydraulic functions are not being used		X	
	b	System shall be designed in a way so that the hydraulic pump(s) will only provide the minimum flow required for each specific hydraulic function when commanded		X	
	c	System shall be designed in a way so that the pump(s) will go to zero flow and low pressure standby when no hydraulic functions are commanded regardless of engine speed		X	
	d	System shall contain a valve that assures a positive shutdown of the pump in case of system failure resulting in large amounts of fluid loss. In the event of a hose rupture or other catastrophic loss of fluid, the shutdown valve shall stop all functions and prevent any additional fluid loss. Valve(s) shall be mounted directly to outlet of pump(s) for maximum reduction of fluid loss		X	**Transmission mounted pump needed for this option**
		Give a detailed description how your hydraulic system will accomplish this goal.	**Chelsea 890 PTO with Fuel Saving Vane Pump will achieve this and other options. Available in option section.**		
6		All hydraulic tubes shall be securely clamped to prevent vibration, abrasion and excessive noise.	X		
	a	Tubes running the length of the body roof shall be protected from tree limbs.	X		
	b	Exposed hoses or tubes running over the body structure will not be accepted.	X		
7		Pump to body hard plumbing hall be provided. Flex hoses shall be provided at each end of the hard plumbing to provide adequate flexure to prevent hydraulic leaks	X		
8		All high pressure hydraulic hoses will be double braided wire construction built to withstand a pressure equal to 2 times the maximum pump output	X		
	a	Hoses shall conform to SAE standards for designed pressure.	X		
	b	Bends shall not be more than recommended by SAE standards	X		
	c	Flat spots in hoses or lines will not be acceptable	X		
	d	Pressure hoses shall be protected with fabric guard	X		
9		All hydraulic pressure hose fitting must be SAE 37 degree, JIC style male ridged and female swivel or flat face o-ring style with male rigid and female swivel	X		
10		In line high pressure filter assembly mounted for easy access.	X		
	a	There shall be an electronic bypass monitor with permanently labeled warning light inside the cab visible to the operator	X		
	b	Spin on filter preferred	X		
	c	Tank shall be equipped with a sight level gauge for checking of fluid level that is easily visible and protected from damage	X		
	d	Tank shall include a ¼ turn ball valve on the suction line fitting to allow removal of tank without draining fluid	X		
11		All valves shall be located in a manner to allow easy access by technician for diagnosis and repair	X		
12		Pressure tap points with quick connect adapters shall be provided at all necessary points to allow complete system testing	X		
13		All multi spool control valves shall be of sectional design such that servicing would not require replacement of the entire valve	X		
14		Hydraulic packing cylinders must be of the internal cushion design to minimize hydraulic shock.	X		
	a	Cylinder design shall decrease the speed of the cylinder at least the last ½"	X		

			of cylinder stroke in both direction of travel			
		b	Rods of packer cylinders must be induction hardened to a surface hardness of 55-65 Rockwell C scale.	X		Nitrated
		c	Rods of all cylinders shall be chrome plated	X		Nitrated Packer
		d	All cylinders must be of a brand and design which can be repaired or rebuilt locally	X		
		e	State brand of cylinders on unit offered	Mailhot – packer	Rosenboom – all others	
				Vendor Response		
				Yes	No	Exceptions
	1		Arms of the front loading refuse body capable of lifting a minimum of 8,000 pounds gross load measured at the centerline of an eight (8) cubic yard container.	X		
		a	State design and type of construction	Solid Piece Steel		
		b	State manner in which the arms attach to body	Bolt On		
	2		Lifting arms must not obstruct cab doors on either side during dumping cycle.	X		
	3		Bolt on replaceable rubber arm stops are required	X		
	4		Lifting arms provided with 51" forks for pickup of containers equipped with side sleeves.	X		
	5		Lift arms and forks shall be designed to service container of one (1) to eight (8) cubic yard capacity.	X		
		a	Replaceable fork cross shaft rubber bumpers required	X		
	6		Lift arms to have limiting cylinders or safety device to prevent them from tilting into cab and windshield when in the stored position.	X		
		a	State design and placement of lift arms in travel position	Pulled Back over Body – Tucked Away		
	7		Rabbit ear style control levers for all functions provided inside cab within easy reach of the driver.	X		
	8		Lifting device and packer controls shall be electric over hydraulic with proportional control or feathering capabilities		X	Air/Hydraulic
	9		Controls shall have an operator initiated "shake" function to allow operator to simulate a quick back and forth motion of the refuse container at the hopper to help loosen stuck debris in refuse container. "Shake" function control shall be mounted in a way that does not require the operator to mover their hand to another control position to use feature. "shake feature shall move container back and forth a minimum of 2 times. Custom programming of the length, speed and quantity of container shaking is preferred.		X	
	10		Hydraulic system and controls shall have on board diagnostic capabilities from information screen in the cab	X		
		a	Information screen shall provide real time information as well as allow for user programming, system diagnostic and customization of functions	X		
		b	On board customization shall have security levels of permissions so that the City can control the level of permissions for operators and technicians	X		
		c	Lift arm counter shall be provided that measures refuse can dump cycles as well as packer cycles.	X		
	11		Lifting arms equipped with steel tubular type hydraulic cylinders with sufficient rated capacity to effectively operate with the maximum rated load at maximum efficiency.	X		
	12		Hydraulic cylinders will rotate containers into hopper with sufficient angle to cleanly and quickly discharge material	X		
	13		It is preferred that the dump cycle time not to exceed 16 seconds (Cycle is full sweep up, dump, un-dump and lowered to the fully down position)	X		
		a	State guaranteed dump cycle time	16 seconds		
	14		Forks shall have a raised protrusion on the top of the outward end to assist in the prevention of cans slipping off of fork when the can is upright	X		
	15		System shall incorporate an automatic function of slowing the arms to a smooth	X		

		stop when moving the arms to the fully stored position to prevent damage to arm stops and other affected arm components.			
		a Heavy duty bolt-on hard rubber arm stops located at the side of body shall cushion and prevent over travel of the lift arms	X		
			Vendor Response		
K	Painting		Yes	No	Exceptions
	1	Complete unit shall be cleaned of all dirt & grease, all weld slag removed & then sand blasted	X		
	2	Finish shall be white to match cab color	X		
	3	City prefers powder coat finish with a minimum 4 mil thickness		X	
		a Specify the type of finish will you provide?	**Akzo High Solids Acrylic Urethane**		
L	Manuals		Vendor Response Yes	No	Exceptions
	1	The preferred medium for manuals is a web based platform. Vendors shall provide (at no cost to the City) access to all online manuals, including updates, for the lifecycle of the unit, or ten years, whichever comes first.	X		
	2	If online manuals are not yet available, digital versions can be substituted, however, they must be in PDF format. Pdf manuals must be searchable by item/topic.	X		
		a Must be capable of being installed on a shared drive for access at multiple locations without using the CD, or provide the ability to copy the manuals for use at multiple locations.	X		
	3	Service Manuals – to include comprehensive hydraulic and wiring schematics	X		
		a Body	X		
		b Hydraulics	X		
	4	Parts Manuals			
		a Body	X		
		b Hydraulics	X		
	5	Operators manual – two (2) – to be supplied with each unit	X		
M	Training		Vendor Response Yes	No	Exceptions
	1	On site factory authorized operator training for each vehicle delivered. Operator training shall be scheduled at the convenience of the City of Tempe personnel	X		
	2	Vendor familiarity training for maintenance and repair of the vehicle. Training must occur within 2 weeks of request by the City.	X		

CONTENDER FRONT END LOADER

Key Specifications and Features



DESCRIPTION	CONTENDER									
	32 YD	29.3M	36 YD	32.9M	40 MED	36.6M	40 LONG	36.6M	43 YD	39.3M
	Inches	mm	Inches	mm	Inches	mm	Inches	mm	Inches	mm
O.A.L.-Arms Down,TG Open (A)	480	12,179	520	13,195	520	13,195	534	13,551	534	13,551
O.A.L.-Arms Down,TG Closed (B)	420	10,671	442	11,217	460	11,687	456	11,572	474	12,042
O.A.L.-Arms Stowed,TG Closed (C)	262	6,642	283	7,188	302	7,658	297	7,543	316	8,014
O.A.L.-Arms Stowed,TG Open (D)	321	8,151	361	9,167	361	9,167	375	9,523	375	9,523
Height-Arms/Fork Stowed (E)	119	3,025	119	3,025	119	3,025	119	3,025	119	3,025
Height-Arms Stowed/Forks Up (F)	171	4336	171	4,336	171	4,336	171	4,336	171	4,336
Height-Tailgate Raised (G)	153	3891	135	3,421	153	3,891	135	3,421	153	3,891

The Contender Front Loader is a middleweight that hits the sweet spot – delivering optimal payload & durability for commercial & residential haulers.

- Range of body sizes, from 32-43 cubic yards, to meet a wide range of requirements.
- High-strength, 3/16-inch AR400 single-sheet steel hopper wall for added durability, and 3/16-inch AR400 steel hopper floor for added strength.
- 13-cubic-yard hopper with flat floor offers excellent capacity.
- The Contender maximizes efficiency with a fast pack cycle that keeps the hopper clear at all times.
- Rounded body floor for easier clean out.
- Air lift canopy offers excellent coverage on all chassis cabs.
- Command Zone™ multiplexed and CAN-based controls are the most advanced, easiest to use in the industry, with operator status display and full diagnostics.
- Exclusive McNeilus® Excalibre™ cylinders feature a hardened tool steel scraper that drastically reduces hydraulic contamination.
- Industry's best factory-direct service and support network, with mobile service trucks ready to answer your call.
- Paint process features high solids epoxy primer and Sikkens top coat for long lasting protection and appearance.
- Proudly Made in the USA.
- Next Generation (NGEN) Compressed Natural Gas (CNG) available on a range of chassis choices and configurations.

McNeilus
An Oshkosh Corporation Company

McNeilus

Specifications – Rear Loader

Return this Section with your Response

Desired minimum specification for rear load refuse vehicles. Any exceptions to the desired specifications must be explained. Any omission from these specifications shall not relieve the contractor from the responsibility of furnishing a vehicle complete with all necessary components, accessories, controls, technical advice and supervision for efficient operation.

All specifications are preferred unless noted otherwise. If your product does not at least meet the indicated minimum specifications, or you are offering an equivalent brand, you must indicate "No" and provide details about your offering in the exception column. The decision to accept or reject the vendor offered substitution is at the sole discretion of the City of Tempe.

The City will be the sole determiner of acceptability of 'approved equals'.

Specification Multiplier

Item marked with are required – if not included, offer may be considered non-responsive
Items marked with will be scored with a multiplier of 5
Items marked with will be scored with a multiplier of 3
Unmarked items will have no multiplier

Unit Cycle Times

Units with cycle times that are better than requested will receive higher scores than those just meeting standards as stated.

A	Rear Load Specific Specifications			Vendor Response Yes	No	Exception
	1	Due to space limitations on Tempe routes a smaller wall to wall and curb to curb turning diameters are required. Vendor is to specify the turning diameter of the completed unit as requested below. Smaller turning diameters will score higher during the evaluation process		✓		
		a	State wall to wall turning diameter for unit submitted	188 WB 67' approx		
		b	State curb to curb turning diameter for unit submitted			
		c	State wheel cut for submitted unit	43-46°		
	2	Any wiring or plumbing running up the side, or over the roof, of body shall be guarded or protected by some means from tree limbs, or other obstructions, that might contact the body. Any covers, guards or protective devices must be constructed in a way that allows for easy removal and/or replacement of wiring, hoses, or lines during repairs or diagnostic of electrical or hydraulic systems.		X		
	3	Safety pins or clips that hold prop or similar device in place shall be permanently secured or tethered to prevent accidental loss		X		
	4	All bearings and bushings must have a means to be fully and completely lubricated by operator using a standard hand grease gun. Vendor must design the means for grease to travel from zerk into the bearing or bushing and entirely cover all friction points. Grease passages must be designed in a way that prevents poor flow of grease or allows foreign material to clog grease passages.		X		
	5	CNG tanks will be mounted outboard on the truck frame with one on each side with a total DGE of approximately 70 gallons.		X		
		State gallons offered		64DGE		
	6	One slow fill nozzle on the front bumper and one slow fill and one fast fill on the right side of the truck.		X		

B	Warranty			Vendor Response Yes	No	Exception
	1	Minimum two (2) year on all parts, materials and labor		X		
		a	Specify the warranty that you will offer	**2 Years**		
	2	All hydraulic cylinders shall be four (4) years on parts and labor including seals		X		
		a	State the warranty that you will offer	**4 Years**		
	3	Minimum seven (7) years on hopper floor and sides on all parts and labor		X		
		a	Specify the warranty that you will offer	**7 Years**		
	4	Minimum five (5) years on structural integrity and design of body to include cracks and premature wear out of components of body and packing system.		X		
		a	Specify the warranty that you will offer	**5 Years**		

C	Body			Vendor Response Yes	No	Exception
	1	25 yard capacity exclusive of tailgate hopper		X		
		a	State Manufacturer	**McNeilus**		
		b	State Model	**Heavy Duty 3.5yd TG**		
		c	State wet weight of cab and chassis	**15,770**		
		d	State wet weight of refuse unit	**18,611**		
		e	State wet weight of entire unit without refuse load	**34,381**		
		f	State Wheelbase of unit	**188 inches**		
		g	State Length of completed unit	**375 inches**		
		h	State Width of completed unit	**96 inches**		
		i	State Height of completed unit	**141 inches**		
		j	State achievable payload capacity for unit offered	**25,000**		
		k	State achievable pounds per yard compaction	**1,000**		
	2	Body shall be designed for mounting on a COE chassis to allow accessibility to engine and all components		X		
	3	LED lighting package incorporating solid mounts is **required**.		X		
	4	Mid body turn signals (LED) are to be mounted on each side of the body. Solid mount to avoid lights being dislodged by contact with trees, brush, etc.		X		
	5	Center mounted LED brake light is **required**		X		
	6	Ecco model 210 electronic back up alarm to be installed		X		
	7	Structural integrity of the body shall allow high density loading – **minimum** of 1,000 pounds per cubic yard of normal refuse.		X		
	8	Body shall be constructed in such a fashion, and from materials, that will allow repeated packing cycles without distortion of body.		X		
	9	Body side door supplied. Access must meet ANSI Safety requirements. Door must be equipped with a reliable and positive latch.		X		
		a	Door to be equipped with a safety interlock to disable pump functioning when door is open.	X		
	10	State estimated maximum payload while maintaining legal weight limits as defined by the Arizona bridge formula.		**12,754**		

D	Tailgate			Vendor Response Yes	No	Exception
	1	Tailgate to be top hinged		X		
	2	Tailgate shall be raised by hydraulic cylinders for load ejection.		X		
		a	Tailgate cylinders to incorporate a restriction device to prevent rapid decent in the case of hydraulic failure	X		
	3	Tailgate seal shall be designed in such a fashion to allow vendor to guarantee no leakage will occur during normal operation.		X		
	4	Tailgate shall incorporate a heavy duty positive type latch.		X		
	5	Heavy duty tailgate service props provided.		X		

	6		Tailgate and latch shall be constructed in such a way that it will handle a hitch installation to provide for a 12,000 GVWR trailer to be pulled by this vehicle	X		
E	Hopper			Vendor Response		
				Yes	No	Exception
	1		Capacity 3.5 cubic yards – **minimum**	X		
		a	State hopper capacity	**3.5 yards**		
	2		Hopper opening height 50" – **minimum**	X		
		a	State opening height	**60 inches**		
	3		Hopper loading width 80" – **minimum**	X		
		a	State opening width	**80 inches**		
	4		Hopper able to accept a solid object of **not less than** 30" diameter	X		
		a	State maximum diameter of object	**60 inches**		
	5		The City will be using these vehicles for collection of uncontained refuse which may include tree stumps and other large bulky items. Hopper must be of Heavy Duty construction	X		
	6		Hopper floor, sides and loading area to be constructs of ¼" 150,000 PSI steel - **minimum**	X		
		a	Hopper floor, face and sides shall be overlayed with **minimum** 3/16" 150,000 PSI steel.	X		
		b	Liners shall be plug welded in place for convenience during replacement.	X		
F	Packer			Vendor Response		
				Yes	No	Exception
	1		Packing mechanism to consist of two primary structures – Carrier Panel and Packing Blade.	X		
	2		Carrier panel shall be mounted in the tailgate and guided by upper and lower slide shoes	X		
		a	Shoes shall provide both vertical and lateral load bearing	X		
		b	Shoes shall be able to rotate 180 degrees for extended service life	X		
		c	Carrier panel to be constructed from 3/16" 150,000 PSI steel in all areas having contact with refuse.	X		
		d	Packing blade hinge lugs shall be constructed using 2-1/2" minimum 150,000 PSI steel	X		
		e	Link arm type carrier panels will not be accepted.	N/A		
		f	Primary compaction to be accomplished with two double action hydraulic cylinders mounted inside of the hopper confines.	X		
	3		Packer blade shall be mounted to and pivot on the carrier panel hinge lugs with heat treated induction hardened steel pins and steel spherical bearings to maintain alignment.	X		
		a	Blade shall be constructed of 3/16" 150,000 PSI steel.	X		
		b	A 3/16" 150,000 PSI steel liner shall be plug welded to packer face.	X		
		c	Packer blade lower edge double supported to resist distortion during packing cycle of large bulk items.	X		
		d	Pre compaction accomplished by two double action large bore cushioned hydraulic cylinders located inside of hopper.	X		
	4		Each hopper full of material shall be compressed between the packing blade, carrier panel and ejector panel. The ejector panel will automatically advance forward as the body fills, in reaction to the packing forces and a pre-adjusted ejector unload valve. No operator attention shall be required to adjust the panel forward as the body fills	X		
	5		The packer mechanism shall be equipped with an automatic crowd pressure sensing device which will enable the packing mechanism to find a path through the load and will neither stall the mechanism or damage the structure.	X		
	6		Packer cycle control shall be mechanical, lever operated on the right hand side of tailgate.	X		
		a	Electric over hydraulic controls are permissible. If used, there must be a large, easily visible and accessible emergency "stop" button or device	X		

			provided			
		b	Capable of start, stop and reverse at any time throughout the cycle.	X		
		c	Both packer blade and the carrier panel shall have the ability to "hold" valve in either direction with a detent or other design so that the operator does not have to hold the control to complete the cycle. Control will automatically free up and move to neutral position at the end of the hydraulic cycle.	X		
		d	An auto pack function shall allow for first the sweep and then the packing function in sequential and automatic fashion.	X		
	7		Packer cycle time of 20 seconds or less preferred	X		
		a	State guaranteed packer cycle time	**20 seconds**		
	8		Operator reload time of 10 seconds or less preferred	X		
		a	State guaranteed packer reload time	**10 seconds**		
G	Load Discharge			Vendor Response		
				Yes	No	Exception
	1		Load discharge shall be by means of a positive ejections system.	X		
		a	Double acting, telescopic, hydraulic cylinder shall extend and retract the ejector panel the full length of the body.	X		
	2		Ejector panel shall be constructed from **minimum** 11 gauge hi-tensile strength steel on all surfaces	X		
		a	Panels construction shall include reinforcement to withstand repeated packing and ejection forces without distortion to the ejector panel	X		
	3		Ejector panel shall travel the length of the body on a **minimum** of 4 replaceable wear shoes	X		
		a	State material for shoes	**Quick Change UHMW Polyethylene Shoes**		
		b	Wear shoes must be replaceable without removal of the ejector panel.	X		
H	Hydraulics			Vendor Response		
				Yes	No	Exception
	1		It is preferred that the system operate at 2,500 psi or less	X		
		a	State system operating pressure	2450		
	2		Will your system use a front mount or transmission mount PTO setup – **Transmission – Front available as option**			
		a	If front mount is utilized, a means must be provided to protect front of engine mounted hydraulic pump and all associated lines.	X		
		b	State distance the front mount pump will extend forward of bumper or extend the bumper.	**3.5 inches if front were used**		
	3		Design and capacity of the hydraulic system must be adequate to maintain desired pressures and operating capabilities in ambient temperatures of up to 120 degrees Fahrenheit	X		
	4		Hydraulic reservoir shall be properly baffled	X		
		a	State capacity of reservoir	**50 Gallons**		
		b	Tank shall be pressurized to prevent cavitation unless it is mounted more than 20" above the pump inlet.	X		
		c	Tank shall be complete with screened fill port, magnetic drain plug, shut off vale, oil level sight gauge and temperature gauge	X		
	5		It is preferred that the hydraulic system shall be designed in a way to provide pressure and flow from the system pump(s) only when needed. This design shall utilize idle or very near idle engine RPM for functions		X	**Pack at idle is listed on option page**
		a	If load sensing system is used is it a proven design guaranteed to operate system in the same fashion as a convention pump setup		X	
		b	System shall contain a valve that assures a positive shutdown of the pump in case of system failure resulting in large amounts of fluid loss. In the event of a hose rupture or other catastrophic loss of fluid, the shutdown valve shall stop all functions and prevent any additional fluid loss. Valve(s) shall be mounted directly to outlet of pump(s) for maximum reduction of fluid loss	X		
	6		All high pressure hydraulic hoses will be double braided wire construction built to withstand a pressure equal to 2 times the maximum pump output	X		

		a	Hoses shall conform to SAE standards for designed pressure.	X		
		b	Bends shall not be more than recommended by SAE standards	X		
		c	Flat spots in hoses or lines will not be acceptable	X		
		d	Pressure hoses shall be protected with fabric guard	X		
	7		All hydraulic pressure hose fitting **must be** SAE 37 degree, JIC style male ridged and female swivel or flat face o-ring style with male rigid and female swivel	X		
	8		In line high pressure filter assembly mounted for easy access.	X		
		a	There shall be an electronic bypass monitor with permanently labeled warning light inside the cab visible to the operator	X		
		b	Spin on filter preferred	X		
	9		Tank shall be equipped with a sight level gauge for checking of fluid level that is easily visible and protected from damage	X		
		a	Tank shall include a ¼ turn ball valve on the suction line fitting to allow removal of tank without draining fluid	X		
	10		If hydraulic tank is a front mount design requiring the operator to access the top of the truck to check fluid levels, a ladder shall be provided in a convenient location to access the tank	N/A		
		a	Self-cleaning steps constructed of grip strut metal are required Non-slip tape is not acceptable.	N/A		
		b	Ladder must be designed to allow thee point contact without stepping on fuel tank, battery box or any other item mounted to frame not specifically designed to safely support operators weight	N/A		
		c	Ladder shall be designed in a way that provides a minimum of 5" of operator shoe to protrude through the ladder or have a 4" wide step surface with 1" of shoe protrusion	N/A		
	11		All multi spool control valves **shall be** of sectional design such that servicing would not require replacement of the entire valve	X		
	12		Pressure tap points with quick connect adapters shall be provided at all necessary points to allow complete system testing	X		
	13		Hydraulic packing cylinders must be of the internal cushion design to minimize hydraulic shock.	X		
		a	Cylinder design shall decrease the speed of the cylinder at least the last ½" of cylinder stroke in both direction of travel	X		
		b	Rods of packer cylinders **must be** induction hardened to a surface hardness of 55-65 Rockwell C scale.	X		
		c	Rods of all cylinders shall be chrome plated	X		
		d	All cylinders must be of a brand and design which can be repaired or rebuilt locally	X		
		e	State brand of cylinders on unit offered	**Rosenboom**		
I	Controls			Vendor Response		
				Yes	No	Exception
	1		Ejector panel and tailgate raise controls are to be mounted outside the body on front left had side	X		
		a	Throttle advance switch shall be mounted within easy reach of the control	X		
		b	System shall automatically raise the engine RPM to the proper speed during the packing cycle	X		
	2		PTO switch to be mounted inside the cab.	X		
J	Painting			Vendor Response		
				Yes	No	Exception
	1		Complete unit shall be cleaned of all dirt & grease, all weld slag removed & then sand blasted	X		
	2		Finish shall be Nutmeg to match cab color	X		
	3		City prefers powder coat finish with a minimum 4 mil thickness		X	
		a	Specify the type of finish will you provide?	**Akzo Coating High Solids Acrylic Urethane**		
K	Manuals			Vendor Response		
				Yes	No	Exception

	1	The preferred medium for manuals is a web based platform. Vendors shall provide (at no cost to the City) access to all online manuals, including updates, for the lifecycle of the unit, or ten years, whichever comes first.	X		
	2	If online manuals are not yet available, digital versions can be substituted, however, they must be in PDF format. Pdf manuals must be searchable by item/topic.	X		
		a Must be capable of being installed on a shared drive for access at multiple locations without using the CD, or provide the ability to copy the manuals for use at multiple locations.	X		
	3	Service Manuals – to include comprehensive hydraulic and wiring schematics	X		
		a Body	X		
		b Hydraulics	X		
	4	Parts Manuals			
		a Body	X		
		b Hydraulics	X		
	5	Operators manual – two (2) – to be supplied with each unit	X		
L	Training		Vendor Response		
			Yes	No	Exception
	1	On site factory authorized operator training for each vehicle delivered. Operator training shall be scheduled at the convenience of the City of Tempe personnel	X		
	2	Vendor familiarity training for maintenance and repair of the vehicle. Training must occur within 2 weeks of request by the City.	X		

Scorpion

Specifications – Side Loader

Return this Section with your Response

Desired minimum specification for side load refuse vehicles. Any exceptions to the desired specifications must be explained. Any omission from these specifications shall not relieve the contractor from the responsibility of furnishing a vehicle complete with all necessary components, accessories, controls, technical advice and supervision for efficient operation.

All specifications are preferred unless noted otherwise. If your product does not at least meet the indicated minimum specifications, or you are offering an equivalent brand, you must indicate "No" and provide details about your offering in the exception column. The decision to accept or reject the vendor offered substitution is at the sole discretion of the City of Tempe.

The City will be the sole determiner of acceptability of 'approved equals'.

Specification Multiplier

Item marked with ■ are required – if not included, offer may be considered non-responsive
Items marked with ■ will be scored with a multiplier of 5
Items marked with ■ will be scored with a multiplier of 3
Unmarked items will have no multiplier

Unit Cycle Times

Units with cycle times that are better than requested will receive higher scores than those just meeting standards as stated.

A	Side Load Specific Specifications			Vendor Response Yes	No	Exception
	1	Due to space limitations on Tempe routes a smaller wall to wall and curb to curb turning diameters are required. Vendor is to specify the turning diameter of the completed unit as requested below. Smaller turning diameters will score higher during the evaluation process		YES ✓		
		a	State wall to wall turning diameter for unit submitted	CHASSIS Single drive + Tag 66'		
		b	State curb to curb turning diameter for unit submitted	CHASSIS 210" base spec.		
		c	State wheel cut for submitted unit	CHASSIS 43° 46°		
	2	Chassis is to be **right hand drive.** All controls within easy reach of driver while seated.		YES		
		a	Dual steering is not acceptable	NA		
		b	Operating controls for right hand drive shall include, but not limited to, ignition switch, horn (electric), brake release, accelerator pedal, dual extended brake pedal, light switch, turn signal/hazard switch, windshield wiper switch, heating and AC controls, transmission gear selector.	✓		CHASSIS
		c	Right hand driving position be equipped with air horn	✓		CHASSIS
	3	Instruments for right hand drivers position – Fuel, voltmeter, oil pressure, air pressure, water temperature, transmission temperature, tachometer, & speedometer		✓		CHASSIS
	4	Unit shall be supplied with a rear view monitor system. Safety Vision SV-CLCD-65, or approved equal, with 7" flat screen monitor in cab, camera mounted on the tailgate, illumination provided by two flood lights facing rearward – wired to illuminate when transmission is put in reverse.		YES		
		a	Picture of rear camera image shall include a "grid" to show the approximate distances to objects in close proximity to vehicle	YES		
		b	State Manufacturer and Model Offered	3RD EYE – 5 YEAR WARRANTY		
		c	A second camera shall be provided and wired into the same monitor that	YES		

			captures cans being dumped into the hopper as well as the hopper.			
		d	Camera shall be armored in a way that prevents damage to the camera from refuse, tree limbs, or other obstructions.	YES		
		e	YES			
	5	Work light shall be provided to illuminate the hopper area		YES		
		a	YES			
	6	Lift arm light shall be provided – Truck Lite LED model 8136 or equal		YES		
		a	YES			
		b	YES			
	7	Cover shall be installed over the transmission to prevent debris from accumulating on top of transmission. The cover must be designed for easy removal and able to support the weight of an operator.		YES		
	8	Shall have an under ride bumper that meets all federal, state and local requirements		YES		
	9	Any wiring or plumbing running up the side, or over the roof, of body shall be guarded or protected by some means from tree limbs, or other obstructions, that might contact the body. Any covers, guards or protective devices must be constructed in a way that allows for easy removal and/or replacement of wiring, hoses, or lines during repairs or diagnostic of electrical or hydraulic systems.		YES		
	10	Safety pins or clips that hold prop or similar device in place shall be permanently secured or tethered to prevent accidental loss		YES		
	11	All bearings and bushings must have a means to be fully and completely lubricated by operator using a standard hand grease gun. Vendor must design the means for grease to travel from zerk into the bearing or bushing and entirely cover all friction points. Grease passages must be designed in a way that prevents poor flow of grease or allows foreign material to clog grease passages.		YES		
	12	3,600 PSI CNG tanks will be roof mounted on the refuse body with a protective shield to guard the tanks from damage from alley operations. Guards will be easily removed for service work. A total DGE of approximately 70 gallons.		YES		
		State gallons offered	75 DGE			
	13	One slow fill nozzle on the front bumper and one slow fill and one fast fill on the right side of the truck.		YES		
	14	Body height of CNG unit will be low profile body design that does not increase the height of the truck beyond a diesel truck.		YES		
		State total transport height of completed unit mounted on chassis.	12' – 6"			

B	Warranty			Vendor Response		
				Yes	No	Exception
	1	Minimum two (2) year on all parts, materials and labor		YES		
		a	Specify the warranty that you will offer	TWO YEAR		
	2	All hydraulic cylinders shall be four (4) years on parts and labor including seals		YES		
		a	State the warranty that you will offer	FOUR YEAR		
	3	Minimum seven (7) years on hopper floor and sides on all parts and labor		YES		
		a	Specify the warranty that you will offer	SEVEN YEAR		
	4	Minimum five (5) years on structural integrity and design of body to include cracks and premature wear out of components of body and packing system.		YES		
		a	Specify the warranty that you will offer	FIVE YEAR		

C	Body			Vendor Response		
				Yes	No	Exception
	1	27 yard capacity exclusive of hopper		YES		
		a	State Manufacturer	DaDee Manufacturing		
		b	State Model	SCORPION ASL 27		
		c	State wet weight of Cab & Chassis	CHASSIS		
		d	State wet weight of Refuse Unit	17,300 (DEDUCT LINERS 1,000 LBS.)		
		e	State wet weight of entire unit without refuse load	CHASSIS + BODY 17,300 LBS 16,000 = 33,300 # approx.		

		f	State Wheelbase of unit	MINIMUM 171" C.T. USABLE		
		g	State Length of completed unit	CHASSIS (BODY LENGTH IS 278")		
		h	State Width of completed unit	101.8"		
		i	State Height of completed unit	12.6"		
		j	State achievable payload capacity for unit offered	18,000		
		k	State achievable pounds per yard compaction	650 LB Per CU YD LEGAL		
	2		Body shall be designed for mounting on a COE chassis to allow accessibility to engine and all components	YES		
	3		LED lighting package with solid mounts **required.**	YES		
	4		Mid body turn signals (LED) are to be mounted on each side of the body. Solid mount to avoid lights being dislodged by contract with trees, brush, etc.	YES		
	5		Center mounted LED brake light is **required**	YES		
	6		Ecco model 210 electronic back up alarm to be installed	YES		
	7		All exterior seams and abutments continuously welded for strength and neatness of appearance.	YES		
	8		Structural integrity of the body shall allow high density loading – **minimum** of 700 pounds per cubic yard of normal refuse.	YES		
	9		Body shall be constructed in such a fashion, and from materials, that will allow repeated packing cycles without distortion of body.	YES		
	10		Accessibility of large adult, 6'2" – 220 lbs, must be provided in area of refuse box behind the packer.	YES		
		a	Ladder shall be provided on street side at the forward end of hopper	YES		
		b	Self-cleaning steps constructed of grip strut metal are required Non-slip tape is not acceptable.	YES		
		c	Ladder must be designed to allow thee point contact without stepping on fuel tank, battery box or any other item mounted to frame not specifically designed to safely support operators weight	YES		
		d	Ladder shall be designed in a way that provides a minimum of 5" of operator shoe to protrude through the ladder or have a 4" wide step surface with 1" of shoe protrusion	YES		
	11		State estimated maximum payload while maintaining legal weight limits as defined by the Arizona bridge formula.	CHASSIS DEPENDENT (UNIT AVERAGE 17,000)		

D	Body Materials			Vendor Response		
				Yes	No	Exception
	1		Sides shall be fabricated from minimum 10-gauge Hi tensile steel with continuously welded bracing to eliminate water pockets	YES		
	2		Roof shall be fabricated from minimum 12-gauge Hi tensile steel	YES		
		a	Connection to body sides shall be with integral full-length roof rails to contain and dissipate the high-density side loading forces equally throughout the body structure	YES		
	3		Floor shall be fabricated from minimum 7-gauge sheet steel with 1/4" AR 400 or HARDOX equivalent overlay	YES		¼" AR400 FLOOR NO OVERLAY
		a	Long members of ¼" structural steel interlaced construction affording maximum floor support	YES		10" STRUCTURAL CHANNEL
	4		All body panels shall be braced with 2" x 6" steel channel	YES		
	5		Flat floor with radiused corners at sidewalls	YES		
	6		Hopper walls to be ¼" AR400 or Hardox	YES		

E	Tailgate			Vendor Response		
				Yes	No	Exception
	1		Tailgate to be top hinged – one piece	YES		
	2		Tailgate shall be raised by hydraulic cylinders for load ejection.	YES		
		a	Tailgate cylinders to incorporate a restriction device to prevent rapid decent in the case of hydraulic failure	YES		
	3		Tailgate movement and latching controlled from inside of cab.	YES		

	4	Tailgate controls shall be guarded to prevent accidental activation during travel or loading	YES		
	5	Tailgate seal shall be designed in such a fashion to allow vendor to guarantee no leakage will occur during normal operation.	YES		
	6	It is preferred that the tailgate incorporate a heavy duty positive type hydraulic latch operated from inside the cab	YES		
	a	System shall include a visual and audible warning to notify operator if latch is not fully closed	YES		
	7	Tailgate constructed of **minimum** 10 gauge steel and sufficiently reinforced to withstand repeated packing	YES		
	8	Hinge mounts reinforced where attached to body.	YES		
	9	Heavy duty tailgate service props provided.	YES		
F	Hopper		Vendor Response		
			Yes	No	Exception
	1	Hopper opening in body to be sufficient size to allow dumping of 90 thru 300 gallon containers.	YES		
	2	Hydraulically actuated top door/cover for hopper area to be included	YES		PACKER BLADE
	3	Hopper loading width 80" - **minimum**	YES		
	4	The floor area to be **minimum** ½" ASTM-A36 steel with balance of the floor area to be equivalent to 7 gauge using 150,000 PSI yield steel.	YES		¼" AR400
	a	Hopper floor area shall be overlayed with **minimum** 3/16" 100,000 PSI steel.	YES		¼" AR400
	b	Liners shall be plug welded in place for convenience during replacement.	YES		
G	Packer		Vendor Response		
			Yes	No	Exception
	1	Paddle style packer system preferred.	YES		
	a	State design of packing system offered — SWEEP BLADE & SLIDE			
	2	Packer plate shall be constructed out of ¼" AR400 or Hardox material. There shall be no distortion or bending occurring during repeated cycles of maximum packing pressures.	YES		3/8" AR400
	3	Packer plated shall be designed for continuous operation and refuse dumping in any position.	YES		
	4	Packing sweep cycle shall displace an approximately volume of three (3) cubic yards at idle in a **maximum** of nine (9) seconds at 750 RPMs is preferred	YES		
	a	State guaranteed packer cycle time — 8 SECONDS SWEEP DN/SLIDE BACK			
	b	State achievable compaction ratio in pounds per yard in operation for Tempe's climatic conditions. — 750 LBS PER CU YD			
	5	All packing system grease points must be designed in a way that allows greasing all points while standing on the ground next to the unit.	YES		
	a	Any grease plumbing shall be out of the trash containment area and also be protected from any damage	YES		
	6	Packing system shall have the ability to pack in a continuous and automatic fashion	YES		
	a	System shall have the ability to continuously move through its packing cycle while the vehicle is in motion	YES		
	b	Operator shall also have the ability to manually move the packer into any position utilizing the existing control panel	YES		
	7	Capable of collecting and dumping 1,200 to 1,500 refuse cans per 10 hour work day up to 5 days per week	YES		
	a	All manufacturers are to explain how the body they offer will accomplish and meet this specification — EXISTING UNITS IN CITY FLEET WORKING NOW FOR 5 YEARS			
H	Load Discharge		Vendor Response		
			Yes	No	Exception
	1	Dumping shall allow for complete emptying of the refuse body without the operator having to pull or clean remaining refuse from body.	YES		

I	Hydraulics			Vendor Response		
				Yes	No	Exception
	1	It is preferred that the system operate at 2,500 psi or less		YES		2400 PSI ARM
		a	State system operating pressure	2400 PSI ARM, 2700 PSI RELIEF ON PACKER		
	2	Will your system use a front mount or transmission mount PTO setup		YES		PTO
		a	If front mount is utilized, a means must be provided to protect front of engine mounted hydraulic pump and all associated lines.	NA		
		b	State the distance the front mount pump will extend forward of bumper or extend the bumper.	NA		
	3	Design and capacity of the hydraulic system must be adequate to maintain desired pressures and operating capabilities in ambient temperatures of up to 120 degrees Fahrenheit		YES		
	4	Hydraulic reservoir shall be properly baffled		YES		
		a	State capacity of reservoir	50 GAL		
		b	Tank shall be pressurized to prevent cavitation unless it is mounted more than 20" above the pump inlet.	YES		MOUNTED ABOVE PUMP
		c	Tank shall be complete with screened fill port, magnetic drain plug, shut off vale, oil level sight gauge and temperature gauge			
	5	It is preferred that the hydraulic system shall be designed in a way to provide pressure and flow from the system pump(s) only when needed. This design shall utilize idle or very near idle engine RPM for functions		YES		
		a	If load sensing system is used is it a proven design guaranteed to operate system in the same fashion as a convention pump setup	N/A		
		b	System shall contain a valve that assures a positive shutdown of the pump in case of system failure resulting in large amounts of fluid loss. In the event of a hose rupture or other catastrophic loss of fluid, the shutdown valve shall stop all functions and prevent any additional fluid loss. Valve(s) shall be mounted directly to outlet of pump(s) for maximum reduction of fluid loss			SHUT OFF VALVE LOCATED AT TANK. CLUTCH PACK PTO AND OIL LEVEL SENSOR TO DISINGAGE PUMP
	6	All hydraulic tubes shall be securely clamped to prevent vibration, abrasion and excessive noise.		YES		
		a	Tubes running the length of the body roof shall be protected from tree limbs.	YES		
		b	Exposed hoses or tubes running over the body structure will not be accepted.	YES		
	7	All high pressure hydraulic hoses will be double braided wire construction built to withstand a pressure equal to 2 times the maximum pump output		YES		
		a	Hoses shall conform to SAE standards for designed pressure.	YES		
		b	Bends shall not be more than recommended by SAE standards	YES		
		c	Flat spots in hoses or lines will not be acceptable	YES		
		d	Pressure hoses shall be protected with fabric guard	YES		
	8	All hydraulic pressure hose fitting **must be** SAE 37 degree, JIC style male ridged and female swivel or flat face o-ring style with male rigid and female swivel		YES		
	9	In line high pressure filter assembly mounted for easy access.		YES		
		a	There shall be an electronic bypass monitor with permanently labeled warning light inside the cab visible to the operator	YES		
		b	Spin on filter preferred	YES		
		c	Tank shall be equipped with a sight level gauge for checking of fluid level that is easily visible and protected from damage	YES		
		d	Tank shall include a ¼ turn ball valve on the suction line fitting to allow removal of tank without draining fluid	YES		
	10	All multi spool control valves shall be of sectional design such that servicing would not require replacement of the entire valve		YES		
	11	Pressure tap points with quick connect adapters shall be provided at all necessary points to allow complete system testing		YES		

	12		Hydraulic packing cylinders must be of the internal cushion design to minimize hydraulic shock.	YES		ELECTRONIC CUSHIONING
		a	Cylinder design shall decrease the speed of the cylinder at least the last ½" of cylinder stroke in both direction of travel	YES		
		b	Rods of packer cylinders **must be** induction hardened to a surface hardness of 55-65 Rockwell C scale.	YES		
		c	Rods of all cylinders shall be chrome plated	YES		
		d	All cylinders must be of a brand and design which can be repaired or rebuilt locally	YES		
		e	State brand of cylinder on unit offered	PARKER		
	13		Hydraulic system and controls shall have on board diagnostic capabilities from information screen in the cab	YES		
		a	Information screen shall provide real time information as well as allow for user programming, system diagnostic and customization of functions	YES		
		b	On board customization shall have security levels of permissions so that the City can control the level of permissions for operators and technicians	YES		
J	**Lifting Device**			**Vendor Response**		
				Yes	**No**	**Exception**
	1		It is preferred that the device shall, in continuous duty operation, be capable of extending arms, grasping, raising, dumping and returning container to the full down position in a **maximum** cycle time of six (6) seconds at 750 RPM in gear.		NO	"NO EXTENSION" ARM OUT TIME
		a	State guaranteed lifting device cycle time	7.54 SECONDS WITH NO EXTEND-RETRACT		
	2		The device shall, in continuous operation, be capable of lifting up to a 300 gallon plastic container weighing 1,800 pounds at any extension of the arm, in ambient temperatures of 120 degrees Fahrenheit, with feathering capability.	YES		
	3		Arms are to be designed to pickup 90 and 300 gallon containers.	YES		
		a	There shall be no need for the operator to make any modifications or adjustments to alternate between different size cans	YES		
	4		Arm shall be designed to operate off the right side of the vehicle.	YES		
	5		The lift shall have a **minimum** reach capability of 84" – reach from the side of the body to the center line of a 90 gallon container	YES		
		a	State reach of unit proposed	84"		
	6		Total mounting height must not exceed fourteen (14) feet.	YES		
		a	State height of arc when dumping a 300 gallon container	13' – 4"		
	7		Unit is to be equipped with and electronic can counter. Counter shall be incorporated into the grip cycle – each time a can is gripped it is counted. Counter shall have an LCD display dash mounted to display the number of cans dumped.	YES		
		a	Can counter must be accurate without errors caused by shaking of the can during lift arm cycle	YES		
	8		Lift mechanism must deliver container to hopper – units with kick out will **not** be accepted	YES		
		a	Does your unit design incorporate a kick out design	YES		MIN 8"
	9		Driver must have a means to observe the entire operation from drivers seat.	YES		
		a	How will you achieve this requirement?	CAMERAS AND MIRRORS		
	10		Grip arm surfaces shall have a minimum of 270 degrees contact with the container circumference.	YES		
		a	Grip arm surfaces shall have vulcanized rubber-like material where they contact the can.	YES		
	11		Grip arm controls			
		a	Controls shall have an operator initiated "shake" function to allow operator to simulate a quick back and forth motion of the refuse can at the hopper to help loosen stuck debris in the refuse can.	YES		
		i	"Shake" feature shall move the can back and forth a minimum of 2	YES		

				times.			
			ii	Custom programming of the length, speed and quantity of can shaking is preferred	YES		
		b		Electric over hydraulic controls with proportional control or feathering capabilities are **required**	YES		
		c		Must be able to utilize both rocker switches and joystick controls	YES		
		d		Controls shall be provided to both manual arm functions and for automatically performed sequences of multiple arm motions. Control system shall include a coordinator to control multiple arm motion sequences.	YES		
		e		Joystick to be mounted on the left side of driver and ergonomically correct	YES		
			i	Joystick to be wired to perform the following: forward – un-dump; curbside direction – arm out; street side direction – arm in; rear – dump; trigger up – arm grip; trigger down – arm release	YES		
		f		Rocker switches shall be mounted on the right side of driver and ergonomically correct	YES		
			i	"Soft touch" rocker switches shall be at least 1/2" wide, momentarily-on type with spring-loaded to automatically return to the off position when not depressed	YES		
			ii	Rocker switches to provide speed sensitive or feathering control	YES		
			iii	CAN bus system with minimal wiring preferred that provides variable and proportional hydraulic speeds based on the operators variance of force applied to switches	YES		
	12			Lift arm shall not extend beyond the width of the body in the retracted position and have a minimum road clearance of 18"	YES		
	13			Lift arm shall have a safety system/device to prevent movement of arm outward when engine RPM is above idle as well as prevent accidental or inadvertent extension of arm while traveling.	YES		
		a		Inward movement of arm above idle is preferred so that operator can bring in arm while vehicle is in motion	YES		
		b		There shall also be visual and audible safety indicators to notify driver of an extended arm when engine RPM is above idle	YES		

K	Painting			Vendor Response		
				Yes	No	Exception
	1		Complete unit shall be cleaned of all dirt & grease, all weld slag removed & then sand blasted	YES		
	2		Finish shall be Nutmeg to match cab color	YES		
	3		City prefers powder coat finish with a minimum 4 mil thickness	YES		
		a	Specify the type of finish will you provide?	POWDER COAT		

L	Manuals			Vendor Response		
				Yes	No	Exception
	1		The preferred medium for manuals is a web based platform. Vendors shall provide (at no cost to the City) access to all online manuals, including updates, for the lifecycle of the unit, or ten years, whichever comes first.	YES		
	2		If online manuals are not yet available, digital versions can be substituted; however, they must be in PDF format. Pdf manuals must be searchable by item/topic.	YES		
		a	Must be capable of being installed on a shared drive for access at multiple locations without using the CD, or provide the ability to copy the manuals for use at multiple locations.	YES		
	3		Service Manuals – to include comprehensive hydraulic and wiring schematics	YES		
		a	Body	YES		
		b	Hydraulics	YES		
	4		Parts Manuals			
		a	Body	YES		

		b	Hydraulics	YES		
	5	Operators manual – two (2) – to be supplied with each unit		YES		
M	Training			Vendor Response		
				Yes	No	Exception
	1	On site factory authorized operator training for each vehicle delivered. Operator training shall be scheduled at the convenience of the City of Tempe personnel		YES		
	2	Vendor familiarity training for maintenance and repair of the vehicle. Training must occur within 2 weeks of request by the City.		YES		

Price Sheet – Front Load

Return this Section with your Response

Quantities listed on the price sheet are for City of Tempe projected purchases for the initial four years of the contact but does not obligate the City to order or accept more than actual needs and availability of appropriated funds permit. The contract(s) will be evaluated on an annual basis for compliance with bid specifications and performance to determine if available contract extensions will be utilized.

Upgrades must be net and include any reduction related to the cost of the base unit as specified

Pricing must be inclusive of all costs including. The City will not pay fuel surcharges or any cost beyond those stated below.

Description		Unit Cost		
Front load refuse vehicle Peterbilt 320, McNeilus Frontload		$ 293,994.00		
Options		**Cost**		
1	TruTrack steering geometry correction kit to be installed	$ NA		
2	Upgrade to disk brakes	$ 1,753.00		
3	Exterior engine hour meter readable from ground level, engine oil pressure activated	$ 400.00		
4	Bolt on shovel holder – with shovel provided. Holder shall be made in such a way that allows easy mounting and dismounting of shovel without the use of tools and securely holds the shovel while vehicle is being driven up to and including highway speeds	$ 150		
5	Spare wheel and mounted tire for front axle	$ no bid		
6	Spare wheel and mounted tire for rear axle	$ no bid		
7	Deduct – Change to Diesel Engine Cummins ISL (345hp)	$ – 37,815.00		
8	Deduct – Remove integral retarder	$ – 4,896.00		
9	Deduct – Change to conventional real axle setup with **no** liftable tag	$ see item 28		
10	Cab and Chassis diagnostic software, cables, adaptors and any required updates during the life of the vehicle or 10 years whichever occurs first **must** be supplied. Indicate software to be included below – indicate if included or needed in column to right	$		
		Yes	No	Not Required
	a. Engine diagnostic software and cables		✓	
	b. Transmission diagnostic software and cables		✓	
	c. Anti-Lock brake diagnostic software and cables		✓	
	d. Chassis diagnostic software and cables		✓	
	e. Regenerative exhaust system diagnostic software and cables		✓	
	f. Other diagnostic software and cable to be supplied – list below:			
11	Body diagnostic software, cables, adaptors and any required updates during the life of the vehicle or 10 years whichever occurs first **must** be supplied. Indicate software to be included below – indicate Yes or No in column to right:	$		
		Yes	No	**Not Required**
	a. Refuse body diagnostic software			X
	b. Other diagnostic software – list below			
12	Service Technician Training - per person Factory authorized maintenance and repair training for engine. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expenses (if out of the Phoenix area)	$ 1,750.00		
13	Service Technician Training – per person Factory authorized maintenance and repair training for transmission. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expenses (if out of the Phoenix area)	$ no bid		
14	Service Technician Training – per person Factory authorized maintenance and repair training for Chassis unit. The cost	$ no bid		

	of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expenses (if out of the Phoenix area)	
15	Service Technician Training – per person Factory authorized maintenance and repair training for refuse unit. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expenses (if out of the Phoenix area)	$ $ Included
16	Roadway Displays Inc message board frame, two (2) per truck (2-1/4" x 95-1/2" x 31-1/2" to include frame and installation	$ 915
17	Twenty (20) lb dry chemical ABC rated fire extinguisher with bracket mounted on body	$ 534
18	Grote #64123 LED amber lights – quantity of two, mounted on rear of truck wired to alternately flash with in cab control switch	$ 550
19	Amber strobe light (LED) – quantity of one (1) mid mounted tail gate with in cab control switch	$ 325
20	Cone Holder	$ 150
21	Zonar GPS/Pretrip system – Hardware and complete installation only	$ 550
22	Air operated cab jack with hydraulic override if air system is not working.	$ 95,00
23	Full air suspension on conventional tandem	$ 2,780,00
24	Vulcan scale system with Haulmax suspension 6x4 configuration	$ 2323
25	Vulcan scale system with Air Suspension 6x4 configuration	$ 2029
26	Vulcan scale system with Meritor FUELite 6x2 configuration	$ 2029
27	Super single tires on tandem axle	$ – 1,613,00
28	Optional 43 CY body with steerable tag axle	$ 9,863,00
	State estimated maximum payload while maintaining legal weight limits as defined by the Arizona bridge formula for 43 CY body.	17,242
Other supplier recommended options (including extended warranties) – add pages if needed.		
	Vulcan 6 – Cell Body Scale	$ 11,263
	Vulcan Fork Scale Weigh in Motion	$ 10,886
	9" Camera Monitor Upgrade	$ 1,000
	3 Year CNG Warranty (2 Year included)	$ 1591
	Chelsea 890 PTO with Fuel Saving Vane Pump	$ 2,185
	Hendrickson Composolite 13k Steerable Tag Axle – McNeilus Installed	$ 8,424
	64 DGE Frame Rail Mounted CNG System	$ 2,000
	Steel Toolbox	$ 517

8,380 +25,00

* Applicable Tax ____ %

*** State correct jurisdiction to receive sales tax on the <u>Vendor's Offer</u>, Form 201-B (RFP) included in this Request for Proposal.**

Less prompt payments discount terms of ___% ___days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

<u>Ordering and Invoice Instructions</u>

In order to facilitate internal control and accounting, each City Department will order and <u>must be invoiced separately</u>. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three (3) and six (6) ordering departments. At the time an order is

Price Sheet – Rear Load

Return this Section with your Response

Quantities listed on the price sheet are for City of Tempe projected purchases for the initial four years of the contact but does not obligate the City to order or accept more than actual needs and availability of appropriated funds permit. The contract(s) will be evaluated on an annual basis for compliance with bid specifications and performance to determine if available contract extensions will be utilized.

Upgrades must be net and include any reduction related to the cost of the base unit as specified

Pricing must be inclusive of all costs including. The City will not pay fuel surcharges or any cost beyond those stated below.

Description		Unit Cost
Rear load refuse vehicle Peterbilt 320, McNeilus		$ 272,851.00
Options		**Cost**
1	TruTrack steering geometry correction kit to be installed	$ NA
2	Upgrade to disk brakes	$ 1,753.00
3	Exterior engine hour meter readable from ground level, engine oil pressure activated	$ 400.00
4	Heavy duty pintle hitch – mounted so that the contact point with the pintle eye will be 29" off the ground	$ 3443
5	Trailer brake controller to be installed within easy reach of driver. Trailer connector to be provided. Standard 7-way RV style wired to be compatible with Tempe vehicles	**included w/ Hitch**
6	Bolt on shovel holder – with shovel provided. Holder shall be made in such a way that allows easy mounting and dismounting of shovel without the use of tools and securely holds the shovel while vehicle is being driven up to and including highway speeds	$ 150
7	Bolt on rake holder – with rake provided. Holder shall be made in such a way that allows easy mounting and dismounting of shovel without the use of tools and securely holds the shovel while vehicle is being driven up to and including highway speeds	$ 150
8	Spare wheel and mounted tire for front axle	$ no bid
9	Spare wheel and mounted tire for rear axle	$ no bid
10	Deduct – Change to Diesel Engine Cummins ISL (345hp)	$ – 34,815.00
11	Deduct – Remove transmission integral retarder	$ – 4,896.00
12	Meritor FUELite Tandem axle in a 6x2 configuration in lieu of conventional tandem	$ NA
13	Cab and Chassis diagnostic software, cables, adaptors and any required updates during the life of the vehicle or 10 years whichever occurs first **must** be supplied. Indicate software to be included below – indicate if included or needed in column to right	$ Yes / No ✓ / Not Required
	a. Engine diagnostic software and cables	No ✓
	b. Transmission diagnostic software and cables	No ✓
	c. Anti-Lock brake diagnostic software and cables	No ✓
	d. Chassis diagnostic software and cables	No ✓
	e. Regenerative exhaust system diagnostic software and cables	No ✓
	f. Other diagnostic software and cable to be supplied – list below:	
14	Body diagnostic software, cables, adaptors and any required updates during the life of the vehicle or 10 years whichever occurs first **must** be supplied. Indicate software to be included below – indicate Yes or No in column to right:	$ Yes / No / **Not Required** X
	a. Refuse body diagnostic software	
	b. Other diagnostic software – list below	
15	Service Technician Training - per person Factory authorized maintenance and repair training for engine. The cost of	

	training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expenses (if out of the Phoenix area)	$ 1,750.00
16	Service Technician Training – per person Factory authorized maintenance and repair training for transmission. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expenses (if out of the Phoenix area)	$ no bid
17	Service Technician Training – per person Factory authorized maintenance and repair training for Chassis unit. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expenses (if out of the Phoenix area)	$ no bid
18	Service Technician Training – per person Factory authorized maintenance and repair training for refuse unit. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expenses (if out of the Phoenix area)	$ **$ Included**
19	Roadway Displays Inc message board frame, two (2) per truck (2-1/4" x 95-1/2" x 31-1/2" to include frame and installation	**$ 915**
20	Twenty (20) lb dry chemical ABC rated fire extinguisher with bracket mounted on body	**$ 534**
21	Grote #64123 LED amber lights – quantity of two, mounted on rear of truck wired to alternately flash with in cab control switch	**$ 550**
22	Amber strobe light (LED) – quantity of one (1) mid mounted tail gate with in cab control switch	**$ 325**
23	Cone Holder	**$ 150**
24	Zonar GPS/Pretrip system – Hardware and complete installation only	**$ 550**
25	Air operated cab jack with hydraulic override if air system is not working.	$ 95.00
26	Full air suspension on conventional tandem	$ 2,780.00
27	Vulcan scale system with Haulmax suspension 6x4 configuration	**$ 2323**
28	Vulcan scale system with Air Suspension 6x4 configuration	**$ 2029**
29	Vulcan scale system with Meritor FUELite 6x2 configuration	$ NA
30	Super single tires on tandem axle	$ -1,613.00
31	Optional 32/33 CY body with pusher axle (diesel fuel only)	$ 9,363.00
	State estimated maximum payload while maintaining legal weight limits as defined by the Arizona bridge formula for 32/33 CY body.	**14,850**
Other supplier recommended options (including extended warranties) – add pages, if needed		
	9" Camera Monitor Upgrade	**$ 1000**
	Pack at Idle Pump System	**$ 2800**
	3 year CNG Warranty	**$ 1591**
	Front mounted gear pump	$ 478.00
		$

Peto / Dadee
side

Price Sheet – Side Load

Return this Section with your Response

Quantities listed on the price sheet are for City of Tempe projected purchases for the initial four years of the contact but does not obligate the City to order or accept more than actual needs and availability of appropriated funds permit. The contract(s) will be evaluated on an annual basis for compliance with bid specifications and performance to determine if available contract extensions will be utilized.

Upgrades must be net and include any reduction related to the cost of the base unit as specified

Pricing must be inclusive of all costs including. The City will not pay fuel surcharges or any cost beyond those stated below.

Description				Unit Cost
Side Load refuse vehicle Peterbilt 320				$ 327,386.00
Options				**Cost**
1	Single drive rear axle with dual wheels –with liftable tag with dual wheels per specifications below			$ 1,263.00
	a	26,000# minimum axle rating with largest brakes available – would prefer 31,000# rating – indicate compliance to right		
		a	Specify manufacturer, model and rating	Dana Spicer S26-190 26,000 lb.
		b	Specify brake size	16.5 x 5.6 drive, 16.5 x 7 Tag
	b	23,000# minimum liftable tag axle (Watson-Chalin or equal) – indicate compliance to right		yes
		a	Specify manufacturer, model and rating	Watson Chalin AL 2200 23,000#
		b	Specify brake size	16.5"x7"
	c	Rear suspension rating shall exceed axle ratings– indicate compliance to right		comply
	d	Drive axle to have spring suspension		
		a	Provide manufacturer, model and rating of drive suspension	Rexco 102CC 29,000#
	e	Liftable tax axle to be air suspension– indicate compliance to right		yes
		a	Provide manufacturer, model and rating of tag suspension	Included in Watson Chalin AL 2200
2	Auto down feature for liftable tag based on weight on drive axle			$ 3,000.00
3	Meritor FUELite Tandem axle in a 6x2 configuration in lieu of conventional tandem			$ not available
4	TruTrack steering geometry correction kit to be installed			$ not available
5	Upgrade to disk brakes Std on steer axle Single drive + Tag			$ 1,802.00
6	Exterior engine hour meter readable from ground level, engine oil pressure activated			$ 400.00
7	Meritor FUELite Tandem axle in a 6x2 configuration in lieu of conventional tandem			not available
8	Bolt on shovel holder – with shovel provided. Holder shall be made in such a way that allows easy mounting and dismounting of shovel without the use of tools and securely holds the shovel while vehicle is being driven up to and including highway speeds			$ 146.00
9	Spare wheel and mounted tire for front axle			$ no bid
10	Spare wheel and mounted tire for rear axle			$ no bid
11	Deduct – Change to Diesel Engine Cummins ISL (345hp)			$ – 40,781.00
12	Deduct – Remove integral transmission retarder			$ – 4,896.00
13	Deduct – Change to conventional real axle setup with **no** liftable tag			$? see line 33
14	Cab and Chassis diagnostic software, cables, adaptors and any required updates during the life of the vehicle or 10 years whichever occurs first **must** be supplied. Indicate software to be included below – indicate if included or needed in column to right			$ Yes / No ✓ / Not Required not offered
	a. Engine diagnostic software and cables			
	b. Transmission diagnostic software and cables			
	c. Anti-Lock brake diagnostic software and cables			
	d. Chassis diagnostic software and cables			
	e. Regenerative exhaust system diagnostic software and cables			
	f. Other diagnostic software and cable to be supplied – list below:			

15	Body diagnostic software, cables, adaptors and any required updates during the life of the vehicle or 10 years whichever occurs first **must** be supplied. Indicate software to be included below – indicate Yes or No in column to right:	$	Yes	No	Not Required X
	a. Refuse body diagnostic software				
	b. Other diagnostic software – list below				
16	Service Technician Training - per person Factory authorized maintenance and repair training for engine. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expenses (if out of the Phoenix area)	$ 1,750.00			
17	Service Technician Training – per person Factory authorized maintenance and repair training for transmission. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expenses (if out of the Phoenix area)	$ no bid			
18	Service Technician Training – per person Factory authorized maintenance and repair training for Chassis unit. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expenses (if out of the Phoenix area)	$ no bid			
19	Service Technician Training – per person Factory authorized maintenance and repair training for refuse unit. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expenses (if out of the Phoenix area)	$ $ 0			
20	Roadway Displays Inc message board frame, two (2) per truck (2-1/4" x 95-1/2" x 31-1/2" to include frame and installation	$ 2,284.00			
21	Twenty (20) lb dry chemical ABC rated fire extinguisher with bracket mounted on body	$ 214.00			
22	Grote #64123 LED amber lights – quantity of two, mounted on rear of truck wired to alternately flash with in cab control switch	$ 0			
23	Amber strobe light (LED) – quantity of one (1) mid mounted tail gate with in cab control switch	$ 664.00			
24	Cone Holder	$ 146.00			
25	Zonar GPS/Pretrip system – Hardware and complete installation only	$ 1,328.00			
26	Air operated cab jack with hydraulic override if air system is not working.	$ 95.00			
27	Full air suspension on conventional tandem	$ 2,780.00			
28	Vulcan scale system with Haulmax suspension 6x4 configuration	$ 3,494.00			
29	Vulcan scale system with Air Suspension 6x4 configuration	$ 2,416.00			
30	Vulcan scale system with Meritor FUELite 6x2 configuration	$ no bid			
31	Super single tires on tandem axle	$ -1,613.00			
32	Optional 33 CY body with tandem axle and 13,500 liftable steerable tag axle.	$ 9,300.00			
	State estimated maximum payload while maintaining legal weight limits as defined by the Arizona bridge formula for 33CY body. w/CNG	11.5 Tons			
Other supplier recommended options (including extended warranties) – add pages if needed.					

AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5)

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

_____ Current copy of antidiscrimination policy attached

OR

✓ I hereby certify VENDOR (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

Signature

Date: 4/21/2015

Chris Ryan
Print Name

Regional Manager
Title

Rush Truck Center
Company

CITY OF TUCSON
Department of Procurement
Co-Operative Purchasing Partnership
HGACBuy
THE SMART PURCHASING SOLUTION
Available on
BuyBoard
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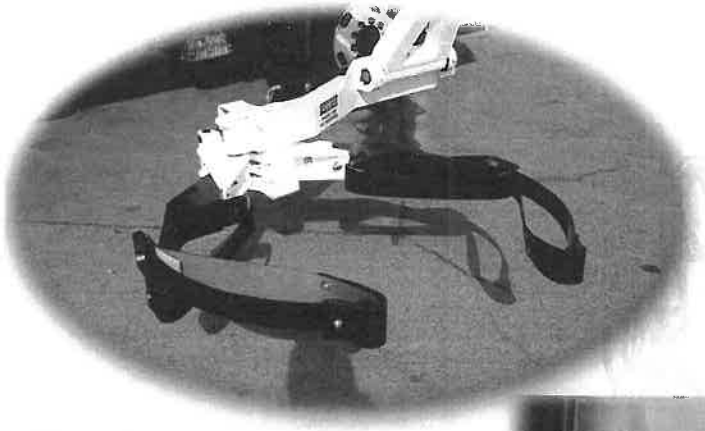
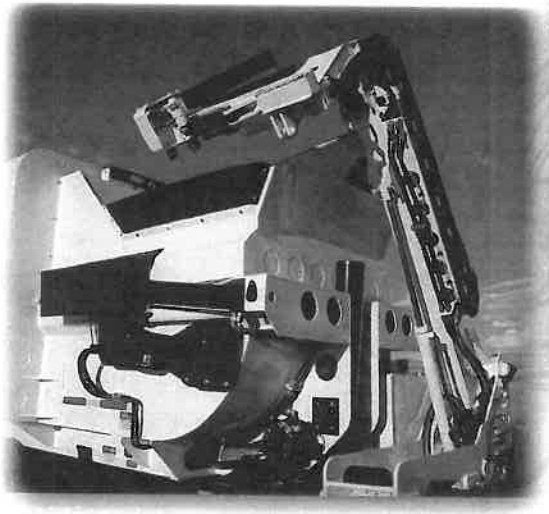
PERFORMANCE SPECIFICATIONS

Lift Capacity	**Proven 1600 lbs**
Lift Cycle Time	**Under 8 seconds**
Lift Reach	**96 inches**
Working RPM	**725 (operate-in-gear-at-idle)**
Compaction	**750 lbs per cu.yd.**





Solid Floor

Continuous Pack System

DaDee MFG

1930 W Broadway Road
Phoenix, AZ 85041
800-940-7467
www.DaDeeMFG.com

SPECIFICATIONS

CAPACITY

Body Capacity	Not less than 27 cubic yards
Hopper Capacity	Not less than 3 cubic yards
High Density Loading of Body	750 lbs per cubic yard
Lift Mechanism Capacity	1,600 lbs at any extension

CYCLE TIMES

Sweep Blade Displacement	3 cubic yards in max. 14 – 16 seconds
Lift Cycle Speed	Under 8 seconds

PACKING MECHANISM

Slider Cylinders	4" dia bore x 2" rod x 29" stroke
Sweep Cylinders	4" dia bore x 2" rod x 14 3/8" stroke

TAILGATE MECHANISM

Tailgate Double Acting Cylinders	3" dia bore x 1 ½" rod x 18 ½" stroke

LIFTING MECHANISM

Reach Cylinders	2" dia bore x 70" stroke
Grab Cylinder	2 ½" dia bore x 8" stroke
Raise Cylinder	2 ½" dia bore x 30" stroke
Dump Cylinder	2 ½" dia bore x 8" stroke

BODY HOIST MECHANISM

Body Hoist three stage Telescopic Cylinder	6 ½" dia bore x 114" stroke

HYDRAULICS

Hydraulic Pump	Tandem vane pump
Arm Pump	2500 PSI
Packer Circuit	2800 PSI
Hydraulic Oil Reservoir	Gross capacity of 55 gallons
Hydraulic Return Line Filter	10 micron
Hydraulic Tank Suction Strainer	100 mesh (140 micron)
Packing Cycle Controls	Electronic over hydraulic
Hydraulic Valves	Solenoid controlled electronic over hydraulic
Body Controls	Electronic over hydraulic

ELECTRICAL

Body Functions	Electronic in-cab control center

LIGHTING

All Lighting including Strobe and Work	LED

Illustrations and/or specifications published herein are informational in nature and are not to be construed to warrant suitability of the unit for any particular purpose, as individual performance may vary. The only warranty is the DaDee Manufacturing standard written warranty for this product.

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MANTIS and SCORPION Refuse Bodies

Setting the standard for "*Safety*"!

"Go Safe"

- No requirement to enter into the Hopper or Body area
- No need to enter under the Body
- No maintenance to be performed in the Hopper or Body
- All lubrication done from ground level
  (no ladders or platforms required)
- ANSI Compliance Product
- Hopper and Body tapered
  (no material jamming or wedging)
- No sweep blade tied to Hopper floor
- No holes in the Hopper floor for unsanitary leaks
- No follower panel to maintain
- No panel mechanism requiring clean out behind Blade
- No clean out doors requiring clean out behind Blade at dumping stations
- Automatic shut down system in case of an emergency
- No Cylinders or Valves under Body
- Maintenance adjustments made from inside cab

SLOW DOWN TO GET AROUND

DaDee Manufacturing fully supports the national ***SLOW DOWN TO GET AROUND*** *campaign and installs additional safety decals on all refuse vehicles.*

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MANTIS and SCORPION Refuse Bodies
Setting the standard for "*Green*"!

- **NO Holes in floor ~ NO unsanitary leaks**
- **Automatic Hopper Cover**
- **Environmentally friendly Powder Coat (Low VOC)**
- **Leak-Free hydraulic fittings**
- **Diesel Fuel Savings from low HP draw hydraulic system**
- **No Lube Rollers**
- **Sealed Tailgate**
- **LED Lighting (Standard)**

Options

- **Hydraulic System Leak Detection**
- **Integrated CNG Systems**
- **Biodegradable Hydraulic Oil**

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REFERENCES

City of Denton, Texas
Terry Kader
215 E McKinney Street
Denton, TX 76201
Phone: 940-349-8729
FAX: 940-349-8492
2012 – 2013 8 units: Scorpion ASL

City of Tucson, Arizona
Pat Tapia, OPERATIONS
Phone: 520-791-3175
Jim Seeds, FLEET EQUIPMENT
Phone: 520-791-3131
4004 S Park Ave
Tucson, AZ 85714
FAX: 520-791-5753
2010 – 2014 55 units: Scorpion ASL
2012 – 2014 4 units: Mantis AFL

City of Durango, Colorado
Tom Kramer
105 Sawyer Drive.
Durango, CO 81303
Phone: 970-759-4304
FAX: 970-375-4928
2012 – 2013 4 unit: Scorpion ASL

City of Harlingen, Texas
Rene De La Garza
404 S 54th
Harlingen, TX 78552
Phone: 956-216-5300
FAX: 956-423-2113
2012 – 2013 4 units: Scorpion ASL

City of Phoenix, Arizona
Brad Frisk
200 W Washington 6th Floor
Phoenix, AZ 85004
Phone: 602-256-5676
FAX: 602-534-1766
2011 – 2014 66 units: Scorpion ASL

City of Tempe, Arizona
Kevin Devery
53 S Priest Dr Bldg D
Tempe, AZ 85281
Phone: 480-350-8281
FAX: 480-350-8155
2010 – 2013 6 units: Scorpion ASL

City of El Paso, Texas
Richard Adams
7969 San Paulo Dr
El Paso, TX 79907
Phone: 915-621-6739
FAX: 915-621-6711
2012 20 units: Scorpion ASL

Vista Recycling, Inc.
Bill Long
114 W 8th St.
Safford, AZ 85546
Phone: 928-428-0830
2010 – 2014: 3 unit: Scorpion ASL

City of Scottsdale, Arizona
Rick Lagno
Fleet Equipment Coordinator
9191 E San Salvador Dr
Scottsdale, AZ 85258
Phone: 480-312-3111
2011 – 2013 10 units: Scorpion ASL

City of Sierra Vista, Arizona
Darrin Stansby
401 Giulio Cesare Avenue
Sierra Vista, AZ 85635
Phone: 520-458-5775
2012: 2 units: Scorpion ASL
2012: 1 unit: Mantis AFL

This is not a complete list of customers. An expanded list is available upon request.

1930 W Broadway Road
Phoenix, AZ 85041

SCORPION Automated Side Loader
MANTIS Automated Front Loader
NEW EQUIPMENT ONE YEAR LIMITED WARRANTY

DaDee Manufacturing warrants the SCORPION Automated Side Loader or the MANTIS Automated Front Loader to be free from defects in material and workmanship under normal use for a period of **one year from ORIGINAL IN SERVICE DATE** as documented on the **Ownership REGISTRATION** form, only when the unit has been properly serviced, and maintenance has been performed as described in the SCORPION ASL or MANTIS AFL Parts and Operations/Maintenance Manual. Failure to comply with the then current Warranty Policy and Procedures may, in discretion, invalidate this Warranty in its entirety or invalidate any individual warranty claim.

Before ANY warranty can be allowed on any new equipment the **completed, signed and dated Ownership REGISTRATION** form with **ORIGINAL IN SERVICE DATE** must be on file with DaDee Mfg.

This warranty is expressly limited to the repair or replacement of any component or part thereof, on any SCORPION ASL that is proven to DaDee Mfg's satisfaction to have been defective in material or workmanship. Such components or parts thereof, shall be repaired or replaced with cost to the unit Owner for parts and labor reimbursed provided unit is returned for such repair or replacement to an authorized DaDee Mfg Dealer or authorized OEM Service Center, or such other place as may be designated by DaDee Mfg within one year from the date the unit was put into service by the original Owner. All components or parts in question must then be returned to DaDee Mfg through the authorized Dealer or OEM Service Center for warranty consideration. Upon satisfaction by DaDee Mfg's review the owner or service center will be reimbursed for parts and labor. Labor is reimbursed at a flat rate published by DaDee Mfg. Transportation and shipping costs are the responsibility of the owner. Replacement of hydraulic fluids in all circumstances is the responsibility of the owner.

DaDee Mfg makes no warranty on products manufactured by others, and supplied by us, the same being subject to warranties, if any, of their respective manufacturers.

This warranty excludes coverage on any parts deemed by the manufacturer to be normal wear and tear items. This warranty excludes any damage caused by operator error, driver negligence, driving hazards, or foreign obstacles that come in contact with the body, packer, or arm as a result of anything other than approved operation of this unit in compliance with the manufacturer training and operation instructions provided within the Parts and Operations/Maintenance Manual.

Unless published otherwise, any **service parts** sold by DaDee Mfg shall carry a one year limited warranty for replacement only (labor not included) providing the factory inspection reveals a material or workmanship defect. DaDee Mfg reserves the right to make changes in the design or make additions to or improvement on its products without creating any obligation for installation in previously manufactured units.

In no event, regardless of the form of action, whether in contract or in tort, including but not limited to negligence, product liability or strict liability, shall DaDee Mfg be liable for incidental or consequential damages, including but not limited to, loss of profits, products, down time, temporary replacement cost or any other direct, indirect, special, or punitive damages, including attorneys' fees. In no event shall DaDee Mfg be liable for any loss, damage, claim, cost or expense, including attorneys' fees, arising from or related to any leak or spill of hydraulic fluid or any hazardous material (as defined under any applicable Federal, State or Local statute, regulation or the like) or the failure to properly dispose of hydraulic fluid or any hazardous material. The Owner of the unit agrees to defend and hold DaDee Mfg harmless from any loss, damage, claim, cost or expense, including attorneys' fees arising from or related to any environmental or hazardous material claim.

Other than extension of the warranty period under purchased **DaDee Mfg's Extended Warranty Program**, no employee or representative is authorized to change this warranty in any way or grant any other warranty. This is the sole and exclusive warranty offered by DaDee Mfg.

THIS WARRANTY supersedes and is in lieu of all other warranties expressed or implied. All other warranties whether expressed or implied, including but not limited to the implied warranty of merchantability, fitness for a particular purpose and non-infringement are hereby disclaimed. The remedies provided in this warranty are exclusive remedies available and are limited to repair and replacement of the nonconforming parts.

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FAX: 602-276-5470
www.DaDeeMfg.com

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Phoenix, AZ 85041

ALL ITEMS ON THIS PAGE ARE
STANDARD EQUIPMENT** ON THE **SCORPION ASL

- Listed body capacity does not include the 3 cubic yard hopper
- Hopper features a Patented continuous hopper cover and Patented Power Sweep Packer System
- System is Self Cleaning with no clean out doors or sump traps to be cleaned
- Packer is a continuous dump system. No need to wait for the packer to complete its cycle before dumping next can
- Packer system features low dBA electronically cushioned packer cycle
- Joystick control standard
- Integrated and simplistic Scorpion electronic control system
- Scorpion system provides a single motion "Auto Cycle" arm function and Smooth Shift electronically "Cushioned" independent arm functions
- SCORPION arm PROVEN to 2,000 pound lift capacity and rated for 1600 pound continuous operation
- 90 Gallon Grip Assembly standard
- Low RPM operate-in-gear hydraulic dual vane pump
- Outside frame accessible hydraulic tank shut off valve
- 10 micron hydraulic fluid filtration
- Hydraulic tank is mounted above the chassis frame
- Zero VOC White Powder Coating standard
- Complete LED lighting package
- One Year Warranty Standard
- The Scorpion ASL is ANSI and FMVSS compliant
- Because there is no need for clean out doors for access behind the packer panel the SCORPION ASL DOES NOT create a Confined Work Space as defined by OSHA #3138-017

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SCORPION ASL

PART #	DESCRIPTION OF OPTIONS	PRICE
	GRIPPER	
☐ GRIP-STD	35 - 90 Belt Grabber Included in Standard Unit	N/C
☐ GR1	60 - 300 Belt Grabber	$687.00
☐ GR1-A	48 - 300 Belt Grabber	$916.00
☐ GR2	90 Gallon SAME DAY Grabber	$500.00
☐ GR-ST	Soft Touch Can Controls	$1.200.00
	PUMP DRIVE KIT	
☐ PTOMP4500	PTO Mount Pump Kit 4500 Series Transmission	N/C
☐ PTOMP3000	PTO Mount Pump Kit 3000 Series Transmission	$1,150.00
☐ PTO-GR	Greaseable PTO	$375.00
☐ FMP	Front Mount Pump Kit	N/C
	CONTROLS	
☐ LST1	LST Switch Controls	$630.00
☐ ADJS1	Adjustable Joystick	$575.00
	MOUNTING	
☐ FLP-R	Rear Mud Flaps (Required Option)	$175.00
☐ FLP-C	Center Rear Mud Flap Over Brake Pods (Required Option)	$175.00
☐ FLP	Front of Rear Axle Mud Flap (Required Option)	$230.00
☐ BIO1	Biodegradable Oil	$2,300.00
☐ CLR1	Hydraulic Fluid Cooler	$1,700.00
☐ HTR1	Hydraulic Tank Heater	$345.00
☐ TEMP	Hydraulic Oil Temperature Indicator in Cab	$400.00
☐ LEV1	Hydraulic Oil Low Level Indicator in Cab	$400.00
☐ LEV2	DUAL Hydraulic Oil Low Level Indicator in Cab and Critical Level Turns Pump Off	$630.00
☐ RFPS	Return Line Filter Pressure Indicator in Cab	$275.00
☐ DISC1	Hydraulic Fluid Quick Disconnect Kit	$745.00
☐ TAG2	Advanced Tag Axle Control Kit (Chassis must have J1939 interface with: **RPM**, **Current Gear**, and **Miles Per Hour**)	$4,500.00
☐ THR1	Throttle Block (Chassis Requirements)	$458.00
☐ CLD1	Cold Weather Package (HV122 Hyd. Fluid, Heated Cameras, additional protection on electrical components and wiring)	$2,300.00

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	CAMERAS	
☐ CAM-2	Dual Color Camera with 7" Monitor (Required Option)	$2,860.00
☐ CAM-3	3-Color Camera with 7" Monitor	$3,430.00
☐ CAM-4	4-Color Camera with 7" Monitor	$4,000.00
☐ CAM1	Additional Color Camera and Cable	$500.00
☐ CAM2	Upgrade to DVR Monitor (in place of standard 7" NON-DVR)	$400.00
☐ CAM3	Arm Camera Trigger	$150.00
	COLOR	
☐ PT03	CUSTOM Powder Coat Color Match (Sample Required)	$2,060.00
☐ PT01	TWO COLOR Powder Coat Match (Sample Required)	$4,200.00
☐ PT02	PAINT or Decal Color Stripe (Sample Required)	$2,060.00
☐ AWPT	Adverse Weather Pre-Treat	$2,060.00
☐ DEC2	CUSTOM Graphics for Body Side (approx. 96" x 48")	TBD
☐ DEC1	95.5 x 31.5 3M Transit Graphics Vinyl Decals (one each side)	$1,145.00
	FUEL	
☐ CNG1	CNG Tank System Mounted Specific sizes and configurations impact price	$47,250.00
	WARRANTY	
☐ WRS2	**Two Year Body and Arm Structure Warranty	$3,200.00
☐ WRS4	**Five Year Packer Blade Warranty	$3,200.00
☐ WRS7	**Seven Year Hopper Floor Warranty (Hopper Liners Required)	$4,000.00
☐ WRH3	**Three Year Hydraulic System Warranty (Does Not Include Cylinders)	$7,500.00
☐ WRH5	**Five Year Cylinder Warranty	$7,500.00
	OTHER OPTIONS	
☐ LIN1	Hopper Floor and Wall Liners (Required with 7-Year Hopper Warranty)	$2,500.00
☐ P-EXT	Packer Blade Extension	$2,290.00
☐ R-TEETH	Retaining Teeth on Floor	$570.00
☐ TH01	Broom, Shovel or Rake Tool Holder on Body Side	$175.00
☐ TAB1	Tailgate Side View Tabs 8 x 8 Amber	$175.00
☐ SHTH1	Arm and Body Hose Sheathing	$285.00
☐ SGN1	Roadway Display Sign Frames (one each side)	$1,375.00
☐ MIR1	Right Hand Convex Mirror	$85.00
☐ CLMP1	Additional Wiring Clamping	$200.00

☐ NITRIDE	Nitride Cylinder Rods	$3,276.00
	LIGHTING	
☐ LTK-R	Overhead Oval Dual flashing LED strobes Rear Facing (Required Option)	$570.00
☐ LTK1	Three Light Flashing Kit on Tailgate **tied to Brakes**	$570.00
☐ LTK2	Three Light Flashing Kit on Tailgate **tied to PTO**	$630.00
☐ LTK3	AMBER Strobe Beacon above cab (light and mounting brackets)	$800.00
☐ LTK4	L E D Work Light	$175.00
☐ LTK5	Additional License Plate Light	$57.00
☐ LTK6	Illuminated Mushroom Palm Button	$85.00
	ADDITIONAL	
☐ TB24	Tool Box (18" x 18" x 24") (each)	$800.00
☐ TB36	Tool Box (18" x 18" x 36") (each)	$916.00
☐ TH02	Cone Holder	$175.00
☐ TH03	Chock Holder	$175.00
☐ FEX1	10 lb. Fire Extinguisher & Mounting Bracket	$175.00
☐ FEX2	20 lb. Fire Extinguisher & Mounting Bracket	$257.00
☐ TRK	Triangle Reflector Kit & Bracket	$85.00
	CHASSIS	
☐ TPMS-6	Doran 6 Wheel Tire Pressure Kit	$950.00
☐ TPMS-10	Doran 10 Wheel Tire Pressure Kit	$1,240.00
☐ SCALE	Cleral On-Board Scale System (Sensors axle groups)	$3,350.00
☐ ZON1	***Zonar Tracking and Diagnostics Hardware	$1,085.00
☐ ZON2	***Zonar CSA Inspection Hardware (EVIR, Tags & Mount)	$515.00
☐ ZON3	***Zonar 2020 Mobile Platform (Tablet, Tags & Mount)	$825.00
	MAINTENANCE	
☐ TEST1	Scorpion Diagnostics Tester	$4,007.00
☐ TEST1-H	Scorpion Diagnostics Tester additional Harness	$515.00
☐ TEST2	Scorpion SOFTWARE INTEGRATED Diagnostic Tester	$1,715.00
☐ SIM1	Simulator	$5,155.00

All prices are subject to change without notice
** TOTAL number of years for warranty
***Does not include activation or annual service fees

1930 W Broadway Road
Phoenix, AZ 85041

SCORPION ASL LADDER AND SAFETY INTERLOCKS

The Scorpion ASL utilized the Parker IQAN Integrated control system. The system ties into the chassis engine controller through the J1939 signal. RPM, Neutral, Drive, Reverse, & MPH functions are used to control various interlock set points and alarms on the Scorpion ASL.

- **THE MAIN POWER SWITCH turns PUMPS OFF**
- **PUMPS TURN OFF and PACKING SYSTEM is DISABLED when the ladder is DOWN. A Warning Screen comes up on the IQAN Control Module indicating Ladder Down**
- **THE AUTOPACK SYSTEM operates in drive gear only**
- **ARM operates in drive or neutral gears**
- **ARM OUT INTERLOCK**
- **THE ASL ARM will not go UP when the GRABBERS are OPEN**
- **THERE IS NO ARM FUNCTION above 900 RPM except RELEASE and IN functions and in drive gear**
- **JOYSTICK and LST SWITCHES will not operate at the same time**
- **NO ARM FUNCTION when the BODY is advancing to or in the UP position**
- **IN-CAB ALARM SOUNDS if the ARM is OUT and or GRABBERS CLOSING and the truck engine speed exceeds 900 RPM. A Warning Screen comes up on the IQAN Control Screen Indicating LOADER ARM OUT.**
- **IN-CAB ALARM SOUNDS when TAILGATE is OPENING. A VISUAL FLASHING IMAGE appears on the IQAN Control Screen when TAILGATE is OPENING.**
- **IN-CAB ALARM SOUNDS when BODY is going UP. A VISUAL FLASHING IMAGE appears on the IQAN Control Screen when BODY is going UP.**
- **IN-CAB ALARM SOUNDS when SYSTEM VOLTAGE drops below 11.1 VOLTS**
- **EXTERNAL BODY ALARM sounds when BODY is going UP**
- **EXTERNAL BODY ALARM sounds when TAILGATE is OPENING**

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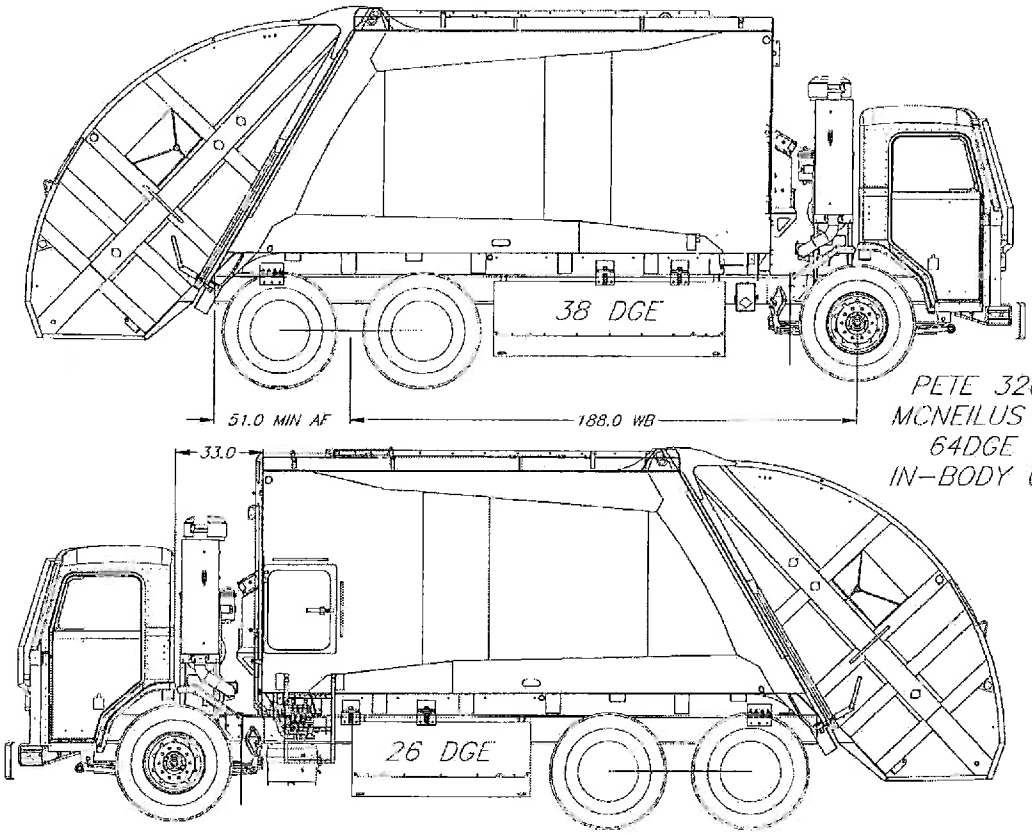

PETE 320 WITH 2.5YD
MCNEILUS REAR LOADER
64DGE FRAME CNG
IN-BODY OIL RESERVOIR

McNeilus
Street Smart. Street Tough.

HD HEAVY-DUTY REAR LOADER

Our HD trucks step up performance in two ways. They're heavy-duty, with beefier cylinders that can handle more demanding routes, including commercial applications. And they're high-density, packing more into the same amount of space for longer routes. A larger body and hopper are also available for even greater capacity.

HD HEAVY-DUTY REAR LOADER

McNeilus
Street Smart. Street Tough.

BODY SPECIFICATIONS
- Floor: 3/16" AR200
- Roof: 10-gauge AR200
- Side Walls, Front Section (ejector area): 10-gauge AR200
- Side Walls, Rear Section (compaction area): 1/8" AR450

TAILGATE AND HOPPER
- Hopper Floor: 1/4" AR200
- Quick-change UHMW polyethylene slide shoes

PACKER
- Slide Face Plate: 3/16" GRD 50
- Sweep Face Plate: 1/4" AR200
- Packer Edge Strip: 3/4" GRD 50

HYDRAULICS
- Pump Make/Model (single or dual pump): Parker with Pack-on-the-go flow control system
- Front Mount: P350 or P75
- Transmission Mount: P365
- Control Valves, Primary: Parker VA35 with Smart-Pak*
- Oil Reservoir: 17 – 20 yard: 40 gallons, 25 – 32 yard: 50 gallons
- Filter: Parker 40 CN, 100 mesh suction strainer

CYLINDERS
- Ejector: 6-1/4" bore x 5-3/4" rod x 88-3/4" stroke (20 yard, 3 stage), 7-1/2" bore x 7" rod x 119-1/2" stroke (25 yard, 4 stage)
- Slide: 5" bore x 4" rod x 32-1/2" stroke
- Sweep: 4-1/2" bore x 3-1/2" rod x 23" stroke
- Tailgate: 2-7/8" bore x 2-1/2" rod x 38" stroke

PERFORMANCE
- Pack and Sweep Cycle: 20 – 25 seconds
- Compaction: 1000 pounds per yard (depending on refuse density)

HARDWARE
- Weather Pak and Deutsch connectors
- Aeroquip hoses and fittings
- Hydra-Zorb™ and Stauff clamps
- Zinc-dichromate coated hydraulic lines

PAINTING
- Packer steel shot-blasted prior to priming with Akzo Coating's high-solids epoxy primer and acrylic urethane

OTHER OPTIONS AVAILABLE
- Hopper work lights
- Strobe light
- Camera-assist lights
- Peterson smart lights
- Clear coat
- Fire extinguisher/bracket
- Auxiliary axles (call for application)
- Camera systems – single, dual, and triple
- Mud flaps – front and/or rear
- Decals (call for pricing)
- Plastic shovel
- Toolbox
- Paint colors
- Reeving cylinder
- Cart tipper
- Container tipper (kick bar)
- Broom and shovel holder

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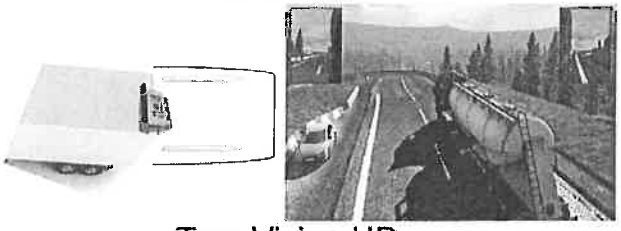
STREET SMART PARTS AND SERVICE

BUY ONCE. BUY RIGHT. BUY SMART.

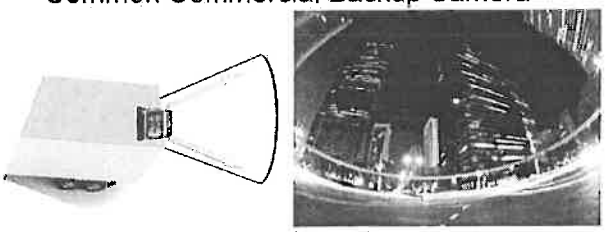
STREET SMART VISION SYSTEMS...with True Vision HD

SSV Camera



True Vision HD

Common Commercial Backup Camera



Fish Bowl Effect

- *True Vision HD eliminates the "fishbowl" effect to give drivers a safer backup camera by eliminating the need for strong depth perception. Other commercial backup cameras commonly give an "objects are closer than they appear" look to them. As a result, the image cannot be focused as sharply.*
- *The SSV high definition camera is all digital, equipped with auto-dimming infrared night vision. The patent pending auto dimmer allows automatic or manual adjusted night vision of up to 100 ft.*
- *The SSV monitor is made from heavy duty aluminum with a 15G shock rating. Supports up to 4 cameras with memory and motion detection recording capability.*
- *When replaced together using adapter cables(see extreme cable), the camera and monitor will work with existing SV or AWT body cable.*
- *4 Year Comprehensive Warranty! Warranty covers all failures, except those caused by customer mis use or abuse.*
- *It's undoubtedly the highest quality and most robust commercial grade camera system available on the market today.*
- *Compatible with Preco™ PreView® radar systems. Kit p/n 1474028 required.* PreView

CALL 1-888-MTM-PART (1-888-686-7278) www.StreetSmartParts.com

McNeilus
An Oshkosh Corporation Company

Literature P/N 1433174

			designed to light up toward the rear of the truck when in reverse.			
	3		Shall have an under ride bumper that meets all federal, state and local requirements	X		
	4		Any wiring or plumbing running up the side, or over the roof, of body shall be guarded or protected by some means from tree limbs, or other obstructions, that might contact the body. Any covers, guards or protective devices must be constructed in a way that allows for easy removal and/or replacement of wiring, hoses, or lines during repairs or diagnostic of electrical or hydraulic systems.	X		
	5		Safety pins or clips that hold prop or similar device in place shall be permanently secured or tethered to prevent accidental loss	X		
	6		All bearings and bushings must have a means to be fully and completely lubricated by operator using a standard hand grease gun. Vendor must design the means for grease to travel from zerk into the bearing or bushing and entirely cover all friction points. Grease passages must be designed in a way that prevents poor flow of grease or allows foreign material to clog grease passages.	X		
	7		The body shall incorporate a electric over hydraulic service hoist that can easily lift the body off of the frame when the truck is unloaded. The lift shall be constructed in a way to raise the front portion of the body with the pivot at the rear of body. There shall be body props that safely hold the body in the lifted position. The minimum raised height of a safely propped body shall be 26" high. The point of measure shall be no more than 24" back from the most forward point of the body.	X		
		a	Lifting of body shall not require tools. An operator in the field must be able to remove any body to frame fastening devices and raise the body with no additional help from an assistant or hardware.		X	**1 7/8" Wrench**
	8		3,600 PSI CNG tanks will be roof mounted on the refuse body with a protective shield to guard the tanks from damage from alley operations. Guards will be easily removed for service work. A total DGE of approximately 70 gallons.	X		
			State gallons offered	**75 DGE**		
	9		One slow fill nozzle on the front bumper and one slow fill and one fast fill on the right side of the truck.	X		
	10		Body height of CNG unit will be low profile body design that does not increase the height of the truck beyond a diesel powered truck.	X		
	11		State total transport height of completed unit mounted on chassis.	**13'6"**		
B	**Warranty**			**Vendor Response**		
				Yes	**No**	**Exception**
	1		Minimum two (2) year on all parts, materials and labor	X		
		a	Specify the warranty that you will offer	**2 Years**		
	2		All hydraulic cylinders shall be four (4) years on parts and labor including seals	X		
		a	State the warranty that you will offer	**4 Years**		
	3		Minimum seven (7) years on hopper floor and sides on all parts and labor	X		
		a	Specify the warranty that you will offer	**7 Years**		
	4		Minimum five (5) years on structural integrity and design of body to include cracks and premature wear out of components of body and packing system.	X		
		a	Specify the warranty that you will offer	**5 Years**		
C	**Body**			**Vendor Response**		
				Yes	**No**	**Exception**
	1		40 yard capacity	X		
		a	State Manufacturer	**McNeilus**		
		b	State Model	**Contender/Meridian**		
		c	State wet weight of Cab & Chassis	**16,525**		
		d	State wet weight of Refuse Unit	**20,270**		
		e	State wet weight of entire unit without refuse load	**36,795**		

	f	State Wheelbase for unit	**205 – 3 Axle 197 – 4 Axle**	
	g	State Length of completed unit	**386 inches**	
	h	State Width of completed unit	**96 inches**	
	i	State Height of completed unit	**13'6"**	
	j	State achievable payload capacity for unit offered	**28,000**	
	k	State achievable pounds per yard compaction	**700**	

2		Body shall be designed for mounting on a COE chassis to allow accessibility to engine and all components	X		
3		LED lighting package with solid mounts **required**.	X		
4		Mid body turn signals (LED) are to be mounted on each side of the body. Solid mount to avoid lights being dislodged by contract with trees, brush, etc.	X		
5		Center mounted LED brake light is **required**	X		
6		Ecco model 210 electronic back up alarm to be installed	X		
7		All exterior seams and abutments continuously welded for strength and neatness of appearance.	X		
8		A front cab guard protector is required. Top anchor points of cab guard mounted to cab roof. Lower anchor points mounted to cab hinges in such a way that guard will tilt with cab.	X		
9		Body equipped with a cab protector shield. Cab shield designed to allow full tilting of the cab without raising body. The cab protector will be provided with a hydraulic tilting feature to hydraulically move the cover allowing the cab to be tilted fully forward. The cab protector will include a drain trough that will direct liquids from the cab protector into the body sump.	X		
	a	If two piece canopy is used in order to facilitate the ability to tilt the cab forward without lifting the body, the hinge point of the canopy shall be no further forward than the rear edge of the cab. This will allow Tempe to utilize a larger roof mounted A/C	X		
10		Wind screen attached to prevent blowing of material during discharge of the container	X		
11		A bolt on expanded metal screen will be mounted on the front of the refuse body. The screen will prohibit the escaping of loose refuse from the hopper area behind the packer and onto the truck engine and transmission.	X		
	a	Screen shall have a frame around it that is secured to the body without welding to allow removal for access during repairs	X		
12		A ladder is to be provided on the rear to gain access to the top of the refuse body. State location of ladder.	X		
	a	Self-cleaning steps constructed of grip strut metal are required Non-slip tape is not acceptable.	X		
	b	Ladder must be designed to allow thee point contact without stepping on fuel tank, battery box or any other item mounted to frame not specifically designed to safely support operators weight	X		
	c	Ladder shall be designed in a way that provides a minimum of 5" of operator shoe to protrude through the ladder or have a 4" wide step surface with 1" of shoe protrusion	X		
13		State estimated maximum payload while maintaining legal weight limits as defined by the Arizona bridge formula.	**13,205 – 3 Axle 18,545 – 4 Axle**		

D		Body Materials	Vendor Response Yes	No	Exception
	1	Entire body to be constructed of eight (8) gauge 80,000 PSI steel **minimum** to withstand repeated packing cycles without distortion or creasing of the refuse containing area.	X		
	2	Body floor shall be flat full width **minimum** 3/16" 150,000 PSI steel.		X	**Curved Body Floor**
	3	Floor longitudinals required with crossmembers located on **minimum** 18"	X		

		centers to withstand continuous operation at maximum loads.			
	4	12 gauge steel may be used for roof constructions – adequate bracing of the roof crown must be provided to dissipate forces equally through the body structure	X		
E	Tailgate		Vendor Response		
			Yes	No	Exception
	1	Tailgate to be top hinged – one piece	X		
	2	Tailgate constructed of **minimum** 10 gauge steel and sufficiently reinforced to withstand repeated packing	X		
	a	State tailgate configuration	**Hinge Mount 8 point Lock**		
	b	State tailgate size	**4.3 yds**		
	c	State tailgate design	**Bubble**		
	3	Tailgate shall be raised by hydraulic cylinders for load ejection.	X		
	a	Tailgate cylinders to incorporate a restriction device to prevent rapid descent in the case of hydraulic failure	X		
	4	Tailgate movement and latching controlled from inside of cab.	X		
	5	Tailgate seal shall be designed in such a fashion to allow vendor to guarantee no leakage will occur during normal operation to a minimum level of 24".	X		
	6	The tailgate is to incorporate a heavy duty positive type hydraulic latch operated from inside the cab.	X		
	a	Controls shall be guarded to prevent accidental activation during travel or loading	X		
	b	System shall include a visual and audible warning to notify operator if latch is not fully closed.	X		
	7	Hinge mounts reinforced where attached to body.	X		
	8	Heavy duty tailgate service props provided.	X		
F	Hopper		Vendor Response		
			Yes	No	Exception
	1	Hopper area to receive from the top and be designed to accommodate containers from one (1) through ten (10) cubic yard capacity.	X		
	2	12 yd hopper capacity minimum	X		
		State hopper capacity in cubic yards and also state height, width and length.	**12 yards 7'H x 7'L x 6.8' W**		
	3	Hopper design to include a flat floor with straight vertical sidewalls. Hopper floor to be ¼" preferred hardox AR-450 abrasion resistant steel plate (203,000 PSI tensile strength). Sufficient under floor bracing to include full width crossmembers on 18" center minimum that are interlaced with longitudinal supports.	X		**¼" AR-400**
	4	All external welds of hopper side bracing shall be continuous full seam.	X		
	5	Inside of the hopper shall be plug welded for additional strength	X		
	6	An under hopper liquid sump shall be designed to provide a 40 gallon sump for liquid retention. Clean out doors with seals shall be provided on both curb and street sides to remove debris from the liquid sump without having to enter the truck body. A clean out rake or similar tool provided with a saddle mounted on the truck body provided to carry the tool	X		
	7	Clean out doors with water tight seals	X		
	a	If the design of the packer is such that debris that falls behind the packer blade is cleaned out automatically and completely, then clean out doors are not required. Tempe will be the sole determiner if the design is adequate to completely clean the hopper area of debris.	N/A		
	8	Access to hopper to be provided for cleaning purposes.	X		
	a	Access to meet ANSI Safety Requirements.	X		
	b	Door to be equipped with a reliable, positive latch and inter-lock system to prevent arm or packer blade movement if not properly latched.	X		
	c	Two grab handles are preferred – one above door and on the side of door	X		
	d	Door shall have a minimum opening of 24" wide x 32" tall	X		
	9	Hydraulically operated horizontal sliding top hopper door to be included.	X		

			Operated by a double acting hydraulic cylinder with a red warning light on dash to warn the operator when the door is not fully closed.			
		a	Hopper top door will have an interlock that will prevent the arms from dumping onto the top door	X		
		b	Open to close time to be 6 seconds maximum	X		
		c	Shall be constructed of steel sheet metal and able to support a 220 pound operator without denting, creasing or permanently distorting.	X		
G	**Packer**			**Vendor Response**		
				Yes	**No**	**Exception**
	1		Partial pack – full eject packer system.	**X**		
		a	State design of packing system offered	**Half Pack – Full Eject**		
	2		Packer blade shall be constructed of 3/16" **minimum** 100,000 PSI steel braced to withstand, without distortion, repeated application of maximum packing	**X**		
		a	Packer shall be reinforced with a combination of structural members for maximum strength and rigidity	**X**		
	3		Packer designed to prevent spillage of refuse over the top of the packer during both the pack and retract cycle.	**X**		
		a	Sharks teeth at the top of the parker blade to help prevent spillage of trash over the blade during compaction	**X**		
	4		It is preferred that the packer cycle time **not to exceed** 20 seconds (Cycle is full packer stroke out and return)	**X**		
		a	State guaranteed packer cycle time in seconds	**20 seconds**		
	5		Packer guide tracks shall be welded in and made from Hardox AR-450 – 203,000 PSI tensile strength steel	**Exceeds**		**Chromium Carbide**
	6		Packer shall have a wear plate/scraper blade across the bottom of packer that runs across the entire width of packer	**X**		
	7		Packer cylinders shall have the ability to be greased without entering the hopper.	**X**		
		a	If remote hoses are used to accomplish this, all hoses must be steel braided for strength and durability and secured in a way that prevents damage from refuse material	**X**		
	8		Packer blade size and travel designed to clear hopper area of trash without having to pack multiple times.	**X**		
	9		Packer system must allow packing while driving from can to can.	**X**		
H	**Load Discharge – Full Eject**			**Vendor Response**		
				Yes	**No**	**Exception**
	1		Dumping shall allow for complete emptying of the refuse body without the operator having to pull or clean remaining refuse from body.	X		
I	**Hydraulics**			**Vendor Response**		
				Yes	**No**	**Exception**
	1		It is preferred that the system operate at 2,500 psi or less	**X**		
		a	State system operating pressure	**2,500 psi**		
	2		Will your system use a front mount or transmission mount PTO setup			**Front Vane**
		a	If front mount is utilized, a means must be provided to protect front of engine mounted hydraulic pump and all associated lines.	**X**		
		b	State distance the front mount pump will extend forward of bumper or extend the bumper.	**3.5 inches**		
	3		Design and capacity of the hydraulic system must be adequate to maintain desired pressures and operating capabilities in ambient temperatures of up to 120 degrees Fahrenheit	**X**		
	4		Hydraulic reservoir shall be properly baffled	**X**		
		a	State capacity of reservoir	**50 Gallons**		
		b	Tank shall be pressurized to prevent cavitation unless it is mounted more than 20" above the pump inlet.	**X**		
		c	Tank shall be complete with screened fill port, magnetic drain plug, shut off	**X**		

			vale, oil level sight gauge and temperature gauge			
	5		Preferred hydraulic system shall be fuel efficient and designed in a way to provide pressure and flow from the system pump(s) only when needed. This design shall utilize idle or very near idle engine RPM for functions		X	**Cannot be done with city preferred Front-mounted Pump**
		a	Pump(s) shall have full load sensing controls that provide power only when needed and thus reduce HP draw from the engine when hydraulic functions are not being used		X	
		b	System shall be designed in a way so that the hydraulic pump(s) will only provide the minimum flow required for each specific hydraulic function when commanded		X	
		c	System shall be designed in a way so that the pump(s) will go to zero flow and low pressure standby when no hydraulic functions are commanded regardless of engine speed		X	
		d	System shall contain a valve that assures a positive shutdown of the pump in case of system failure resulting in large amounts of fluid loss. In the event of a hose rupture or other catastrophic loss of fluid, the shutdown valve shall stop all functions and prevent any additional fluid loss. Valve(s) shall be mounted directly to outlet of pump(s) for maximum reduction of fluid loss		X	**Transmission mounted pump needed for this option**
			Give a detailed description how your hydraulic system will accomplish this goal.	**Chelsea 890 PTO with Fuel Saving Vane Pump will achieve this and other options. Available in option section.**		
	6		All hydraulic tubes shall be securely clamped to prevent vibration, abrasion and excessive noise.	X		
		a	Tubes running the length of the body roof shall be protected from tree limbs.	X		
		b	Exposed hoses or tubes running over the body structure will not be accepted.	X		
	7		Pump to body hard plumbing hall be provided. Flex hoses shall be provided at each end of the hard plumbing to provide adequate flexure to prevent hydraulic leaks	X		
	8		All high pressure hydraulic hoses will be double braided wire construction built to withstand a pressure equal to 2 times the maximum pump output	X		
		a	Hoses shall conform to SAE standards for designed pressure.	X		
		b	Bends shall not be more than recommended by SAE standards	X		
		c	Flat spots in hoses or lines will not be acceptable	X		
		d	Pressure hoses shall be protected with fabric guard	X		
	9		All hydraulic pressure hose fitting **must be** SAE 37 degree, JIC style male ridged and female swivel or flat face o-ring style with male rigid and female swivel	X		
	10		In line high pressure filter assembly mounted for easy access.	X		
		a	There shall be an electronic bypass monitor with permanently labeled warning light inside the cab visible to the operator	X		
		b	Spin on filter preferred	X		
		c	Tank shall be equipped with a sight level gauge for checking of fluid level that is easily visible and protected from damage	X		
		d	Tank shall include a ¼ turn ball valve on the suction line fitting to allow removal of tank without draining fluid	X		
	11		All valves shall be located in a manner to allow easy access by technician for diagnosis and repair	X		
	12		Pressure tap points with quick connect adapters shall be provided at all necessary points to allow complete system testing	X		
	13		All multi spool control valves shall be of sectional design such that servicing would not require replacement of the entire valve	X		
	14		Hydraulic packing cylinders must be of the internal cushion design to minimize hydraulic shock.	X		
		a	Cylinder design shall decrease the speed of the cylinder at least the last ½"	X		

			of cylinder stroke in both direction of travel			
		b	Rods of packer cylinders **must be** induction hardened to a surface hardness of 55-65 Rockwell C scale.	X		**Nitrated**
		c	Rods of all cylinders shall be chrome plated	X		**Nitrated Packer**
		d	All cylinders must be of a brand and design which can be repaired or rebuilt locally	X		
		e	State brand of cylinders on unit offered	**Mailhot – packer**	**Rosenboom – all others**	
J	Lifting Device			Vendor Response		
				Yes	No	Exception
	1		Arms of the front loading refuse body capable of lifting a minimum of 8,000 pounds gross load measured at the centerline of an eight (8) cubic yard container.	X		
		a	State design and type of construction	**Solid Piece Steel**		
		b	State manner in which the arms attach to body	**Bolt On**		
	2		Lifting arms must not obstruct cab doors on either side during dumping cycle.	X		
	3		Bolt on replaceable rubber arm stops are **required**	X		
	4		Lifting arms provided with 51" forks for pickup of containers equipped with side sleeves.	X		
	5		Lift arms and forks shall be designed to service container of one (1) to eight (8) cubic yard capacity.	X		
		a	Replaceable fork cross shaft rubber bumpers required	X		
	6		Lift arms to have limiting cylinders or safety device to prevent them from tilting into cab and windshield when in the stored position.	X		
		a	State design and placement of lift arms in travel position	**Pulled Back over Body – Tucked Away**		
	7		Rabbit ear style control levers for all functions provided inside cab within easy reach of the driver.	X		
	8		Lifting device and packer controls shall be electric over hydraulic with proportional control or feathering capabilities		X	**Air/Hydraulic**
	9		Controls shall have an operator initiated "shake" function to allow operator to simulate a quick back and forth motion of the refuse container at the hopper to help loosen stuck debris in refuse container. "Shake" function control shall be mounted in a way that does not require the operator to mover their hand to another control position to use feature. "shake feature shall move container back and forth a minimum of 2 times. Custom programming of the length, speed and quantity of container shaking is preferred.		X	
	10		Hydraulic system and controls shall have on board diagnostic capabilities from information screen in the cab	X		
		a	Information screen shall provide real time information as well as allow for user programming, system diagnostic and customization of functions	X		
		b	On board customization shall have security levels of permissions so that the City can control the level of permissions for operators and technicians	X		
		c	Lift arm counter shall be provided that measures refuse can dump cycles as well as packer cycles.	X		
	11		Lifting arms equipped with steel tubular type hydraulic cylinders with sufficient rated capacity to effectively operate with the maximum rated load at maximum efficiency.	X		
	12		Hydraulic cylinders will rotate containers into hopper with sufficient angle to cleanly and quickly discharge material	X		
	13		It is preferred that the dump cycle time not to exceed 16 seconds (Cycle is full sweep up, dump, un-dump and lowered to the fully down position)	X		
		a	State guaranteed dump cycle time	**16 seconds**		
	14		Forks shall have a raised protrusion on the top of the outward end to assist in the prevention of cans slipping off of fork when the can is upright	X		
	15		System shall incorporate an automatic function of slowing the arms to a smooth	X		

		stop when moving the arms to the fully stored position to prevent damage to arm stops and other affected arm components.			
		a Heavy duty bolt-on hard rubber arm stops located at the side of body shall cushion and prevent over travel of the lift arms	X		
K	Painting		Vendor Response		
			Yes	No	Exception
	1	Complete unit shall be cleaned of all dirt & grease, all weld slag removed & then sand blasted	X		
	2	Finish shall be white to match cab color	X		
	3	City prefers powder coat finish with a minimum 4 mil thickness		X	
		a Specify the type of finish will you provide?	**Akzo High Solids Acrylic Urethane**		
L	Manuals		Vendor Response		
			Yes	No	Exception
	1	The preferred medium for manuals is a web based platform. Vendors shall provide (at no cost to the City) access to all online manuals, including updates, for the lifecycle of the unit, or ten years, whichever comes first.	X		
	2	If online manuals are not yet available, digital versions can be substituted, however, they must be in PDF format. Pdf manuals must be searchable by item/topic.	X		
		a Must be capable of being installed on a shared drive for access at multiple locations without using the CD, or provide the ability to copy the manuals for use at multiple locations.	X		
	3	Service Manuals – to include comprehensive hydraulic and wiring schematics	X		
		a Body	X		
		b Hydraulics	X		
	4	Parts Manuals			
		a Body	X		
		b Hydraulics	X		
	5	Operators manual – two (2) – to be supplied with each unit	X		
M	Training		Vendor Response		
			Yes	No	Exception
	1	On site factory authorized operator training for each vehicle delivered. Operator training shall be scheduled at the convenience of the City of Tempe personnel	X		
	2	Vendor familiarity training for maintenance and repair of the vehicle. Training must occur within 2 weeks of request by the City.	X		

Proposal Questionnaire

Return this Section with your Response

Bidder shall submit answers to the following questions. Responses will be utilized in determination of contract award.

	Question	Response
1	Provide the address of the facility that will supply units to the City of Tempe.	9600 W. Roosevelt St. Tolleson, Arizona 85353
	a If you do not have a Tempe, or valley address, how do you intend to handle repair/warranty issues	—
2	Describe your company and its history – include years in business	See attached
3	Please provide contact information for the primary account representative and a backup contact for the City of Tempe. • Contact Name • Phone Number • Cell Phone Number • e-mail address	Provide contact information below George Beal 602-422-8122, cell 602-418-4355 beal@erosheenterprises.com
4	Do you have factory-trained personnel on site to perform installation, maintenance and repair on the equipment you are offering?	yes
5	What is the delivery time ARO for the equipment you are offering – liquidated damages will apply if delivery timelines are not met. The City of Tempe prefers a delivery time of 180 days or less. Liquidated damages are $100 per day per truck will be assessed after the agreed upon delivery date has expired.	220 days or less
	a Do you understand and accept this condition?	yes
6	If required warranty work requires that vehicle to be taken to your facility for repairs to be effected, will you pick up and return vehicle at no cost to the City of Tempe?	yes for chassis
7	Do you provide, at no cost, human based technical support for the cab and chassis to assist with diagnosis of problems for service technicians? This service must be available for the lifecycle of the unit or 10 years, whichever comes first.	Yes for chassis
	a If yes, provide information explaining the working of the program, the level of support provided and hours the service is available.	8:00 A.M - 5:00 P.M Monday - Friday assistance provided upon request
8	Do you provide, at no cost, human based technical support for the refuse body to assist with diagnosis of problems for service technicians? This service must be available for the lifecycle of the unit or 10 years, whichever comes first.	Dodee Mfg. (Yes) local dealer and manufacture, full support 6. AM-4:30 PM Plus emergency call.
	a If yes, provide information explaining the working of the program, the level of support provided and hours the service is available.	
9	Do you agree to the Terms and Conditions of this RFP?	yes
	a If No, explain to right	
10	List three (3) governmental or large corporate references for which you currently provide similar services.	

	• Organization/Firm Name • Contact Name • Phone Number	Provide Reference Information Below City of Mesa, Pete Saratiotti 480-644-5909 City of Phoenix, Ross Lobadie 602-262-4788 City of Peoria, Charlie Johnson 623-773-7495
11	List number of units already built to these specifications and body configurations	Provide quantities below
	Front Loaders	McNeilus 2000 plus
	Rear Loaders	McNeilus 2000 plus
	Side Loaders	Dodge Mfg 200+

City of Scottsdale, Rick Fagno 480-312-5677
City of Avondale, Ross Ellis 623-333-4474
Town of Gilbert, Bill Kohn 480-503-6526

Proposal Checklist for Submittals

The following checklist has been provided to assist you in submission of your offer.

This list should not be considered complete, other information or documents may be necessary as part of your submission.

The items listed are the primary documents and information that must be completed and/or included with your submittal.

Please include any information or documents that will clarify your submittal.

Description			Included √
1	One signed and complete original of the RFP response – only sections marked **"Return this Section with your Response"** are required but you may include supplemental materials you believe necessary to clarify your submittal.		✓
	a	Vendor's Offer – Form 201-B (RFP) has been signed and included with response	✓
2	Two (2) additional copies of RFP response on Flash Drive – a single copy of your response should be put on each requested Flash Drive - only sections marked **"Return this Section with your Response"** are required but you may include supplemental materials you believe necessary to clarify your submittal.		
	a	It is required that responses be returned in "Word" format. The signature page can be in pdf format.	
	b	If utilizing a PDF file format for any additional information submitted with response, please optimize the file (low resolution) to lower memory space requirements	
3	Questionnaire has been completed and included		✓
4	Price information is complete and included		
5	Literature included for options and training are included		
6	Signed and completed Affidavit of Compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5) or acceptable alternative		
7	Any addendum(s) have been included		✓

Evaluation Criteria

An evaluation committee composed of City staff will review the responses and score them according to the criteria listed below.

Award Criteria			Weight	x	Rating	=	Points
1	Cost		8 (32%)	x		=	
	a	Base Vehicle					
	b	Options					
	c	Diagnostic Software and cables					
	d	Training					
2	Ability to meet or exceed requested parameters		6 (25%)	x		=	
	a	Specifications					
	b	Experience in producing units meeting Tempe specifications					
	c	Warranty Offered					
	d	Guaranteed cycle times for packing operations, etc.					
	e	Delivery Time (subject to liquidated damages if not met)					
3	Functionality of unit		4 (17%)	x		=	
	a	Curb to Curb turning diameter					
	b	Wall to Wall turning distances					
	c	Height of unit					
4	Local parts inventory, warranty and service availability (or the ability to provide an acceptable alternative)		3 (13%)	x		=	
5	Training for Service Technician & Support		2 (8%)	x		=	
	a	Quality and Variety of Manuals Offered					
	b	Quality and Variety of Training Offered					
	c	Quality and quantity of diagnostic tools and software offered					
	d	Vehicle diagnostic support					
6	Overall response to RFP		1 (5%)	x		=	
	a	Quality, composition and completeness of response					
	b	Acceptance of Terms and Conditions of the RFP					
						Total	

This proposal will be evaluated on a cumulative point system.

Scoring

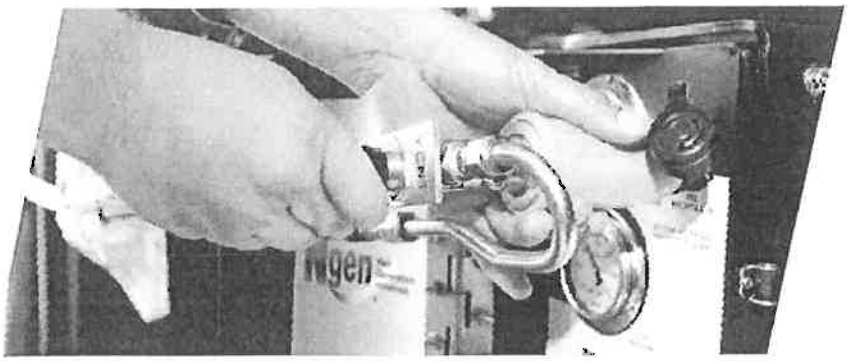
Outstanding	8 to 10
Good	6 to 7.9
Average	3 to 5.9
Poor	0 to 2.9

McNeilus

McNeilus Next Generation (NGEN) initiatives promote alternative-fuel powered solutions for heavy-duty fleets of all types. NGEN initiatives are supported by a comprehensive, factory-direct sales and service network. McNeilus is leading the drive toward the next generation of vehicle solutions.

Ngen Next Generation Initiatives

McNeilus Compressed Natural Gas (CNG) powered refuse trucks are built for the rugged refuse environment. Designed with the operator and service team in mind, they are configurable to meet your needs. We've led the way in offering a route ready, fully tested, integrated CNG system. And now it's even better.



FUEL CONTROL MODULE:

DESIGNED FOR EVERYTHING YOU'LL LIKELY ENCOUNTER. AND THEN SOME.

Whether time filling or fast filling, we can meet your needs. You'll notice the swing-open maintenance door for accessing the coalescing filter and bleeder valve, the stainless steel piano hinges to prevent rusting, and glycerin-filled high and low-pressure fuel gauges for long life. Remote fill ports with an internal check valve eliminate the need for additional check valves. A standard warning buzzer or optional ignition interlock will thwart drive-offs. And a coolant loop integrates seamlessly with the OEM heating system.

All vehicles feature a standard NGV1 fueling receptacle and Deutsch brand electrical connections.

PLUMBING:

PERFORMANCE UNDER PRESSURE, REDEFINED.

At the heart of the plumbing is CNC-formed high-pressure lines, compression fittings, and high-pressure hoses with 5000 psi working pressure. Spring strain relief at fittings prevent fatigue and damage. The system is designed with few connection points to deliver consistent, reliable fuel flow.

FUEL GAUGE:

CLEAR. ACCURATE. RELIABLE. THAT'S THE JOB DESCRIPTION.

White backlighting ensures clarity and an orange low fuel warning light illuminates at approximately 1/8 capacity. The entire system is fully integrated into the chassis.

FUEL STORAGE POD:

LIGHTWEIGHT. LONG-LASTING. GOOD LOOKING. EASY ACCESS.

The frame is sturdy and lightweight, with boss-mounted tanks and integrated 3/16" steel guards to protect both ends of tanks.

The tanks are exclusively NGV Type 4, for light weight and long life. Their solid construction meets a wide range of international standards.

The all-aluminum covers are primed to reduce oxidization and painted to match the truck color. Ease is the watchword here: easy access to tanks for inspection, easy removal from trucks, easy access to lifting points. Most systems can be removed from trucks without removal of the covers. Covers have no wires or props to abrade tanks. A thermal pressure relief device (PRD) provides continuous full tank length protection, and is standard on all NGEN CNG systems.

Company History

Rush Truck Centers of Arizona, Inc. ("RTC Arizona") is a wholly owned subsidiary of Rush Enterprises, Inc. ("Rush Enterprises") which owns and operates the largest network of commercial vehicle dealerships in the United States. Rush Enterprises is a public company traded on NASDAQ under the symbols RUSHA and RUSHB. Rush Enterprises owns and operates North America's largest network of heavy- and medium-duty truck dealerships. It sells and services leading truck and bus manufacturers including International, IC Bus, Peterbilt, Ford, Hino, Isuzu, and Blue Bird at over 110 state-of-the-art locations in 20 states across the U.S.

RTC Arizona began operations in Arizona in October 1999 when it purchased assets of Southwest Peterbilt, Inc. and Southwest Truck Center, Inc. At present, RTC Arizona operates commercial truck dealerships in Phoenix, Flagstaff, Tucson and Yuma.

Rush Enterprises has been involved in operating commercial truck dealerships since 1965, and enjoys a reputation of providing quality commercial vehicles and professional automotive service through professionally staffed and managed operations. The professionals at Rush Truck Center dealerships are trained by manufacturers and expert automotive consultants in all aspects of financing motor vehicle sales and providing valuable risk management services.

Rush Limited Warranty

LIMITED WARRANTY ON SERVICES. Rush warrants that all repair and maintenance services performed by Rush for a customer ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of one (1) year from the date the Service is completed. Customer's sole and exclusive remedy, and Rush's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. RUSH PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Rush for customer. Rush does not warrant any services provided by any third-party. Any warranties are solely those that are provided by the third-party service provider.

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new product(s) sold by Rush are limited only to any printed warranty provided by the applicable manufacturer of the product. EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used product(s) sold by Rush are sold on an "AS IS, WHERE IS" basis, without any warranties by Rush. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

PETERBILT MOTORS COMPANY LIMITED WARRANTY AGREEMENT

Class 8 Standard Service (On-Highway) Warranty

UNITED STATES

THIS LIMITED WARRANTY AGREEMENT ("AGREEMENT") LISTS THE RESPECTIVE RIGHTS AND RESPONSIBILITIES OF YOU, PETERBILT MOTORS COMPANY ("PETERBILT"), AND THE SELLING PETERBILT DEALER ("SELLING DEALER"). PLEASE READ THIS LIMITED WARRANTY CAREFULLY.

Peterbilt warrants directly to you that the Peterbilt vehicle ("Vehicle") identified below will be free from defects in materials and factory workmanship ("Warrantable Failures") appearing under normal commercial use and service during the time or mileage limitations set forth in the attached Warranty Schedule (dated 11/09). **The Vehicle warranty extends only to you, the First Purchaser.**

YOUR SOLE AND EXCLUSIVE REMEDY AGAINST PETERBILT AND THE SELLING DEALER ARISING FROM YOUR PURCHASE AND USE OF THIS VEHICLE IS LIMITED TO THE REPAIR OR REPLACEMENT OF "WARRANTABLE FAILURES" AT AUTHORIZED UNITED STATES AND CANADIAN PETERBILT DEALERS, SUBJECT TO PETERBILT'S TIME AND MILEAGE LIMITATIONS LISTED IN THE ATTACHED VEHICLE ONLY WARRANTY SCHEDULE. The maximum time and mileage limitation in the Warranty Schedule begin on the Date of Delivery to the First Purchaser, as shown below. **The accrued time and mileage is calculated when this Vehicle is brought into an Authorized Dealer for correction of Warrantable Failures.**

WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY

This limited warranty is the sole warranty made by Peterbilt and the Selling Dealer. Except for the above limited warranty, Peterbilt and the Selling Dealer make no other warranties, express or implied. PETERBILT AND THE SELLING DEALER EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IT IS AGREED THAT PETERBILT AND THE SELLING DEALER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO: LOSS OF INCOME OR LOST PROFITS; VEHICLE DOWNTIME; THIRD PARTY DAMAGE, INCLUDING DAMAGE OR LOSS TO OTHER VEHICLES OR PROPERTY, ATTACHMENTS, TRAILERS AND CARGO; LOSS OR DAMAGE TO PERSONAL CONTENTS; COMMUNICATION EXPENSES; LODGING AND/OR MEAL EXPENSES; FINES; APPLICABLE TAXES OR BUSINESS COSTS OR LOSSES; ATTORNEY'S FEES; AND ANY LIABILITY YOU MAY HAVE IN RESPECT TO ANY OTHER PERSON OR ENTITY.

The following components may be warranted directly to you by their respective manufacturers and are NOT warranted by Peterbilt: engine and engine accessories, Allison automatic transmission, fifth wheel, tires, wheels and rims, tubes, pintle hook, hitch, batteries not listed in the Vehicle Schedule, trade accessories (such as fire extinguishers, refrigerators, chains, emergency kits, and tools), and items not installed by the Peterbilt factory at the time of the Vehicle's manufacture.

Peterbilt does not warrant antifreeze, lubricants, bulbs, fuses, filters, mud-flaps, winter front, wiper nozzles, wiper blades, filter elements, or any other part which is considered a maintenance item.

You are responsible for the safe operation and maintenance of the Vehicle, as specified in the applicable Operator's Manuals. You are responsible for providing proof that all recommended inspections and maintenance have been performed. Before the expiration of the applicable warranty, you must notify an Authorized Dealer of any Warrantable Failures and make the Vehicle available for repair by such Authorized Dealer. You are responsible for delivery of the Vehicle to the Authorized Dealer. Locations in the United States and Canada of authorized Peterbilt dealers may be found on WWW.PETERBILT.COM

PETERBILT IS NOT RESPONSIBLE FOR WEAR AND TEAR OR WEAROUT OF COVERED PARTS, storage deterioration, or changes in adjustment resulting from your use of the Vehicle. This includes, but is not limited to, wear or damage to brake and clutch linings, clutch brake, belts, upholstery, wheel balancing or axle alignment. This list is offered as an example only and shall not be construed as all inclusive.

Peterbilt does not warrant metallic chassis (frame) paint. Peterbilt is not responsible for paint chipping or fading, peeling paint from frame bolts relating to maintenance, paint peeling from road chemical or salt damage, or corrosion caused by damage to a cab, hood, or sleeper panel or to finish paint.

Damage due to accident, misuse, abuse, neglect, negligence, improper or insufficient maintenance, or unauthorized modification is not warranted.

All warranties are null and void should a Vehicle be converted to a motor coach, motor home, or recreational vehicle.

Vibrations, squeaks, loose fitting and hose leaks, unusual noises, rattles, loose nuts/bolts and hose/electrical connections can develop during the early use of the vehicle. Peterbilt will make the necessary adjustments under warranty up to the earlier of the first 25,000 miles or the first 90 days after the Date of Delivery.

Chassis Number(s) (17-digit VIN)

Customer Initials_____

Parts used to repair a Warrantable Failure may be new parts, approved remanufactured parts, or repaired parts. Peterbilt is not responsible for failures resulting from the use of parts not approved by Peterbilt. A new or approved remanufactured part used to repair a Warrantable Failure assumes the identity of the part it has replaced and is entitled to the remaining warranty coverage, if any.

Peterbilt is not responsible for towing or roadside assistance should there be a defect in the Vehicle. **Peterbilt is not responsible for damage or loss resulting from engine horsepower/torque upgrades.**

Peterbilt reserves the right to inspect and download data from the Vehicle and Engine Electronic Control Modules (ECM) for purposes of failure analysis.

TIME LIMIT ON COMMENCING LEGAL ACTION / OTHER TERMS

It is agreed that you have 12 months from the accrual of the cause of action to commence any legal action arising from the purchase or use of the Vehicle, or be barred forever.

To the extent any provision of this limited warranty is found to contravene the law of any jurisdiction, the remainder of the warranty shall not be affected thereby.

PETERBILT MOTORS COMPANY

By: Douglas K. Gunter

National Warranty Manager

Date of Sale: _____

Date of Delivery to First Purchaser: _____

Dealer Name/Code: / _____

City, State: _____

By: _____

Authorized Dealer Representative/Title

I, the undersigned have read the above limited warranty agreement including the attached schedules and understand and accept its terms and acknowledge receipt of a copy of the agreement (3 pages).

X _____ Date: _____

First Purchaser's Signature

Optional Extended Limited Vehicle Coverage: **Customer Initials:** _____

I, the above signed, have elected not to purchase an optional extended limited Vehicle coverage at this time on the Vehicle(s) covered by this document.

Reference: _____

First Purchaser's Name (Company or Individual)

Contact Name: _____

Mailing Address: _____

The following pre-delivery items are to be performed by the dealer at the time of the vehicle delivery. Sign off each item as verification that it was performed

☐	Review Operation & Service Manual with customer.	Peterbilt Motors Company A DIVISION OF PACCAR 1700 Woodbrook St. Denton, TX 76205-7864
☐	Explain and demonstrate vehicle accessory operation to customer.	
☐	Explain maintenance program to customer.	
☐	Re-Explain Peterbilt Warranty to customer. **Dealers Initials:** _____	

Chassis Number(s) (17-digit VIN)

Customer Initials _____

PETERBILT MOTORS COMPANY

Class 8 Standard Service (On-Highway) Warranty Schedule

UNITED STATES

VEHICLE ONLY

THIS VEHICLE WARRANTY SCHEDULE APPLIES ONLY TO ORIGINAL FACTORY EQUIPMENT AND IS SUBJECT TO THE TERMS AND LIMITATIONS IN THE ATTACHED LIMITED WARRANTY AGREEMENT. Pursuant to the terms of the attached Limited Warranty Agreement, Peterbilt Motors Company will pay warranty claims for Warrantable Failures within the following maximum limits in time or mileage, **whichever shall occur first**. The Warrantable Failure must be brought to the attention of an Authorized Dealer within 30 days of discovery.

	MONTHS	MILES
Basic Vehicle This coverage applies to the basic highway Vehicle, except for additional coverage and warranty exclusions.	12	100,000
Major Components Eaton, Meritor & Dana Spicer front axle (beam, spindles, kingpin & kingpin bushings, steering arm, tie rod & tie rod arms). Eaton, Meritor & Dana Spicer rear axle, differential assembly, axle shafts & axle housing. Manual transmissions Eaton Auto Shift transmission Bendix and Meritor brakes, brackets, cam shafts, spiders and slack adjusters (excludes Air Disc Brakes). Structural components of the cab, hood, hood half fenders and sleeper. Sheppard and TRW steering gears.	36	300,000
Eaton Hydraulic Launch Assist (HLA) Model 320 Accumulator*, Pump Motor Assy, Transfer Case, ECU, Reservoir *Bladder component is excluded as it is a maintenance item	12	Unlimited
Frame, Gussets, Crossmembers and Cab Corrosion Frame rails, gussets, crossmembers and A-brace. Cab, hood and sleeper perforation caused by corrosion from within. This warranty does not apply to corrosion caused by damage to a cab, hood and sleeper panel or to finish paint.	60	500,000
Other Coverage		
PACCAR Batteries	12	100,000
Gaskets and Wheel Seals	12	50,000
Cab, Hood & Sleeper Paint	12	100,000
Frame Paint – Black only	12	100,000
Frame Paint – All colors other than black	6	50,000
Frame Paint – Logger, Mixer, Dump, Refuse, Oil Field & Construction applications	3	25,000

Chassis Number(s) (17-digit VIN)

Customer Initials_____

Addendum to Solicitation

Tempe

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchasing

Issue Date: April 8, 2015

This addendum will modify and/or clarify: Solicitation No.: 15-097

and is Addendum No. 1

Procurement Description: Refuse Vehicles

Below is a modification to the Evaluation Criteria that will be utilized during the review of submittals – change is highlighted.

Award Criteria			Weight	x	Rating	=	Points
1	Cost		8 (32%)	x		=	
	a	Base Vehicle					
	b	Options					
	c	Diagnostic Software and cables					
	d	Training					
2	Ability to meet or exceed requested parameters		6 (25%)	x		=	
	a	Specifications					
	b	Experience in producing units meeting Tempe specifications					
	c	Warranty Offered					
	d	Guaranteed cycle times for packing operations, etc.					
	e	References – to include Tempe's experience with offered units when applicable					
	f	Delivery Time (subject to liquidated damages if not met)					
3	Functionality of unit		4 (17%)	x		=	
	a	Curb to Curb turning diameter					
	b	Wall to Wall turning distances					
	c	Height of unit					
4	Local parts inventory, warranty and service availability (or the ability to provide an acceptable alternative)		3 (13%)	x		=	
5	Training for Service Technician & Support		2 (8%)	x		=	
	a	Quality and Variety of Manuals Offered					
	b	Quality and Variety of Training Offered					
	c	Quality and quantity of diagnostic tools and software offered					
	d	Vehicle diagnostic support					
6	Overall response to RFP		1 (5%)	x		=	
	a	Quality, composition and completeness of response					
	b	Acceptance of Terms and Conditions of the RFP					
						Total	

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

Rush Truck Center
NAME OF COMPANY

Chris Ryan
BY NAME (please print) TITLE

9600 W. Roosevelt St.
ADDRESS (or PO Box)

602-422-8100
TELEPHONE

Tolleson, Az 85353
CITY STATE ZIP

AUTHORIZED SIGNATURE

Addendum to Solicitation

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchasing

This addendum will modify and/or clarify:	Solicitation No.:	15-097
and is	Addendum No.	2
	Procurement Description:	Refuse Vehicles

The Proposal Due Date/Time has been changed to:

Wednesday, May 13, 2015 at 3:00pm local time

Following are question that have been submitted for RFP 15-097 (Refuse Vehicles) and the City's response.

Question
On page 58 there is an option cost for a single rear axle with lift tag axle in lieu of a the basic tandem rear axle spec. Am I supposed to give you the cost of the entire chassis or a partial line item cost increase/decrease for switching to this spec?

Answer
This line is requesting a price difference for changing to the lift tag axle from the specified tandem axle truck

Question
Also again I don't see where as part of the base chassis spec starting on page 25 you have requested a lift axle, but then in the options section there are references on options to control the deployment of said axle

Answer
This references the lift tag axle in the question above

Question
On page 60 item 9 you ask for pricing to go with standard suspension and deduct the tag axle as well. However, I don't see prior where you spec'd in the tag axle as part as the standard chassis section. If I missed something, please let me know, but as I read this the basic chassis spec is CNG, 20k front with 40k rear.

Answer
Line item 9 on price sheet for Front Load vehicle should have been deleted.

Question
Rear Loader and Front Loader Section A "One slow fill nozzle on the front bumper and one slow fill nozzle and one fast on the right side of the truck". The Majority of all CNG fueling modules and boxes are on the left side (streetside) of the truck. Will this be acceptable?

Answer
Right side is needed because of the traffic pattern at the Transit yard for CNG fueling.

Continued on next page

Question
Each hydraulic section asks about a front mount or transmission mounted PTO setup. Does the City have a preference if each is available?

Answer
Rear Loader and Front Loader – Front mount is preferred but we will evaluate the distance it extends the front bumper area.
Side Loader – Transmission mount.

Question
The City is asking for a Safety Vision SV-CLCD-65 or approved Equal camera. Attached is a camera model that we offer and would like to get approved. It is a McNeilus brand camera with a better warranty than most other brands.

Answer
The camera appears to be "or equal" so it is acceptable.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

Rush Truck Center
NAME OF COMPANY

Chris Ryan
BY NAME (please print) TITLE

9600 W. Roosevelt St
ADDRESS (or PO Box)

602-420-8100
TELEPHONE

Tolleson, Az 85353
CITY STATE ZIP

AUTHORIZED SIGNATURE

Addendum to Solicitation

Tempe

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchasing

This addendum will modify and/or clarify: Solicitation No.: 15-097

and is Addendum No. 3

Procurement Description: Refuse Vehicles

The City has modified the air suspension, requested as an option on the price sheet, to be specific to a Hendrickson Primaax EX Pax 462 or equal.

The line from each of the various price sheet configurations is displayed below:

Price Sheet – Rear Load

Description		Unit Cost
Rear load refuse vehicle		$
Options		Cost
26	Full air suspension on conventional tandem – Hendrickson Primaax EX Pax 462 or equal	$ 2,780.00

Price Sheet – Side Load

Description		Unit Cost
Side Load refuse vehicle		$
Options		Cost
27	Full air suspension on conventional tandem – Hendrickson Primaax EX Pax 462 or equal	$ 2,780.00

Price Sheet – Front Load

Description		Unit Cost
Front load refuse vehicle		$
Options		Cost
23	Full air suspension on conventional tandem – Hendrickson Primaax EX Pax 462 or equal	$ 2,780.00

Hendrickson Primaax includes:
6X6M anti lock system

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

Resch Truck Center
NAME OF COMPANY

Chris Ryan
BY NAME (please print) TITLE

9600 W. Roosevelt St.
ADDRESS (or PO Box)

602-422-8100
TELEPHONE

Tolleson, AZ 85353
CITY STATE ZIP

AUTHORIZED SIGNATURE

Addendum to Solicitation

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchasing

This addendum will modify and/or clarify: Solicitation No.: 15-097

and is Addendum No. 4

Procurement Description: Refuse Vehicles

Following is a correction to the specifications for the Front Load Refuse body.

In original document

I	Hydraulics			Vendor Response		
				Yes	No	Exception
	5		Preferred hydraulic system shall be fuel efficient and designed in a way to provide pressure and flow from the system pump(s) only when needed. This design shall utilize idle or very near idle engine RPM for functions			
		a	Pump(s) shall have full load sensing controls that provide power only when needed and thus reduce HP draw from the engine when hydraulic functions are not being used			
		b	System shall be designed in a way so that the hydraulic pump(s) will only provide the minimum flow required for each specific hydraulic function when commanded			
		c	System shall be designed in a way so that the pump(s) will go to zero flow and low pressure standby when no hydraulic functions are commanded regardless of engine speed			
		d	System shall contain a valve that assures a positive shutdown of the pump in case of system failure resulting in large amounts of fluid loss. In the event of a hose rupture or other catastrophic loss of fluid, the shutdown valve shall stop all functions and prevent any additional fluid loss. Valve(s) shall be mounted directly to outlet of pump(s) for maximum reduction of fluid loss			
			Give a detailed description how your hydraulic system will accomplish this goal.			

Revised specifications

I	Hydraulics			Vendor Response		
				Yes	No	Exception
	5		It is preferred that the hydraulic system shall be designed in a way to provide pressure and flow from the system pump(s) only when needed. This design shall utilize idle or very near idle engine RPM for functions	X		
		a	If load sensing system is used is it a proven design guaranteed to operate system in the same fashion as a convention pump setup	X		
		b	System shall contain a valve that assures a positive shutdown of the pump in case of system failure resulting in large amounts of fluid loss. In the event of a hose rupture or other catastrophic loss of fluid, the shutdown valve shall stop all functions and prevent any additional fluid loss. Valve(s) shall be mounted directly to outlet of pump(s) for maximum reduction of fluid loss	X		

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

Rush Truck Center
NAME OF COMPANY

Chris Ryon
BY NAME (please print) TITLE

9600 W. Roosevelt St.
ADDRESS (or PO Box)

602-422-8100
TELEPHONE

Tolleson, Az 85353
CITY STATE ZIP

AUTHORIZED SIGNATURE

Addendum to Solicitation

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchasing

This addendum will modify and/or clarify: Solicitation No.: 15-097

and is Addendum No. 5

Procurement Description: Refuse Vehicles

While it is the primary intention of the City to purchase complete units, the City has determined that there are special circumstances when only a cab and chassis **or** refuse body may be needed. The price sheet has been modified to include this option. Return this modified price sheet with your submission

In the case of a refuse body only purchase, the City would provide the chassis and the vendor would be responsible for complete installation of a refuse body to include all labor and elements necessary to produce a complete working vehicle.

Question

	Response
Is the submitting firm willing to sell only a cab and chassis unit or refuse body as separate element?	yes, chassis
If firm is willing, please complete the modified price sheet and submit with your proposal.	

Complete all price sheets which can be found on the following pages

Price Sheet – Rear Load - Modified per Addendum 5

Return this Section with your Response

Quantities listed on the price sheet are for City of Tempe projected purchases for the initial four years of the contact but does not obligate the City to order or accept more than actual needs and availability of appropriated funds permit. The contract(s) will be evaluated on an annual basis for compliance with bid specifications and performance to determine if available contract extensions will be utilized.

Upgrades must be net and include any reduction related to the cost of the base unit as specified

Pricing must be inclusive of all costs including. The City will not pay fuel surcharges or any cost beyond those stated below.

Description		Unit Cost		
Rear load refuse vehicle – Complete Unit		$		
	Cab and Chassis only	$ 162,555.00		
	Refuse Body Only – installed on City provided chassis	$ —		
Options		Cost		
1	Upgrade to disk brakes	$ 1,753.00		
2	Exterior engine hour meter readable from ground level, engine oil pressure activated or by OEM computer that only accrues hours when engine running	$ 400.00		
3	Heavy duty pintle hitch – mounted so that the contact point with the pintle eye will be 29" off the ground	$ —		
4	Trailer brake controller to be installed within easy reach of driver. Trailer connector to be provided. Standard 7-way RV style wired to be compatible with Tempe vehicles	$ —		
5	Bolt on shovel holder – with shovel provided. Holder shall be made in such a way that allows easy mounting and dismounting of shovel without the use of tools and securely holds the shovel while vehicle is being driven up to and including highway speeds	$ —		
6	Bolt on rake holder – with rake provided. Holder shall be made in such a way that allows easy mounting and dismounting of shovel without the use of tools and securely holds the shovel while vehicle is being driven up to and including highway speeds	$ —		
7	Spare wheel and mounted tire for front axle	$ no bid		
8	Spare wheel and mounted tire for rear axle	$ no bid		
9	Deduct – Change to Diesel Engine Cummins ISL (345hp)	$ – 3,415.00		
10	Deduct – Remove transmission integral retarder	$ – 4,896.00		
11	Meritor FUELite Tandem axle in a 6x2 configuration in lieu of conventional tandem	$ No bid		
12	Cab and Chassis diagnostic software, cables, adaptors and any required updates during the life of the vehicle or 10 years whichever occurs first **must** be supplied. Indicate software to be included below – indicate if included or needed in column to right	$		
		Yes	No	Not Required
	a. Engine diagnostic software and cables		✓	
	b. Transmission diagnostic software and cables		✓	
	c. Anti-Lock brake diagnostic software and cables		✓	
	d. Chassis diagnostic software and cables		✓	
	e. Regenerative exhaust system diagnostic software and cables		✓	
	f. Other diagnostic software and cable to be supplied – list below:			
13	Body diagnostic software, cables, adaptors and any required updates during the life of the vehicle or 10 years whichever occurs first **must** be supplied. Indicate software to be included below – indicate Yes or No in column to right:	$		
		Yes	No	Not Required
	a. Refuse body diagnostic software			
	b. Other diagnostic software – list below			

14	Service Technician Training - per person Factory authorized maintenance and repair training for engine. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expenses (if out of the Phoenix area)	$ 1,750.00
15	Service Technician Training – per person Factory authorized maintenance and repair training for transmission. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expenses (if out of the Phoenix area)	$ no bid
16	Service Technician Training – per person Factory authorized maintenance and repair training for Chassis unit. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expenses (if out of the Phoenix area)	$ no bid
17	Service Technician Training – per person Factory authorized maintenance and repair training for refuse unit. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expenses (if out of the Phoenix area)	$ — $
18	Roadway Displays Inc message board frame, two (2) per truck (2-1/4" x 95-1/2" x 31-1/2" to include frame and installation	$ —
19	Twenty (20) lb dry chemical ABC rated fire extinguisher with bracket mounted on body	$ —
20	Grote #64123 LED amber lights – quantity of two, mounted on rear of truck wired to alternately flash with in cab control switch	$ —
21	Amber strobe light (LED) – quantity of one (1) mid mounted tail gate with in cab control switch	$ —
22	Cone Holder	$ —
23	Zonar GPS/Pretrip system – newest version available to the market. Hardware and complete installation only – **no** monthly monitoring costs	$ —
24	Air operated cab jack with hydraulic override if air system is not working.	$ 95.00
25	Full air suspension on conventional tandem – Hendrickson Primaax EX Pax 462 or equal	$ 2,780.00
26	Vulcan scale system with Haulmax suspension 6x4 configuration	$ —
27	Vulcan scale system with Air Suspension 6x4 configuration	$ —
28	Vulcan scale system with Meritor FUELite 6x2 configuration	$ —
29	Super single tires on tandem axle with aluminum wheels	$ -1,613.00
30	Optional ~~32/33 CY body~~ with pusher axle (diesel fuel only)	$ 7,863.00
	State estimated maximum payload while maintaining legal weight limits as defined by the Arizona bridge formula for 32/33 CY body.	
Other supplier recommended options (including extended warranties) – add pages if needed.		
		$
		$
		$
		$
		$

Price Sheet – Side Load – Modified per Addendum 5

Return this Section with your Response

Quantities listed on the price sheet are for City of Tempe projected purchases for the initial four years of the contact but does not obligate the City to order or accept more than actual needs and availability of appropriated funds permit. The contract(s) will be evaluated on an annual basis for compliance with bid specifications and performance to determine if available contract extensions will be utilized.

Upgrades must be net and include any reduction related to the cost of the base unit as specified

Pricing must be inclusive of all costs including. The City will not pay fuel surcharges or any cost beyond those stated below.

Description				Unit Cost
Side Load refuse vehicle				$
Cab and Chassis only				$ 162,555
Refuse Body Only – installed on City provided chassis				$ —
Options				**Cost**
1	Single drive rear axle with dual wheels –with liftable tag with dual wheels per specifications below			$ 1,263.00
	a	26,000# minimum axle rating with largest brakes available – would prefer 31,000# rating – indicate compliance to right		
		a	Specify manufacturer, model and rating	Dana Spicer S26-140 26,000 lb.
		b	Specify brake size	16.5 x 8.6 drive 16.5 x 7 Tag
	b	23,000# minimum liftable tag axle (Watson-Chalin or equal) – indicate compliance to right		yes
		a	Specify manufacturer, model and rating	Watson Chalin AL 2200 23,000 #
		b	Specify brake size	16.5 x 7"
	c	Rear suspension rating shall exceed axle ratings– indicate compliance to right		
	d	Drive axle to have spring suspension		
		a	Provide manufacturer, model and rating of drive suspension	Reyco 102CC 29,000#
	e	Liftable tax axle to be air suspension– indicate compliance to right		
		a	Provide manufacturer, model and rating of tag suspension	Included in Watson Chalin AL 2200
2	Auto down feature for liftable tag based on weight on drive axle (manual override to be included)			$ —
3	Meritor FUELite Tandem axle in a 6x2 configuration in lieu of conventional tandem			$ not available
4	Upgrade to disk brakes Included on single drive and Tag			$ 1,802.00
5	Exterior engine hour meter readable from ground level, engine oil pressure activated or by OEM computer that only accrues hours when engine running			$ 400.00
6	Meritor FUELite Tandem axle in a 6x2 configuration in lieu of conventional tandem			no bid
7	Bolt on shovel holder – with shovel provided. Holder shall be made in such a way that allows easy mounting and dismounting of shovel without the use of tools and securely holds the shovel while vehicle is being driven up to and including highway speeds			$ —
8	Spare wheel and mounted tire for front axle			$ no bid
9	Spare wheel and mounted tire for rear axle			$ no bid
10	Deduct – Change to Diesel Engine Cummins ISL (345hp)			$ - 3,415.00
11	Deduct – Remove integral transmission retarder			$ — 4,896.00
12	Deduct – Change to conventional real axle setup with **no** liftable tag			$? in base spec.
13	Cab and Chassis diagnostic software, cables, adaptors and any required updates during the life of the vehicle or 10 years whichever occurs first **must** be supplied. Indicate software to be included below – indicate if included or needed in column to right			$ not offered Yes
	a. Engine diagnostic software and cables			
	b. Transmission diagnostic software and cables			

	c. Anti-Lock brake diagnostic software and cables			
	d. Chassis diagnostic software and cables			
	e. Regenerative exhaust system diagnostic software and cables			
	f. Other diagnostic software and cable to be supplied – list below:			
14	Body diagnostic software, cables, adaptors and any required updates during the life of the vehicle or 10 years whichever occurs first **must** be supplied. Indicate software to be included below – indicate Yes or No in column to right:	$		
		Yes	No	Not Required
	a. Refuse body diagnostic software			
	b. Other diagnostic software – list below			
15	Service Technician Training - per person Factory authorized maintenance and repair training for engine. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expenses (if out of the Phoenix area)	$ 1,750.00		
16	Service Technician Training – per person Factory authorized maintenance and repair training for transmission. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expenses (if out of the Phoenix area)	$ no bid		
17	Service Technician Training – per person Factory authorized maintenance and repair training for Chassis unit. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expenses (if out of the Phoenix area)	$ no bid		
18	Service Technician Training – per person Factory authorized maintenance and repair training for refuse unit. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expenses (if out of the Phoenix area)	$ —		
19	Roadway Displays Inc message board frame, two (2) per truck (2-1/4" x 95-1/2" x 31-1/2" to include frame and installation	$ —		
20	Twenty (20) lb dry chemical ABC rated fire extinguisher with bracket mounted on body	$ —		
21	Grote #64123 LED amber lights – quantity of two, mounted on rear of truck wired to alternately flash with in cab control switch	$ —		
22	Amber strobe light (LED) – quantity of one (1) mid mounted tail gate with in cab control switch	$ —		
23	Cone Holder	$ —		
24	Zonar GPS/Pretrip system – newest version available to the market. Hardware and complete installation only – **no** monthly monitoring costs	$ —		
25	Air operated cab jack with hydraulic override if air system is not working.	$ 95.00		
26	Full air suspension on conventional tandem – Hendrickson Primaax EX Pax 462 or equal	$ 2,780.00		
27	Vulcan scale system with Haulmax suspension 6x4 configuration	$ —		
28	Vulcan scale system with Air Suspension 6x4 configuration	$ —		
29	Vulcan scale system with Meritor FUELite 6x2 configuration	$ —		
30	Super single tires on tandem axle with aluminum wheels	$ -1,613.00		
31	Optional ~~33 CY body~~ with tandem axle and 13,500 liftable steerable tag axle.	$ 7,926.00		
	State estimated maximum payload while maintaining legal weight limits as defined by the Arizona bridge formula for 33CY body.			
Other supplier recommended options (including extended warranties) – add pages if needed.				

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

McNeilus
NAME OF COMPANY

Jon Loftis - Sales Manager
BY NAME (please print) TITLE

4724 W. Roosevelt St.
ADDRESS (or PO Box)

480-489-8806
TELEPHONE

Phoenix AZ 85043
CITY STATE ZIP

AUTHORIZED SIGNATURE

Price Sheet – Front Load – Modified per Addendum 5

Return this Section with your Response

Quantities listed on the price sheet are for City of Tempe projected purchases for the initial four years of the contact but does not obligate the City to order or accept more than actual needs and availability of appropriated funds permit. The contract(s) will be evaluated on an annual basis for compliance with bid specifications and performance to determine if available contract extensions will be utilized.

Upgrades must be net and include any reduction related to the cost of the base unit as specified

Pricing must be inclusive of all costs including. The City will not pay fuel surcharges or any cost beyond those stated below.

Description		Unit Cost
Front load refuse vehicle		$
	Cab and Chassis only	$ 162,555
	Refuse Body Only – installed on City provided chassis	$ —
Options		**Cost**
1	Upgrade to disk brakes	$ 1,753.00
2	Exterior engine hour meter readable from ground level, engine oil pressure activated or by OEM computer that only accrues hours when engine running	$ 400.00
3	Bolt on shovel holder – with shovel provided. Holder shall be made in such a way that allows easy mounting and dismounting of shovel without the use of tools and securely holds the shovel while vehicle is being driven up to and including highway speeds	$ —
4	Spare wheel and mounted tire for front axle	$ no bid
5	Spare wheel and mounted tire for rear axle	$ no bid
6	Deduct – Change to Diesel Engine Cummins ISL (345hp)	$ -3,415.00
7	Deduct – Remove integral retarder	$ -4,896.00
8	Cab and Chassis diagnostic software, cables, adaptors and any required updates during the life of the vehicle or 10 years whichever occurs first **must** be supplied. Indicate software to be included below – indicate if included or needed in column to right	$
		Yes / No ✓ / Not Required
	a. Engine diagnostic software and cables	✓
	b. Transmission diagnostic software and cables	✓
	c. Anti-Lock brake diagnostic software and cables	✓
	d. Chassis diagnostic software and cables	✓
	e. Regenerative exhaust system diagnostic software and cables	✓
	f. Other diagnostic software and cable to be supplied – list below:	
9	Body diagnostic software, cables, adaptors and any required updates during the life of the vehicle or 10 years whichever occurs first **must** be supplied. Indicate software to be included below – indicate Yes or No in column to right:	$
		Yes / No / Not Required —
	a. Refuse body diagnostic software	
	b. Other diagnostic software – list below	
10	Service Technician Training - per person Factory authorized maintenance and repair training for engine. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expenses (if out of the Phoenix area)	$ 1,750.00
11	Service Technician Training – per person Factory authorized maintenance and repair training for transmission. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expenses (if out of the Phoenix area)	$ no bid
12	Service Technician Training – per person	$ no bid

	Factory authorized maintenance and repair training for Chassis unit. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expenses (if out of the Phoenix area)	
13	Service Technician Training – per person Factory authorized maintenance and repair training for refuse unit. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expenses (if out of the Phoenix area)	$ — $
14	Roadway Displays Inc message board frame, two (2) per truck (2-1/4" x 95-1/2" x 31-1/2" to include frame and installation	$ —
15	Twenty (20) lb dry chemical ABC rated fire extinguisher with bracket mounted on body	$ —
16	Grote #64123 LED amber lights – quantity of two, mounted on rear of truck wired to alternately flash with in cab control switch	$ —
17	Amber strobe light (LED) – quantity of one (1) mid mounted tail gate with in cab control switch	$ —
18	Cone Holder	$ —
19	Zonar GPS/Pretrip system – newest version available to the market. Hardware and complete installation only – **no** monthly monitoring costs	$ —
20	Air operated cab jack with hydraulic override if air system is not working.	$ 95.00
21	Full air suspension on conventional tandem – Hendrickson Primaax EX Pax 462 or equal	$ 2,780.00
22	Vulcan scale system with Haulmax suspension 6x4 configuration	$ —
23	Vulcan scale system with Air Suspension 6x4 configuration	$ —
24	Vulcan scale system with Meritor FUELite 6x2 configuration	$ —
25	Super single tires on tandem axle with aluminum wheels	$ -1,613.00
26	Optional ~~43 CY body~~ with steerable tag axle	$ 7,926.00
	State estimated maximum payload while maintaining legal weight limits as defined by the Arizona bridge formula for 43 CY body.	—
Other supplier recommended options (including extended warranties) – add pages if needed.		
		$
		$
		$
		$
		$

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

Rush Truck Center
NAME OF COMPANY

Chris Ryan
BY NAME (please print) TITLE

9600 W. Roosevelt St
ADDRESS (or PO Box)

602-422-8100
TELEPHONE

Tolleson, AZ 85353
CITY STATE ZIP

AUTHORIZED SIGNATURE

Addendum to Solicitation

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchasing

Issue Date: 05/12/2015

This addendum will modify and/or clarify: Solicitation No.: 15-097

and is Addendum No.: 6

Procurement Description: Refuse Vehicles

The Proposal Due Date/Time has been changed to:

Wednesday, May 20, 2015 at 3:00pm local time

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

Rush Truck Center
NAME OF COMPANY

Chris Ryan
BY NAME (please print) TITLE

9600 W. Roosevelt St.
ADDRESS (or PO Box)

602-422-8100
TELEPHONE

Tolleson, Arizona 85353
CITY STATE ZIP

AUTHORIZED SIGNATURE

rushtruckcenters.com

Rush Truck Center - Phoenix | 9600 West Roosevelt Street | Tolleson, Arizona 85353 | 602-422-8100 | 602-422-8175 fax

May 11, 2015

City of Tempe

RE: RFP 15-097

Additional options for consideration.

1. Stainless steel external sun visor.	ADD $325.00
2. Donaldson ECG Pre-cleaner.	ADD $110.00
3. Delete double brake pedal.	Deduct $700.00
4. Delete Allison 5 yr. warranty.	Deduct $982.00

George Beal

Sales Representative

Tempe

CITY OF TEMPE
REQUEST FOR COUNCIL ACTION

Council Meeting Date: mm/dd/yy
Agenda Item:

ACTION: Award a one-year contract with four, one-year renewal options to Rush Truck Centers of Arizona for the purchase of refuse vehicles to be used by the Public Works Department.

FISCAL IMPACT: Total cost of this one-year contract will not exceed $ 2,300,000. Sufficient funds have been budgeted in the Solid Waste Fund – cost centers 3713 (Residential)– for the anticipated expenditure in the current fiscal year.

RECOMMENDATION: Award the contract.

BACKGROUND INFORMATION: (RFP 15-097) The City of Tempe issued a Request for Proposal (RFP) to establish a contract for the purchase of refuse vehicles used for the collection of residential and commercial refuse.

The City of Tempe's trash and recycling operational programs include; residential collection of trash and recyclables, commercial/industrial collection of trash and recyclables, and residential uncontained bulk/brush collection. Ongoing analysis and optimization of fleet operations is resulting in a reduction of the number of vehicles needed to efficiently provide quality service to Tempe residents and businesses. The current fleet of collection vehicles is comprised of 47 units:

Type	Used For	Quantity
Side Loader	Residential – Trash/Recyclables	21
Front Loaders	Commercial/Industrial – Trash/Recyclable	12
Rear Loaders	Residential – Uncontained Bulk/Brush	9
Roll-Off Loaders	Commercial/Industrial – Trash/Recyclable	5

This request is for the purchase of six automated side load vehicles used in the weekly residential trash and recycling collection operation. These units will replace vehicles that have reached the point in their lifecycle where they have exhausted the ability to be efficient, effective and achieve the overall lowest cost of operation. This request includes the purchase of three vehicles which were scheduled for replacement in fiscal year 2014/2015 but were not purchased pending ongoing budget and operational analysis. Funds for these vehicles have been rolled forward into the current fiscal year.

This contract also established pricing for front load and rear load that may be purchased under this contract in future years.

The City's vehicle replacement strategy is based on the analysis of capital costs, depreciation, operating costs, maintenance costs, and residual value at auction. Fleet Services determines the lowest annualized cost of equipment to establish replacement guidelines that provide the lowest overall vehicle cost.

Industry best practices suggest a seven-year replacement cycle for automatic side load vehicles – 45% of the current residential collection fleet (automated side loaders) is more than seven-years old. The replacement vehicles requested in this RFCA will reduce the 'over seven-year old' percentage to 15% which strengthens the City's ability to provide a consistent level of customer service to Tempe residents.

Additionally, this request includes an option to upgrade the vehicles to be compressed natural gas (CNG) powered which adds approximately $38,000 to the cost of each vehicle. Incorporating CNG fueled vehicles into the fleet is an element of Public Works fuel diversification strategy and reflects the department's commitment to provide fiscally and environmentally sustainable services. Based on current fleet cost records, the incremental cost for CNG equipment can be recovered in approximately four years.

Evaluation Process

Six firms submitted offers representing 25 truck/body combinations. Three firms submitted offers for bodies only – these offers were not reviewed since the City was looking for complete units and only requested costs for 'body only' for unique circumstances. The three remaining firms offered 'body only' pricing in addition to complete vehicles as part of their responses.

The responses were scored on the following criteria:

Criteria	Weight
Cost	8 (32%)
Base vehicle	
Options	
Requested vehicle parameters	6 (25%)
Specifications	
Experience in producing units	
Warranty	
Guaranteed cycle times	
References	
Delivery time	
Functionality of unit	4 (17%)
Turning distances	
Height of unit	
Weight of unit	
Local parts and service	3 (13%)
Training and support	2 (8%)
Manuals offered	
Training offered	
Diagnostic tools	
Diagnostic support	
Overall response to RFP	1 (5%)
Quality, composition & completeness	
Acceptance of terms and conditions	

Results of Scoring

Each type of vehicle was reviewed and scored separately – front load, side load, and rear load.

Front Loader

Firm	Chassis/Body	Overall Score	Cost	Warranty Body/Floor/Cylinders (Months)
Rush Truck Centers of Arizona	Peterbilt/McNeilus	227.67	$ 293,994	60/84/48
Freightliner of Arizona	AutoCar/McNeilus	227.21	$ 297,960	60/84/48
Vanguard Truck Center	Mack/McNeilus	226.90	$ 289,049	60/84/48
Rush Truck Centers of Arizona	Peterbilt/Bridgeport	224.55	$ 282,740	60/12/12
Freightliner of Arizona	AutoCar/Bridgeport	224.35	$ 286,706	60/12/12
Vanguard Truck Center	Mack/Bridgeport	224.12	$ 277,795	60/12/12
Vanguard Truck Center	Mack/Dadee	219.72	$ 312,998	60/84/48
Rush Truck Centers of Arizona	Peterbilt/Labrie	219.19	$ 307,555	24/24/60
Rush Truck Centers of Arizona	Peterbilt/Dadee	218.02	$ 317,943	60/84/48
Freightliner of Arizona	AutoCar/Dadee	217.72	$ 321,908	60/84/48
Freightliner of Arizona	AutoCar/Labrie	213.01	$ 311,521	24/24/60

Cost is for base vehicle only (no tax) – pricing for options were evaluated but are not included

Highlighted entry is recommended for award

Through the utilization of the Request for Proposal (RFP) procurement process, the City is able to evaluate not only the cost of a vehicle but several other factors which are equally important when making a best value decision. The best value decision included the analysis of; 244 individual specification elements, unit operating times, unit weights, warranty, build experience of offeror, delivery time, functionality of unit, parts availability, and dealer support.

While there are four offers with lower outright costs, two primary evaluation criteria indicate that the higher cost unit from Rush Truck Centers of Arizona is a better value for the City. The recommended firm has offered a significantly longer warranty than three of the lower priced firms and offered the lightest chassis of the group which allows the finished unit the ability to carry more refuse and reduce overall operating costs.

The increased cost associated with this recommendation is approximately 5.6% higher that the low submitting firm, however, the warranty increases by 72 months on the floor and 36 months on the cylinders as opposed to the lower priced firm.

Rear Loader

Firm	Chassis/Body	Overall Score	Cost	Warranty Body/Floor/Cylinders (Months)
Rush Truck Centers of Arizona	Peterbilt/McNeilus	227.93	$ 272,851	60/84/48
Vanguard Truck Center	Mack/McNeilus	227.35	$ 265,996	60/84/48
Freightliner of Arizona	AutoCar/McNeilus	226.86	$ 276,264	60/84/48
Vanguard Truck Center	Mack/Dadee	225.28	$ 270,745	60/84/48
Freightliner of Arizona	AutoCar/Dadee	224.95	$ 279,103	60/84/48
Vanguard Truck Center	Mack/Heil	220.58	$ 284,439	60/60/60
Freightliner of Arizona	AutoCar/Heil	220.37	$ 294,007	60/60/60
Rush Truck Centers of Arizona	Peterbilt/Leach	220.14	$ 267,555	24/24/60
Vanguard Truck Center	Mack/Wayne	217.81	$ 269,321	60/0/60
Freightliner of Arizona	AutoCar/Wayne	217.16	$ 279,589	60/0/60
Freightliner of Arizona	AutoCar/Leach	214.09	$ 270,968	24/24/60

Cost is for base vehicle only (no tax) – pricing for options were evaluated but are not included
Highlighted entry is recommended for award

Through the utilization of the Request for Proposal (RFP) procurement process, the City is able to evaluate not only the cost for a vehicle but several other factors which are equally important when making a best value decision. The best value decision included the analysis of; 209 individual specification elements, unit operating times, unit weights, warranty, build experience of offeror, delivery time, functionality of unit, parts availability, and dealer support.

While there are five offers with lower outright costs, two primary evaluation criteria indicate that the higher cost unit from Rush Truck Centers of Arizona is a better value for the City. The recommended firm has offered a significantly longer warranty than three of the lower price firms and offered the lightest chassis of the group which allows the finished unit the ability to carry more refuse and reduce overall operating costs.

The increased cost associated with this recommendation is approximately 2% higher than the low submitting firm, however, the warranty increases by 84 months on the floor, incurs a 12 month loss in cylinder warranty but adds load capacity of 846 pounds as opposed to the lower priced firm.

Side Loader

Firm	Chassis/Body	Overall Score	Cost	Warranty Body/Floor/Cylinders (Months)
Rush Truck Centers of Arizona	Peterbilt/Dadee	236.22	$ 327,386	60/84/48
Vanguard Truck Center	Mack/Dadee	235.44	$ 321,688	60/84/48
Freightliner of Arizona	AutoCar/Dadee	231.14	$ 331,305	60/84/48

Cost is for base vehicle only (no tax) – pricing for options were evaluated but are not included

Highlighted entry is recommended for award

Through the utilization of the Request for Proposal (RFP) procurement process, the City is able to evaluate not only the cost for a vehicle but several other factors which are equally important when making a best value decision. The best value decision included the analysis of; 245 individual specification elements, unit operating times, unit weights, warranty, build experience of offeror, delivery time, functionality of unit, parts availability, and dealer support.

While there is one offer with a lower outright cost, the evaluation indicates that the higher cost unit from Rush Truck Centers of Arizona is a better value for the City. The recommended firm has offered the lightest chassis of the group which allows the finished units the ability to carry more refuse and reduce overall operating costs.

The increased cost associated with this recommendation is approximately 1.8% higher that the low submitting firm, however, the carrying capacity of the unit increases by 2,867 pounds as opposed to the lower priced firm.

Summary

It is recommended that a contract be awarded to Rush Truck Center of Arizona, the high scorer for each of the categories, whose offer represents the best overall value to the City.

Although the committee is recommending a firm who is modestly higher in initial purchase cost, it is strongly believed that the longer warranties and greater load capacities associated with these refuse vehicles will create greater value over time that will far exceed this initial cost difference.

ATTACHMENTS: Vendor offer page

STAFF CONTACT(S): John Osgood, Deputy Public Works Director – Field Operations, (480) 350-8949

Department Director: Renie Broderick, Internal Services Director
Legal review by: David Park, Assistant City Attorney
Prepared by: Tony Allen, CPPB, Procurement Officer

Fiscal Impact: The amount of the grant award from July 1, 2015 through June 30, 2017 is $50,000. Funds will be disbursed as $25,000 payable now, $25,000 payable in 2016. Sufficient budget appropriations for expenditure of this grant were authorized in the Governmental Grants Fund (Fund 46) as part of the fiscal year 2015-16 adopted budget.

ADOPTED

5C4. REMOVED/DELETED ~~Adopt a resolution authorizing the Mayor to execute a Development Agreement and License Agreement with Transmosis Corporation relating to the operation of a pilot workforce accelerator program focused on creating, building and growing technology companies and training underserved regional populations for careers in the broader technology industry within the Tempe Performing Arts Center building, located at 132 East Sixth Street. (Resolution No. R2015.87)~~

Fiscal Impact: ~~The City will pay all utility expenses for the portion of the Tempe Performing Arts Center building licensed to the developer, up to $2,000 per month. The developer will pay all utility expenses that exceed this amount. Sufficient funds have been appropriated in General Fund cost center 3241 (Facilities Services) as part of the fiscal year 2015/16 adopted budget to cover the utility expenses.~~

THIS ITEM WAS REMOVED/DELETED FROM THE AGENDA

6. NON-CONSENT AGENDA

All items listed on the Non-Consent Agenda will be considered separately. Agenda items scheduled for Introduction and First Public Hearing will be heard, but will not be voted upon at this meeting. Agenda items scheduled for Second Public Hearing and Final Adoption will be voted upon tonight.

Quasi-judicial items are indicated by "q-j". The City Council sits as a quasi-judicial body when hearing variances. In this situation, the City Council must conduct itself as a court, not as a legislative body. Pre-meeting contact with the City Council on quasi-judicial matters is prohibited. Any materials or conversations concerning the item shall only be presented to the City Council at the scheduled public hearing.

A. Miscellaneous Items/Bids/Contracts/Resolutions

6A1. Award a one-year contract with four, one-year renewal options to Rush Truck Centers of Arizona for the purchase of refuse vehicles to be used by the Public Works Department.

Fiscal Impact: Total cost of this one-year contract will not exceed $2,300,000. Sufficient funds have been budgeted in the Solid Waste Fund – cost centers 3713 (Residential) – for the anticipated expenditure in the current fiscal year.

APPROVED

B. Ordinances and Items for Introduction and First Hearing

***6B1.** Introduce and hold the first public hearing to adopt an ordinance for an Amended Planned Area Development Overlay and a Development Plan Review for a new mixed-use 14-story development for 1000 EAST APACHE, located at 1000 East Apache Boulevard. The applicant is Snell & Wilmer LLC. The second and final public hearing is scheduled for August 27, 2015. (Ordinance No. O2015.40)

REQUEST FOR PROPOSAL CITY OF TEMPE

REQUEST FOR PROPOSAL : 15-097

RFP ISSUE DATE: 04/01/2015
Commodity Code(s): 002-22

PROCUREMENT DESCRIPTION: Refuse Vehicles

PROPOSAL DUE DATE/TIME: **Wednesday, April 29, 2015, 3:00 P.M. Local Time**
Late proposals will not be considered.

PROPOSAL RESPONSE MUST BE DELIVERED TO CITY PROCUREMENT OFFICE.

Mailing Address: P.O. Box 5002, Tempe, AZ 85280
Street Address: 20 E. Sixth Street (2nd Floor), Tempe, AZ 85281

Mailing Alert: Firms should use the Street Address to ensure on-time express deliveries. The Mailing Address provided above routes through the City's internal mail distribution center and may impact delivery time.

PRE-PROPOSAL CONFERENCE (if scheduled): N/A

DEADLINE FOR INQUIRIES: Friday, April 17, 2015, 5:00 P.M., Local Time

Sealed proposals must be received and in the actual possession of the City Procurement Office on or before the exact Proposal Due Date/Time indicated above. Proposal responses will be opened and each Offeror's name will be publicly read. Prices are not read and shall be kept confidential until award. Late proposals will not be considered.

Proposals must be submitted by a sealed envelope/package with the Request for Proposal number, Offeror's name and address clearly indicated on the envelope/package. **It is critical that the RFP number be included on the front of the envelope to ensure proper handling.**

Proposals must be completed in ink or typewritten and a completed proposal response returned to the City Procurement Office by the Proposal Due Date/Time indicated above. The "Vendor's Offer" (Form 201-B RFP) must be completed and signed in ink. Proposals by electronic transmission, telegraph, mailgram or facsimile will not be considered.

Offerors are asked to immediately and carefully read the entire Request for Proposal and not later than ten (10) days before the Proposal Due Date/Time, address any questions or clarifications to the Procurement Officer identified below:

Tony Allen , CPPB E-mail: tony_allen@tempe.gov Phone No: (480)350.8548
Procurement Officer

Award recommendations are publicly posted to the City Procurement Office web page **www.tempe.gov/procurement** and at the Procurement Office reception counter.

Submit one (1) original signed and completed proposal response for evaluation purposes. For this specific RFP, two (2) additional copies of RFP response on Flash Drive are also to be submitted for evaluation purposes. A late, unsigned and/or materially incomplete proposal response will be considered nonresponsive and rejected.

The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses.

Michael Greene, C.P.M.
Central Services Administrator

Vendor's Offer

Form 201-B (RFP)

"Return this Section with your Response"

It is required that Offeror complete, sign and submit the original of this form to the City Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response and/or a materially incomplete response will be considered nonresponsive and rejected.

Offeror is to type or legibly write in ink all information required below.

Company Name: _____

Company Mailing Address: _____

City: _____ State:_____ Zip:_____

Contact Person: _____ Title: _____

Phone No.: _____FAX:_____E-mail:_____

Company Tax Information:

Arizona Transaction Privilege (Sales) Tax No.: _____ or

Arizona Use Tax No.:_____

Federal I.D. No.: _____

City & State Where Sales Tax is Paid: _____, _____

If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.:_____

THIS PROPOSAL IS OFFERED BY

Name of Authorized Individual (TYPE OR PRINT IN INK) _____

Title of Authorized Individual (TYPE OR PRINT IN INK)_____

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

_____ _____

Signature of Authorized Offeror **Date**

(H:/RFP 3-2008)

INSTRUCTIONS TO PROPOSERS

Failure to follow these instructions shall result in rejection of proposal for non-responsiveness or cancellation of any Contract awarded.

1. **Preparation of Proposal:**

   A. Proposals shall be submitted to the City of Tempe ("City") in the sequence specified herein, on the forms attached hereto, including Vendor's Offer, Form 201-B (RFP).

   B. All proposals shall be submitted on the forms provided in this Request for Proposal, signed by an authorized signer and returned with the proposal response to the City.

   C. Completed and signed proposal forms for offer, acceptance and any solicitation amendments shall be signed by an authorized individual. Such proposal constitutes an irrevocable Offer to sell the good and/or service specified herein. Offeror shall submit all additional data, documentation, or information as requested by the City, signifying its intent to be bound by the terms of the Request for Proposal.

   D. Negligence in preparation of a proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the proposal response. The City shall not reimburse any costs for a proposal, or its submission, presentation or withdrawal, for any reason.

   E. Offeror shall identify each subcontractor to be utilized in the services and/or work set forth herein, in the proper form as indicated.

2. **Late, Unsigned and/or Incomplete Proposal:** A late, unsigned and/or materially incomplete proposal will be considered nonresponsive and rejected.

3. **Inquiries:** Questions regarding this Request for Proposal shall be directed to the City Procurement Officer identified on the cover page of this document, unless another City contact is specifically named. Inquiries shall be submitted in writing, identifying the appropriate Request for Proposal's number, page and paragraph at issue. PLEASE NOTE: Offeror must not place the Request for Proposal's number on the outside of an envelope containing questions. Oral responses provided by the City shall have no binding effect or legal effect. Inquiries should be submitted no later than ten (10) days before proposal due date/time. Those received within ten (10) days of the proposal due date/time shall not be considered. The City reserves the right to contact Offerors to obtain additional information for use in evaluating proposal and solicitation requirements.

4. **Proposal Conference:** If a proposal conference is scheduled, Offeror shall attend the conference to seek clarification of any points of confusion or requirements at issue.

5. **Withdrawal of Proposal:** At any time before the specified proposal due date and time, an Offeror may withdraw its proposal by way of written correspondence from the Offeror or its authorized representative.

6. **Proposal Addenda:** Receipt and acceptance of a Request for Proposal Addendum shall be acknowledged by signing and returning the document either with the vendor's proposal response or by separate envelope prior to proposal due date/time. Failure to sign and return an addendum prior to the proposal due date/time may result in the proposal being considered nonresponsive to that portion of the Request for Proposal and may result in rejection.

7. **Evaluation:** The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth therein. The City reserves the right to reject any and all proposals.

8. **Payment:** For a single requirement purchase, the City will make an effort to remit payment within thirty (30) calendar days from receipt and approval of acceptable products, materials and/or services and approval of correct invoice. For ongoing term Contract purchases, the City will make an effort to remit payment within thirty (30) calendar days from approval of monthly statement.

9. **Discounts:** Payment discounts periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. The City shall be entitled to receive any discounts offered by Offeror, if payment is made within the discount period.

10. **Compliance with City Solicitation Requirements:** Unless stated otherwise in this Request for Proposal, the City reserves the right to award by individual line item, by group of items, or as a total at the City's discretion. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request for Proposal.

11. **Award of Contract:** A proposal shall constitute a binding Offer to Contract with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a formal Contract from the City Procurement Office ("Contract"). Unless this Request for Proposal includes separate contract document(s) or requires the Offeror to submit a contract for review, a contract shall be formed when the City Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All items and conditions of the Contract are contained herein, unless modified by an amendment approved by the City. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the vendor's Offer to be considered non-responsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.

12. **Taxes:** All materials, equipment and/or products shall be proposed as F.O.B. City, prepaid. Unless specified herein, sales, use or federal excise tax shall not be included in proposal pricing. The City is exempt from payment of federal excise tax. For proposal evaluation, transaction (sales) privilege tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at www.tempe.gov/salestax.

13. **Payment by City Procurement Card:** The City Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Price Sheet of this Request for Proposal its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a proposal.

14. **Proposal Results:** Offerors may attend the scheduled proposal opening at which the name of each Offeror will be publicly read. All other information contained in the proposals shall be kept confidential until contract is awarded. After award of contract, an appointment may be made with the City Procurement Officer to review proposal documents. Formal Contract award results shall be placed on the Procurement Office web page (www.tempe.gov/procurement) and posted at the front counter of the Procurement Office at the time the Contract award is approved by the City Council. Award recommendations may also be viewed via the City Clerk's web site normally up to five (5) days prior to the scheduled City Council meeting by visiting (http://documents.tempe.gov/sirepub/web).

15. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the City Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the proposal opening shall be filed prior to the proposal due date/time. A protest concerning an award recommendation must be filed within ten (10) business days after the date of award. Up to five (5) days before award of a contract, the City Procurement Office will post award recommendations on the City Clerks web site at (http://documents.tempe.gov/sirepub/?sort=meet_date) and at the Procurement Office front counter and website for public review (www.tempe.gov/procurement). A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or Contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents, and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.

16. **Compliance of Proposal Offeror/Contractor Forms:** Any documents or forms (including separate contract, maintenance agreement or training agreement intended by the Offeror to be utilized in any resulting Contract, must be submitted with proposal. Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with vendor's proposal Offer and approved by the City Procurement Office.

17. **Definitions:** For purposes of this Request for Proposal and resultant Contract, the following definitions apply:

A. "City" means the municipal corporation of the City of Tempe, Arizona.

B. "Code Governance" means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.

C. "Contract" means the agreement for the procurement of goods, services, work, construction or concessions.

D. "Contractor" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.

E. "Offer" means a written offer to furnish goods, services, work, materials, construction and/or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.

F. "Offeror" means a business, entity or person who submits an Offer in response to a competitive solicitation.

G. "Public Record" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.

H. "Purchase Order" means a document issued by the City Procurement Office directing the Contractor to deliver goods, services, work, materials, construction and/or concessions to the City.

I. "Request for Proposal" means a competitive solicitation issued by the City for the procurement of goods, services, work, materials, construction and/or concessions.

18. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if the Offeror's proposed product(s) and/or service(s) is/are capable of performing the function(s) specified in the Request for Proposal.

It is recognized that more than one method may be used to accomplish the sought after task functionality. If Offeror has an alternate method of performing functional tasks, then Offeror shall list such method as an "alternate", and described in full detail within the Proposal. The City shall be the sole judge as to whether any alternate methodology will be accepted.

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by the Offeror. Should no Offeror be found totally responsive to all designated Request for Proposal requirements, the City at its option, may either award the Contract to the most responsive Offeror or cancel the Request for Proposal and issue another Request for Proposal for the need under revised specifications.

19. **Technical Questionnaire:** Offeror must complete the Technical Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers to the Questionnaire. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required to be responsive to the Request for Proposal and will be relatively evaluated against other proposals in making a final award decision.

If supporting documentation is required, Offeror shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a Proposal.

20. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposals. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the proposals and the evaluation documentation shall be open for public inspection.

21. **Technical Proposal Opening:** Technical proposals (as received in step one of a two step bidding process) shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in the evaluation. Evaluation documentation to substantiate technical proposal selection(s) shall be open for public inspection.

22. **Proposal Evaluation and Award:** Award(s) shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposal. The City shall be the sole judge as to the acceptability of the products and/or services offered.

23. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial Offers through an exchange or series of exchanges. Should the City elect to call for final proposal revisions (best and final Offers), Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:

A. Determine in greater detail such Offeror's qualifications;

B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;

C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and

D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

24. **Code Governance**: Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.

25. **Public Record**: Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award. Material portions of the recommended Offer(s) as determined by the City may be posted to the City's web site up to five (5) days prior to the City Council meeting.

STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions shall be fully complied with by Offeror. Failure to comply with these requirements may result in rejection of a proposal for non-responsiveness, or cancellation or termination of any awarded Contract.

1. **Applicable Law:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Request for Proposal and resultant Contract, and all statutes or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.

2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq*., including but not limited to, Arizona Executive Orders Nos. 2006-13 and 2005-02, with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.

3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of the Contractor and/or City. The City shall not be penalized or adversely affected for exercise of its termination rights. Further, the City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.

4. **Certification:** By signing the "Vendor's Offer", form 201-B (RFP), the Offeror certifies:

   A. The submission of the vendor's proposal Offer response did not involve collusion or other anti-competitive practices.

   B. Offeror agrees that it will comply with section 2-603(5) of the Tempe City Code ("TCC"), and will not refuse to hire or employ or bar or discharge from employment any person or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Offeror further agrees to provide a copy of its antidiscrimination policy to the City's Procurement Officer to demonstrate compliance with TCC section 2-603(5), or attest in writing to its compliance in accordance with the attached Affidavit of Compliance.

   C. Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to sign the "Vendor's Offer" or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Offeror may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.

   D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.

E. The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq*., and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law, it will fully indemnify the City for any and all losses arising from or relating to any violation thereof.

F. Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.

6. **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

7. **Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511.

8. **Contract Formation:** This Contract shall consist of this Request for Proposal and the vendor's proposal Offer submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Offeror and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.

9. **Contract Modifications:** This Request for Proposal and resultant Contact may only be modified by a written contract modification issued by the City Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the City Procurement Office and issuance of an official modification notice.

10. **Contracts Administration:** Contractor must notify the designated Procurement Officer from the City's Procurement Office for guidance or direction of matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

11. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this Contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.maricopa.gov/Materials/SAVE/save-members.pdf for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity.

    Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others. Contractor shall be responsible for correctly administering this Contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

12. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.

13. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, vendor proposal Offers may specify items that have been given an energy efficient classification by the federal government for consideration by the City.

14. **Billing:** All invoices submitted by Contractor for the City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Request for Proposal. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.

15. **Estimated Quantities:** This Request for Proposal references quantities as a general indication of the City's needs. The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Request for Proposal; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.

16. **Events of Default and Termination:**

    A. The occurrence of any or more of the following events shall constitute a material breach of and default under the Contract. The City reserves the right to terminate the whole or any part of the Contract due to Contractor's failure to fully comply with any term or condition herein.

        i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;

        ii) Any failure by Contractor to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor herein, including but not limited to failing to submit any report required herein;

iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives the City reason to believe that Contractor cannot or will not perform to the requirements of the Contract; or,

iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.

B. Upon and during the continuance of an event of default, the City, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:

i) Terminate the Contract;

ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,

iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result there from, including, any and all costs and expenses incurred by the City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the Project; (b) costs incurred in selecting and retaining substitute Contractor for the purchase of services, materials and/or work from another source; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising there from.

C. The exercise of any one of the City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.

D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.

E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.

17. **Termination for Convenience**: The City at its sole discretion may terminate this Contract for convenience with thirty (30) days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the Contract up to the termination date specified.

18. **Force Majeure:**

A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

B. Force majeure shall not include the following occurrences:

i) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.

ii) Late performance by a subcontractor.

C. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or certified mail when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.

19. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of gratuity.

20. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.

21. **Interpretation of Parole Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

Contractor shall respond within five (5) calendar days after notice by the City of any defects and/or maintenance requests to immediately remedy the condition of the job site. Should the Contractor fail to respond promptly as set forth herein, the City shall correct the job site at the expense of the Contractor, and recover all attendant costs.

22. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.

A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to the City.

B If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall replace each person with personnel of substantially equal ability and qualifications upon prior City approval.

23. **Licenses and Permits:** Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor, at its sole expense.

24. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City.

25. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

City of Tempe Procurement Office
Attn: Procurement Officer
20 E. 6th Street (Second Floor)
PO Box 5002
Tempe, Arizona 85280

[Contractor's Name]
[Attn of Offeror Named in Contract]
[Address]

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

26. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by the City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by the City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.

27. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the Contract.

28. **Performance Standards**: Equipment shall operate in accordance with the performance criteria specified in the Request for Proposal, including the manufacturer's published specifications applicable to the machine involved. Each machine is expected to be available for productive use, as provided in the procurement documents. Penalties and/or bonuses applicable to machine and system performance, if any, shall be calculated as specified in the Request for Proposal.

29. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.

30. **Procurement of Recycled Materials:** If the price of recycled material that conforms to specifications is within five percent (5%) of the lower priced material that is not recycled and the recycled Offeror is otherwise the lowest responsive and responsible Offeror, the proposal containing recycled material shall be considered more advantageous; provided the item(s) to be obtained contains at least the minimum amount of recycled content material as defined in the City's solicitation and sufficient funds have been budgeted for the purchase.

31. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract will forthwith be physically amended to make such insertion or correction.

32. **Public Record:** After award of Contract, proposal responses shall be considered public record and open for public inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its proposal response is confidential, the Offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-1330, *et seq.* A general statement of confidentiality (boiler plate statement) that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.

33. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or City Procurement Office.

34. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.

35. **Rights and Remedies:** No provisions of this Request for Proposal or in the proposal shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, shall not release the Contractor from any responsibilities or obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

36. **Safety Standards:** All items supplied on this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

37. **Serial Numbers:** Proposals shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.

38. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.

39. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to the City that neither Contractor nor any affiliate or representative of Contractor:

    A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 ("Order");

    B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);

    C. Is engaged in activities prohibited in the Order; or,

    D. Has been convicted, pleaded *nolo contendre*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

40. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify the City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. The City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.

41. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapon's permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.

42. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract, and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:

    A. All workmanship shall be finest and first-class;

    B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and,

    C. All services will be performed in a good and workmanlike manner. Contractor's warranties shall survive inspection, acceptance and/or payment by the City, and shall run to the City, its successors, agents and assigns.

    The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City's satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.

43. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to the City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold the City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.

44. **Non-exclusive Contract:** Any Contract resulting from this Request for Proposal shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source to secure cost savings or if timely delivery may be met by the Contractor

45. **Ordering Process:** Upon award of a Contract by the City Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.

46. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.

47. **Delegated Awards**: In the event this Contract is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the Contractor acknowledges that a final Contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this Contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.

Special Terms and Conditions

Proposals taking exception to Special Terms & Conditions stated within this Request for Proposal may cause the Proposal to be considered nonresponsive and rejected.

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in vendor's proposal Offer being considered nonresponsive, and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, Contract termination and/or suspension of the Contractor.

2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires the vendor's proposal Offer in response to this Request for Proposal to be valid and irrevocable for 120 days after the proposal due time and date.

3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.

4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, canceled or extended as otherwise provided herein.

5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of four (4) additional years. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of one (1) year each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.

6. **Price Adjustment:**

   A. The Procurement Office will review fully documented requests for price increases after the Contract has been in effect for six (6) months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office. After the City approves a price increase the Contractor shall not be eligible to receive an additional increase until six (6) months from the date of the last approved price increase.

   B. Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the City Procurement Office to assure the price increase request was received.

   C. The Contractor shall offer any published price reduction or if applicable to Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the terms of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.

7. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to assure that any ensuing Contracts will allow the City to fulfill current and future requirements, the City reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each Offeror.

8. **Insurance:**

A. Insurance Required: Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Offerors with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

A Contract Award Notice or Purchase Order will not be issued to a Vendor until receipt of all required insurance documents by the City Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be in force and on file with the City Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the City Procurement Office or the award may be rescinded and another Vendor selected for award.

B. Minimum Limits of Coverage: Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

i. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

a. *Commercial General Liability*

Commercial general liability insurance limit of not less than $1,000,000 for each occurrence, with a $2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per occurrence limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as insurance service officer policy form CG2010 11/85 edition or any replacement thereof.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance.

Such policy shall contain a "severability of interests" provision.

b. *Worker's Compensation*

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of services; and employer's liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

In case services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

c. *Automobile Liability*

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than $1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

C. Additional Insured. The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance. This provision and the naming of the city as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of this Contract.

E. Primary Coverage. Contractor's insurance shall be primary insurance to the City, and any insurance or self insurance maintained by the City shall not contribute to it.

F. Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.

G. Waiver. The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Contractor.

H. Deductible/Retention. The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self insured retentions shall be disclosed by the contractor and shall not be applicable with respect to the coverage provided to the City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and the City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

I. Certificates of Insurance. Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.

J. Copies of Policies. The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt 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.

9. **Payments - After Acceptance of Delivery:** Payment in full shall be made to the Contractor within thirty (30) days after receipt and acceptance of delivery by the City, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.

Package Label

Please cut out and attach the following label to the outside of your submission.

RFP 15-097

Refuse Vehicles

Due Date: Wednesday, April 29, 2015

Submitting Firm: _____

Address: _____

_____

When dropping off at the Procurement office, dial **8329** for assistance.

Proposal response must be in the possession of the City of Tempe Procurement Office by the stated due date and time.

US Mail parcels sent to the City of Tempe PO Box may not be delivered to the Procurement Office for 24 hours or more after receipt by the City because of internal mail processing procedures. Please keep this potential time delay in mind when **US Mail Service** is utilized.

Delivery addresses are shown below for your convenience.

If sending via US Mail:

Tony Allen
City of Tempe
Financial Services/Procurement Office
P O Box 5002
Tempe, AZ 85280

If sending via courier, FedEx, UPS or hand delivery:

Tony Allen
City of Tempe
Financial Services/Procurement Office
20 E Sixth St (2nd Floor)
Tempe, AZ 85281

Format of Documents

This document has been issued in Word format to allow the responding firm the ability to provide requested information, answer questions, and provide pricing within the actual document. **The answers boxes in the tables are auto expanding and will allow you to insert as much information as you feel is required.**

It is required that your Flash drive copies of your response be returned in Word format.

The signature page can be submitted as a pdf document.

Any supplemental documentation that you feel is necessary for your response should be in pdf format, however, the scan should be optimized to low resolution.

For both the hard copy and flash drive copies it is only necessary to include the items marked:

"Return this Section with your Response"

However, each respondent may submit any information it feels necessary to complete their submission.

Scope of Work

The City of Tempe is issuing this Request for Proposal to establish a one-year contract with four one-year renewal options for the purchase of refuse vehicles – front load, side load and rear load – for use by the Solid Waste Division.

The City of Tempe contract for refuse vehicles has historically been utilized by agencies throughout the state, however, no volume by other entities will be guaranteed. It is in the best interest of vendor to provide option lists beyond those requested in this RFP to be incorporated as part of the awarded contract to be utilized by cooping agencies. Provide complete information and pricing for all optional items submitted – the optional pricing information shall include all cost for the item, eg, if a different size body is shown as an option the price quoted shall include all cost changes related to the change – cost of wheelbase change, cost change for rear frame overhang, etc.

The City reserves the right to make multiple awards and/or to award contracts by line items or aggregate award. Submitters are not required to bid all items in order to be considered for award.

Anticipated Purchases

The chart below indicates the number of vehicles currently anticipated to be purchased by the City of Tempe over the potential life of the contract.

Fiscal Year	Front Load	Side Load	Rear Load
2015/2016	3	6	
2016/2017	2	3	1
2017/2018	2	3	1
2018/2019	1	3	
2019/2020	2	3	
Total	**10**	**18**	**2**

Specifications – Cab and Chassis

Return this Section with your Response

Desired minimum specification for vehicle chassis. Any exceptions to the desired specifications must be explained. Any omission from these specifications shall not relieve the contractor from the responsibility of furnishing a vehicle with all necessary components, accessories, controls, technical advice and supervision for efficient operation.

All specifications are preferred unless noted otherwise. If your product does not at least meet the indicated minimum specifications, or you are offering an equivalent brand, you must indicate "No" and provide details about your offering in the exception column. The decision to accept or reject the vendor offered substitution is at the sole discretion of the City of Tempe.

The City will be the sole determiner of acceptability of 'approved equals'.

Specification Multiplier

Item marked with are required – if not included, offer may be considered non-responsive
Items marked with will be scored with a multiplier of 5
Items marked with will be scored with a multiplier of 3
Unmarked items will have no multiplier

A	Cab			Vendor Response		
				Yes	No	Exception
	1	2 door COE Design - **Required**				
		a	Specify Manufacturer			
		b	Specify Model			
		c	Specify Warranty			
	2	Instruments – Fuel, voltmeter, oil pressure, air pressure, water temperature, transmission temperature, tachometer, & speedometer.				
		a	Each gauge shall be independently wired and grounded. Units with "Smart Gauge" systems will not be accepted unless software, hardware and training is provided to allow the City the ability to reprogram and reset gauges.			
	3	Driver's seat with air lumbar support, National Seating model Standard Plus or Captain series or equal high-back, low profile air ride– cloth covered.				
		a	Drives seat shall be mounted in a way to provide the maximum amount of rearward adjustment that the cab will allow providing maximum legroom for driver.			
	4	Matching air ride Passenger seat supplied with air control on right side of seat - cloth covered.				
	5	Dual windshield wipers and washers				
	6	Dual sun visors				
	7	AM/FM/CD radio				
	8	Tinted safety glass				
	9	All windows, excluding windshield, to be covered with the darkest available high performance metalized film (complaint with local legal requirements).				
		a	Windshield shall have a full width strip, 4" to 5" wide, of tint along the top edge across the entire windshield			
	10	Door windows shall be power assisted with controls easily accessible to the driver.				
		a	Motors shall be mounted inside the door and shall not protrude past door panel			
	11	Dual 6" x 16" collapsible west coast mirrors with 8" convex mirror mounted at base of frame				
	12	Dual air conditioning system. Factory installed dash air system and roof air system designed to operate with A/C coming out dash and roof vents at the same time if needed. To be of sufficient size and rating for use in ambient				

			temperatures of up to 120 degrees Fahrenheit.			
	13		Roof air conditioning will incorporate a Red Dot R-2000 ceiling mount evaporator or equal. All repair components to be available locally. Condenser to be factory installed dual fan, roof mount. Unit and all components, including condenser, installed in a manner that does not interfere with any of the truck or refuse operational controls.			
	14		Factory installed heater and defroster			
	15		LED chassis lighting package incorporating solid mounts with mid body turn signal is **required**			
	16		All wiring must be neatly loomed and routed			
	17		12 volt cigarette lighter style power accessory receptacle within easy access of driver is to be provided – minimum 15 amp rating			
	18		Double/extended brake pedal			
	19		Color Nutmeg – AXALTA (Dupont) Imron Elite or equal)			
	20		Any wiring or plumbing running up the side or over the roof of body shall be protected from tree limbs, or other obstructions, that might contact the body			
		a	Weather pack connectors shall be used at all connectors that might be subject to inclement weather.			
		b	All areas where wiring passes through sheet metal and panel openings are to be grommeted			
	21		Mud flaps installed on front and rear fenders to keep mud and debris from getting on refuse box or any components – no advertising allowed			
	22		Metal shield to be mounted ahead of front tandem tires and extend downward a sufficient length to prevent mud and debris from getting on refuse box or any components.			
	23		Full engine enclosure and cab floor heat and noise insulation to be provided			
		a	Insulation is to cover the complete underside of the "doghouse" and extend out both sides coating the cab floor			
		b	Bayseal 2.7P closed cell roofing foam or approved equal			
		c	Ceramic insulating beads added into topcoat for additional heat reflective properties			
	24		Full cab wall and roof insulation to be provided – minimum R-18			
		a	Area behind driver shall be fully insulated and finished – floor to headliner with the exception of rear window			
B	Chassis			Vendor Response		
				Yes	No	Exception
	1		GVRW – **minimum** 58,000#			
	2		Wheel-base, cab to axle and overhang shall all meet respective body manufacturer's requirements. It is the vendor's responsibility to design the unit and guarantee legal load limits and weight distribution using average weights under normal conditions.			
	3		Frame rails of sufficient strength and rating to withstand continuous refuse truck service. The RBM rating of at least 3,000,000 in the main section, primarily of bolted construction with as few rivets as possible.			
		a	No welding or frame rails or cross members			
		b	No drilling of frame rail flanges			
	4		Front axle - 20,000# **minimum** with springs and shocks			
	5		Springs and spring hangers for front axle to exceed the rating of the axle.			
	6		Rear axle – Tandem axles with dual wheels and a **minimum** 40,000# rear axle rating – Meritor MT40-14X .			
	7		Axles to have outboard drums and hub seals.			
	8		6.14 gear ratio to optimize refuse can to can power and speed, and be able to obtain approximately 60 mph road speed.			
		a	State gear ratios and MPH calculations offered			
	9		Rear suspension – Hendrickson Haulmaax HMX-400 or approved equal. Suspension capable of withstanding a minimum GVWR of 40,000 #.			

		a	Specify Brand, Model and rating offered			
	10	Rear suspension – Hendrickson HMX-400 or approved equal. Suspension capable of withstanding a GVWR of 60,000#.				
		a	Specify Brand, Model and rating offered			
	11	Brakes – dual circuit anti-lock, air				
		a	S cam actuators with automatic slack adjusters **required**			
		b	18.0 CFM **minimum** compressor			
		c	Air dryer with replaceable cartridge shall be included – spin on preferred			
		d	Air system to have air coupling or stem valve to allow pressurization of system from an outside source			
		e	Air tanks shall be plumbed to allow manual draining without getting under the vehicle			
		f	State front brake size			
		g	State rear brake size – Tandem Drive Axle			
	12	Parking Brake – air activated release, spring loaded				
	13	Tires – radial tubeless with standard highway tread (must be new tires – no retreads)				
		a	Size - 315/80R22.5 load range L			
	14	Wheels – Aluminum disc, 10 hole hub-piloted				
	15	Fuel Tank Capacity – approximately 70 gallon DFE				
		a	State tank capacity			
	16	A means for towing vehicle with wrecker must be provided. Pick up loops or eyes on front of vehicle strong enough to tow the vehicle with the front wheels off the ground. Must have a front bumper.				
	17	Hydraulic power steering				
		a	Reservoir shall be mounted that allows checking and filling from ground level			
	18	Smallest available steering wheel to be installed				
		a	State outside diameter of wheel to be provided			
C	Engine			Vendor Response		
				Yes	No	Exception
	1	EPA compliant electronically controlled, water cooled, 4 cycle CNG engine. Cummins ISL-G (320 HP) minimum or equal.				
		a	State Manufacturer			
		b	State Model			
		c	State Horsepower			
		d	State Torque			
		e	State year of manufacture			
	2	It is required that engine, injectors, fuel pump, turbo, and after treatment if equipped, be warranted for 5 years/100,000 miles with no deductible				
	3	Oil Filter – full flow, spin-on				
	4	Air Cleaner – dry type – dual element. Air intake for the engine must be from a point above roof of cab and properly bonneted to keep out moisture. Intake system to have restriction gauge mounted on the air cleaner housing.				
	5	Coolant Filtration System – spin on type with pre charged element				
	6	Cooling system must have the largest heavy-duty components available with coolant recovery system. Cooling system filter equipped. Manufacturer must state that cooling system will keep engine at normal operating temperature in very dusty conditions and in temperatures that can reach 120 degree Fahrenheit. The preferred cooling system will have no more than one radiator, frontally mounted.				
		a	Metal surge tank preferred			
		b	If plastic tank used, it must be warrantied for a minimum of five (5) years for workmanship, cracks, leaks or sun damage			
		c	Hoses (radiator, by-pass and heater) – Gates Blue Stripe or equal			

		d	Hose clamps to be worm drive compatible with silicone rubber			
	7		Turbo shall have a separate heat shield to deflect heat from cab floor or vehicle interior			
	8		Engine alarm and shutdown system for high water temperature and low oil pressure. System must be OEM approved.			
	9		Engine supplied with high quality fuel filtering system to remove all impurities, including water, from the fuel with spin on filter.			
	10		Alternator – 12 volt Delco HD 33Si series 135 amp **minimum**.			
		a	State alternator manufacturer, model and amperage			
	11		Batteries – 3 ea 12 volt low, or maintenance free, 2250 CCA **minimum**			
	12		Cables professionally formed and routed with the shortest cable possible to reduce voltage drop and amp loss.			
	13		Batteries housed in covered container that is resistant to corrosion and yet must be easily accessible for servicing.			
	14		Unit **must** be supplied with a battery cut off switch with lockout. The switch is to be mounted as close to the batteries as possible and wired to interrupt the positive battery feed.			
		a	Fused circuit to maintain power to cab radio for retention of set station memory			
		b	No keyed battery disconnect switches			
	15		Exhaust System – Proper heat shielding is required to preclude refuse debris from contacting any heat sources created by the turbo and exhaust system components. Height of system, including diffuser, should not exceed height of body.			
D	Transmission			Vendor Response		
				Yes	No	Exception
	1		Allison automatic – 4500 RDS, 6 speed – wide ratio			
		a	Push button selector			
		b	Filter – spin-on, located conveniently for service			
		c	Transmission oil to air or oil to coolant water cooler			
	2		Equipped with internal retarder			
	3		Dipstick provided – must be accessible from the ground without tilting the cab.			
	4		Transmission **must** be supplied from the factory with Allison approved Transynd synthetic fluid.			
	5		Allison ETC 5 year extended warranty to be **included**			
E	Manuals			Vendor Response		
				Yes	No	Exception
	1		The preferred medium for manuals is a web based platform. Vendors shall provide (at no cost to the City) access to all online manuals, including updates, for the lifecycle of the unit, or ten years, whichever comes first.			
	2		If online manuals are not yet available, digital versions can be substituted; however, they must be in PDF format. Pdf manuals must be searchable by item/topic.			
		a	Must be capable of being installed on a shared drive for access at multiple locations without using the CD, or provide the ability to copy the manuals for use at multiple locations.			
	3		Service Manuals – to include comprehensive hydraulic and wiring schematics			
		a	Chassis			
		b	Engine			
		c	Transmission			
		d	ABS			
		e	Body			
	4		Parts Manuals			
		a	Chassis			
		b	Engine			

		c	Transmission			
		d	ABS			
		e	Body			
	5		Operators manual – two (2) – to be supplied with each unit			
F	Training			Vendor Response		
				Yes	No	Exception
	1		On site factory authorized operator training for each vehicle delivered. Operator training shall be scheduled at the convenience of the City of Tempe personnel			
	2		Vendor familiarity training for maintenance and repair of the vehicle. Training must occur within 2 weeks of request by the City.			
G	Miscellaneous			Vendor Response		
				Yes	No	Exception
	1		Data label shall be affixed to the vehicle that lists all fluid capacities and fluid type			
	2		MCO supplied at time of delivery is **required**			
	3		A **minimum** of 4 sets of keys shall be supplied at time of delivery			
	4		If multiple units are ordered, all units shall be keyed alike unless otherwise specified			

Specifications – Rear Loader

Return this Section with your Response

Desired minimum specification for rear load refuse vehicles. Any exceptions to the desired specifications must be explained. Any omission from these specifications shall not relieve the contractor from the responsibility of furnishing a vehicle complete with all necessary components, accessories, controls, technical advice and supervision for efficient operation.

All specifications are preferred unless noted otherwise. If your product does not at least meet the indicated minimum specifications, or you are offering an equivalent brand, you must indicate "No" and provide details about your offering in the exception column. The decision to accept or reject the vendor offered substitution is at the sole discretion of the City of Tempe.

The City will be the sole determiner of acceptability of 'approved equals'.

Specification Multiplier

Item marked with are required – if not included, offer may be considered non-responsive
Items marked with will be scored with a multiplier of 5
Items marked with will be scored with a multiplier of 3
Unmarked items will have no multiplier

Unit Cycle Times

Units with cycle times that are better than requested will receive higher scores than those just meeting standards as stated.

A	Rear Load Specific Specifications			Vendor Response		
				Yes	No	Exception
	1	Due to space limitations on Tempe routes a smaller wall to wall and curb to curb turning diameters are required. Vendor is to specify the turning diameter of the completed unit as requested below. Smaller turning diameters will score higher during the evaluation process				
		a	State wall to wall turning diameter for unit submitted			
		b	State curb to curb turning diameter for unit submitted			
		c	State wheel cut for submitted unit			
	2	Any wiring or plumbing running up the side, or over the roof, of body shall be guarded or protected by some means from tree limbs, or other obstructions, that might contact the body. Any covers, guards or protective devices must be constructed in a way that allows for easy removal and/or replacement of wiring, hoses, or lines during repairs or diagnostic of electrical or hydraulic systems.				
	3	Safety pins or clips that hold prop or similar device in place shall be permanently secured or tethered to prevent accidental loss				
	4	All bearings and bushings must have a means to be fully and completely lubricated by operator using a standard hand grease gun. Vendor must design the means for grease to travel from zerk into the bearing or bushing and entirely cover all friction points. Grease passages must be designed in a way that prevents poor flow of grease or allows foreign material to clog grease passages.				
	5	CNG tanks will be mounted outboard on the truck frame with one on each side with a total DGE of approximately 70 gallons.				
		State gallons offered				
	6	One slow fill nozzle on the front bumper and one slow fill and one fast fill on the right side of the truck.				
				Vendor Response		

Rear Loader Specifications

B	Warranty			Yes	No	Exception
	1	Minimum two (2) year on all parts, materials and labor				
		a	Specify the warranty that you will offer			
	2	All hydraulic cylinders shall be four (4) years on parts and labor including seals				
		a	State the warranty that you will offer			
	3	Minimum seven (7) years on hopper floor and sides on all parts and labor				
		a	Specify the warranty that you will offer			
	4	Minimum five (5) years on structural integrity and design of body to include cracks and premature wear out of components of body and packing system.				
		a	Specify the warranty that you will offer			

C	Body			Vendor Response		
				Yes	No	Exception
	1	25 yard capacity exclusive of tailgate hopper				
		a	State Manufacturer			
		b	State Model			
		c	State wet weight of cab and chassis			
		d	State wet weight of refuse unit			
		e	State wet weight of entire unit without refuse load			
		f	State Wheelbase of unit			
		g	State Length of completed unit			
		h	State Width of completed unit			
		i	State Height of completed unit			
		j	State achievable payload capacity for unit offered			
		k	State achievable pounds per yard compaction			
	2	Body shall be designed for mounting on a COE chassis to allow accessibility to engine and all components				
	3	LED lighting package incorporating solid mounts is **required**.				
	4	Mid body turn signals (LED) are to be mounted on each side of the body. Solid mount to avoid lights being dislodged by contact with trees, brush, etc.				
	5	Center mounted LED brake light is **required**				
	6	Ecco model 210 electronic back up alarm to be installed				
	7	Structural integrity of the body shall allow high density loading – **minimum** of 1,000 pounds per cubic yard of normal refuse.				
	8	Body shall be constructed in such a fashion, and from materials, that will allow repeated packing cycles without distortion of body.				
	9	Body side door supplied. Access must meet ANSI Safety requirements. Door must be equipped with a reliable and positive latch.				
		a	Door to be equipped with a safety interlock to disable pump functioning when door is open.			
	10	State estimated maximum payload while maintaining legal weight limits as defined by the Arizona bridge formula.				

D	Tailgate			Vendor Response		
				Yes	No	Exception
	1	Tailgate to be top hinged				
	2	Tailgate shall be raised by hydraulic cylinders for load ejection.				
		a	Tailgate cylinders to incorporate a restriction device to prevent rapid decent in the case of hydraulic failure			
	3	Tailgate seal shall be designed in such a fashion to allow vendor to guarantee no leakage will occur during normal operation.				
	4	Tailgate shall incorporate a heavy duty positive type latch.				
	5	Heavy duty tailgate service props provided.				
	6	Tailgate and latch shall be constructed in such a way that it will handle a hitch installation to provide for a 12,000 GVWR trailer to be pulled by this vehicle				
				Vendor Response		

E	Hopper			Yes	No	Exception
	1		Capacity 3.5 cubic yards – **minimum**			
		a	State hopper capacity			
	2		Hopper opening height 50” – **minimum**			
		a	State opening height			
	3		Hopper loading width 80” – **minimum**			
		a	State opening width			
	4		Hopper able to accept a solid object of **not less than** 30” diameter			
		a	State maximum diameter of object			
	5		The City will be using these vehicles for collection of uncontained refuse which may include tree stumps and other large bulky items. Hopper must be of Heavy Duty construction			
	6		Hopper floor, sides and loading area to be constructs of ¼” 150,000 PSI steel - **minimum**			
		a	Hopper floor, face and sides shall be overlayed with **minimum** 3/16” 150,000 PSI steel.			
		b	Liners shall be plug welded in place for convenience during replacement.			

F	Packer			Vendor Response		
				Yes	No	Exception
	1		Packing mechanism to consist of two primary structures – Carrier Panel and Packing Blade.			
	2		Carrier panel shall be mounted in the tailgate and guided by upper and lower slide shoes			
		a	Shoes shall provide both vertical and lateral load bearing			
		b	Shoes shall be able to rotate 180 degrees for extended service life			
		c	Carrier panel to be constructed from 3/16” 150,000 PSI steel in all areas having contact with refuse.			
		d	Packing blade hinge lugs shall be constructed using 2-1/2” minimum 150,000 PSI steel			
		e	Link arm type carrier panels will not be accepted.			
		f	Primary compaction to be accomplished with two double action hydraulic cylinders mounted inside of the hopper confines.			
	3		Packer blade shall be mounted to and pivot on the carrier panel hinge lugs with heat treated induction hardened steel pins and steel spherical bearings to maintain alignment.			
		a	Blade shall be constructed of 3/16” 150,000 PSI steel.			
		b	A 3/16” 150,000 PSI steel liner shall be plug welded to packer face.			
		c	Packer blade lower edge double supported to resist distortion during packing cycle of large bulk items.			
		d	Pre compaction accomplished by two double action large bore cushioned hydraulic cylinders located inside of hopper.			
	4		Each hopper full of material shall be compressed between the packing blade, carrier panel and ejector panel. The ejector panel will automatically advance forward as the body fills, in reaction to the packing forces and a pre-adjusted ejector unload valve. No operator attention shall be required to adjust the panel forward as the body fills			
	5		The packer mechanism shall be equipped with an automatic crowd pressure sensing device which will enable the packing mechanism to find a path through the load and will neither stall the mechanism or damage the structure.			
	6		Packer cycle control shall be mechanical, lever operated on the right hand side of tailgate.			
		a	Electric over hydraulic controls are permissible. If used, there must be a large, easily visible and accessible emergency “stop” button or device provided.			
		b	Capable of start, stop and reverse at any time throughout the cycle.			
		c	Both packer blade and the carrier panel shall have the ability to “hold” valve in either direction with a detent or other design so that the operator does not have to hold the control to complete the cycle. Control will automatically			

			free up and move to neutral position at the end of the hydraulic cycle.			
		d	An auto pack function shall allow for first the sweep and then the packing function in sequential and automatic fashion.			
	7		Packer cycle time of 20 seconds or less preferred			
		a	State guaranteed packer cycle time			
	8		Operator reload time of 10 seconds or less preferred			
		a	State guaranteed packer reload time			
G	Load Discharge			Vendor Response		
				Yes	No	Exception
	1		Load discharge shall be by means of a positive ejections system.			
		a	Double acting, telescopic, hydraulic cylinder shall extend and retract the ejector panel the full length of the body.			
	2		Ejector panel shall be constructed from **minimum** 11 gauge hi-tensile strength steel on all surfaces			
		a	Panels construction shall include reinforcement to withstand repeated packing and ejection forces without distortion to the ejector panel			
	3		Ejector panel shall travel the length of the body on a **minimum** of 4 replaceable wear shoes			
		a	State material for shoes			
		b	Wear shoes must be replaceable without removal of the ejector panel.			
H	Hydraulics			Vendor Response		
				Yes	No	Exception
	1		It is preferred that the system operate at 2,500 psi or less			
		a	State system operating pressure			
	2		Will your system use a front mount or transmission mount PTO setup			
		a	If front mount is utilized, a means must be provided to protect front of engine mounted hydraulic pump and all associated lines.			
		b	State distance the front mount pump will extend forward of bumper or extend the bumper.			
	3		Design and capacity of the hydraulic system must be adequate to maintain desired pressures and operating capabilities in ambient temperatures of up to 120 degrees Fahrenheit			
	4		Hydraulic reservoir shall be properly baffled			
		a	State capacity of reservoir			
		b	Tank shall be pressurized to prevent cavitation unless it is mounted more than 20" above the pump inlet.			
		c	Tank shall be complete with screened fill port, magnetic drain plug, shut off vale, oil level sight gauge and temperature gauge			
	5		It is preferred that the hydraulic system shall be designed in a way to provide pressure and flow from the system pump(s) only when needed. This design shall utilize idle or very near idle engine RPM for functions			
		a	If load sensing system is used is it a proven design guaranteed to operate system in the same fashion as a convention pump setup			
		b	System shall contain a valve that assures a positive shutdown of the pump in case of system failure resulting in large amounts of fluid loss. In the event of a hose rupture or other catastrophic loss of fluid, the shutdown valve shall stop all functions and prevent any additional fluid loss. Valve(s) shall be mounted directly to outlet of pump(s) for maximum reduction of fluid loss			
	6		All high pressure hydraulic hoses will be double braided wire construction built to withstand a pressure equal to 2 times the maximum pump output			
		a	Hoses shall conform to SAE standards for designed pressure.			
		b	Bends shall not be more than recommended by SAE standards			
		c	Flat spots in hoses or lines will not be acceptable			
		d	Pressure hoses shall be protected with fabric guard			
	7		All hydraulic pressure hose fitting **must be** SAE 37 degree, JIC style male ridged and female swivel or flat face o-ring style with male rigid and female swivel			
	8		In line high pressure filter assembly mounted for easy access.			

		a	There shall be an electronic bypass monitor with permanently labeled warning light inside the cab visible to the operator			
		b	Spin on filter preferred			
	9		Tank shall be equipped with a sight level gauge for checking of fluid level that is easily visible and protected from damage			
		a	Tank shall include a ¼ turn ball valve on the suction line fitting to allow removal of tank without draining fluid			
	10		If hydraulic tank is a front mount design requiring the operator to access the top of the truck to check fluid levels, a ladder shall be provided in a convenient location to access the tank			
		a	Self-cleaning steps constructed of grip strut metal are required Non-slip tape is not acceptable.			
		b	Ladder must be designed to allow thee point contact without stepping on fuel tank, battery box or any other item mounted to frame not specifically designed to safely support operators weight			
		c	Ladder shall be designed in a way that provides a minimum of 5" of operator shoe to protrude through the ladder or have a 4" wide step surface with 1" of shoe protrusion			
	11		All multi spool control valves **shall be** of sectional design such that servicing would not require replacement of the entire valve			
	12		Pressure tap points with quick connect adapters shall be provided at all necessary points to allow complete system testing			
	13		Hydraulic packing cylinders must be of the internal cushion design to minimize hydraulic shock.			
		a	Cylinder design shall decrease the speed of the cylinder at least the last ½" of cylinder stroke in both direction of travel			
		b	Rods of packer cylinders **must be** induction hardened to a surface hardness of 55-65 Rockwell C scale.			
		c	Rods of all cylinders shall be chrome plated			
		d	All cylinders must be of a brand and design which can be repaired or rebuilt locally			
		e	State brand of cylinders on unit offered			
I	Controls			Vendor Response		
				Yes	No	Exception
	1		Ejector panel and tailgate raise controls are to be mounted outside the body on front left had side			
		a	Throttle advance switch shall be mounted within easy reach of the control			
		b	System shall automatically raise the engine RPM to the proper speed during the packing cycle			
	2		PTO switch to be mounted inside the cab.			
J	Painting			Vendor Response		
				Yes	No	Exception
	1		Complete unit shall be cleaned of all dirt & grease, all weld slag removed & then sand blasted			
	2		Finish shall be Nutmeg to match cab color			
	3		City prefers powder coat finish with a minimum 4 mil thickness			
		a	Specify the type of finish will you provide?			
K	Manuals			Vendor Response		
				Yes	No	Exception
	1		The preferred medium for manuals is a web based platform. Vendors shall provide (at no cost to the City) access to all online manuals, including updates, for the lifecycle of the unit, or ten years, whichever comes first.			
	2		If online manuals are not yet available, digital versions can be substituted, however, they must be in PDF format. Pdf manuals must be searchable by item/topic.			
		a	Must be capable of being installed on a shared drive for access at multiple locations without using the CD, or provide the ability to copy the manuals for use at multiple locations.			

	3	Service Manuals – to include comprehensive hydraulic and wiring schematics			
		a Body			
		b Hydraulics			
	4	Parts Manuals			
		a Body			
		b Hydraulics			
	5	Operators manual – two (2) – to be supplied with each unit			
L	Training		Vendor Response		
			Yes	No	Exception
	1	On site factory authorized operator training for each vehicle delivered. Operator training shall be scheduled at the convenience of the City of Tempe personnel			
	2	Vendor familiarity training for maintenance and repair of the vehicle. Training must occur within 2 weeks of request by the City.			

Specifications – Side Loader

Return this Section with your Response

Desired minimum specification for side load refuse vehicles. Any exceptions to the desired specifications must be explained. Any omission from these specifications shall not relieve the contractor from the responsibility of furnishing a vehicle complete with all necessary components, accessories, controls, technical advice and supervision for efficient operation.

All specifications are preferred unless noted otherwise. If your product does not at least meet the indicated minimum specifications, or you are offering an equivalent brand, you must indicate "No" and provide details about your offering in the exception column. The decision to accept or reject the vendor offered substitution is at the sole discretion of the City of Tempe.

The City will be the sole determiner of acceptability of 'approved equals'.

Specification Multiplier

Item marked with ■ are required – if not included, offer may be considered non-responsive
Items marked with ■ will be scored with a multiplier of 5
Items marked with ■ will be scored with a multiplier of 3
Unmarked items will have no multiplier

Unit Cycle Times

Units with cycle times that are better than requested will receive higher scores than those just meeting standards as stated.

A	Side Load Specific Specifications			Vendor Response		
				Yes	No	Exception
	1	Due to space limitations on Tempe routes a smaller wall to wall and curb to curb turning diameters are required. Vendor is to specify the turning diameter of the completed unit as requested below. Smaller turning diameters will score higher during the evaluation process				
		a	State wall to wall turning diameter for unit submitted			
		b	State curb to curb turning diameter for unit submitted			
		c	State wheel cut for submitted unit			
	2	Chassis is to be **right hand drive.** All controls within easy reach of driver while seated.				
		a	Dual steering is not acceptable			
		b	Operating controls for right hand drive shall include, but not limited to, ignition switch, horn (electric), brake release, accelerator pedal, dual extended brake pedal, light switch, turn signal/hazard switch, windshield wiper switch, heating and AC controls, transmission gear selector.			
		c	Right hand driving position be equipped with air horn			
	3	Instruments for right hand drivers position – Fuel, voltmeter, oil pressure, air pressure, water temperature, transmission temperature, tachometer, & speedometer				
	4	Unit shall be supplied with a rear view monitor system. Safety Vision SV-CLCD-65, or approved equal, with 7" flat screen monitor in cab, camera mounted on the tailgate, illumination provided by two flood lights facing rearward – wired to illuminate when transmission is put in reverse.				
		a	Picture of rear camera image shall include a "grid" to show the approximate distances to objects in close proximity to vehicle			
		b	State Manufacturer and Model Offered			

		c	A second camera shall be provided and wired into the same monitor that captures cans being dumped into the hopper as well as the hopper.			
		d	Camera shall be armored in a way that prevents damage to the camera from refuse, tree limbs, or other obstructions.			
		e	Display to be able to display split image from both cameras			
	5	Work light shall be provided to illuminate the hopper area				
		a	Hopper light shall be guarded or otherwise protected to avoid damage during operation and aimed to avoid glare in the rear window of cab.			
	6	Lift arm light shall be provided – Truck Lite LED model 8136 or equal				
		a	Light shall be mounted in front of lift arm and point rearward to illuminate container and side of alley.			
		b	Light mounted on right side pointing rearward to illuminate side of truck and alley.			
	7	Cover shall be installed over the transmission to prevent debris from accumulating on top of transmission. The cover must be designed for easy removal and able to support the weight of an operator.				
	8	Shall have an under ride bumper that meets all federal, state and local requirements				
	9	Any wiring or plumbing running up the side, or over the roof, of body shall be guarded or protected by some means from tree limbs, or other obstructions, that might contact the body. Any covers, guards or protective devices must be constructed in a way that allows for easy removal and/or replacement of wiring, hoses, or lines during repairs or diagnostic of electrical or hydraulic systems.				
	10	Safety pins or clips that hold prop or similar device in place shall be permanently secured or tethered to prevent accidental loss				
	11	All bearings and bushings must have a means to be fully and completely lubricated by operator using a standard hand grease gun. Vendor must design the means for grease to travel from zerk into the bearing or bushing and entirely cover all friction points. Grease passages must be designed in a way that prevents poor flow of grease or allows foreign material to clog grease passages.				
	12	3,600 PSI CNG tanks will be roof mounted on the refuse body with a protective shield to guard the tanks from damage from alley operations. Guards will be easily removed for service work. A total DGE of approximately 70 gallons.				
		State gallons offered				
	13	One slow fill nozzle on the front bumper and one slow fill and one fast fill on the right side of the truck.				
	14	Body height of CNG unit will be low profile body design that does not increase the height of the truck beyond a diesel truck.				
		State total transport height of completed unit mounted on chassis.				
B	Warranty			Vendor Response		
				Yes	No	Exception
	1	Minimum two (2) year on all parts, materials and labor				
		a	Specify the warranty that you will offer			
	2	All hydraulic cylinders shall be four (4) years on parts and labor including seals				
		a	State the warranty that you will offer			
	3	Minimum seven (7) years on hopper floor and sides on all parts and labor				
		a	Specify the warranty that you will offer			
	4	Minimum five (5) years on structural integrity and design of body to include cracks and premature wear out of components of body and packing system.				
		a	Specify the warranty that you will offer			
C	Body			Vendor Response		
				Yes	No	Exception
	1	27 yard capacity exclusive of hopper				
		a	State Manufacturer			
		b	State Model			
		c	State wet weight of Cab & Chassis			
		d	State wet weight of Refuse Unit			

		e	State wet weight of entire unit without refuse load			
		f	State Wheelbase of unit			
		g	State Length of completed unit			
		h	State Width of completed unit			
		i	State Height of completed unit			
		j	State achievable payload capacity for unit offered			
		k	State achievable pounds per yard compaction			
	2	Body shall be designed for mounting on a COE chassis to allow accessibility to engine and all components				
	3	LED lighting package with solid mounts **required.**				
	4	Mid body turn signals (LED) are to be mounted on each side of the body. Solid mount to avoid lights being dislodged by contract with trees, brush, etc.				
	5	Center mounted LED brake light is **required**				
	6	Ecco model 210 electronic back up alarm to be installed				
	7	All exterior seams and abutments continuously welded for strength and neatness of appearance.				
	8	Structural integrity of the body shall allow high density loading – **minimum** of 700 pounds per cubic yard of normal refuse.				
	9	Body shall be constructed in such a fashion, and from materials, that will allow repeated packing cycles without distortion of body.				
	10	Accessibility of large adult, 6'2" – 220 lbs, must be provided in area of refuse box behind the packer.				
		a	Ladder shall be provided on street side at the forward end of hopper			
		b	Self-cleaning steps constructed of grip strut metal are required Non-slip tape is not acceptable.			
		c	Ladder must be designed to allow thee point contact without stepping on fuel tank, battery box or any other item mounted to frame not specifically designed to safely support operators weight			
		d	Ladder shall be designed in a way that provides a minimum of 5" of operator shoe to protrude through the ladder or have a 4" wide step surface with 1" of shoe protrusion			
	11	State estimated maximum payload while maintaining legal weight limits as defined by the Arizona bridge formula.				
D	Body Materials			Vendor Response		
				Yes	No	Exception
	1	Sides shall be fabricated from minimum 10-gauge Hi tensile steel with continuously welded bracing to eliminate water pockets				
	2	Roof shall be fabricated from minimum 12-gauge Hi tensile steel				
		a	Connection to body sides shall be with integral full-length roof rails to contain and dissipate the high-density side loading forces equally throughout the body structure			
	3	Floor shall be fabricated from minimum 7-gauge sheet steel with 1/4" AR 400 or HARDOX equivalent overlay				
		a	Long members of ¼" structural steel interlaced construction affording maximum floor support			
	4	All body panels shall be braced with 2" x 6" steel channel				
	5	Flat floor with radiused corners at sidewalls				
	6	Hopper walls to be ¼" AR400 or Hardox				
E	Tailgate			Vendor Response		
				Yes	No	Exception
	1	Tailgate to be top hinged – one piece				
	2	Tailgate shall be raised by hydraulic cylinders for load ejection.				
		a	Tailgate cylinders to incorporate a restriction device to prevent rapid decent in the case of hydraulic failure			
	3	Tailgate movement and latching controlled from inside of cab.				

	4	Tailgate controls shall be guarded to prevent accidental activation during travel or loading			
	5	Tailgate seal shall be designed in such a fashion to allow vendor to guarantee no leakage will occur during normal operation.			
	6	It is preferred that the tailgate incorporate a heavy duty positive type hydraulic latch operated from inside the cab			
		a System shall include a visual and audible warning to notify operator if latch is not fully closed			
	7	Tailgate constructed of **minimum** 10 gauge steel and sufficiently reinforced to withstand repeated packing			
	8	Hinge mounts reinforced where attached to body.			
	9	Heavy duty tailgate service props provided.			
F	Hopper		Vendor Response		
			Yes	No	Exception
	1	Hopper opening in body to be sufficient size to allow dumping of 90 thru 300 gallon containers.			
	2	Hydraulically actuated top door/cover for hopper area to be included			
	3	Hopper loading width 80” - **minimum**			
	4	The floor area to be **minimum** ½” ASTM-A36 steel with balance of the floor area to be equivalent to 7 gauge using 150,000 PSI yield steel.			
		a Hopper floor area shall be overlayed with **minimum** 3/16” 100,000 PSI steel.			
		b Liners shall be plug welded in place for convenience during replacement.			
G	Packer		Vendor Response		
			Yes	No	Exception
	1	Paddle style packer system preferred.			
		a State design of packing system offered			
	2	Packer plate shall be constructed out of ¼” AR400 or Hardox material. There shall be no distortion or bending occurring during repeated cycles of maximum packing pressures.			
	3	Packer plated shall be designed for continuous operation and refuse dumping in any position.			
	4	Packing sweep cycle shall displace an approximately volume of three (3) cubic yards at idle in a **maximum** of nine (9) seconds at 750 RPMs is preferred			
		a State guaranteed packer cycle time			
		b State achievable compaction ratio in pounds per yard in operation for Tempe’s climatic conditions.			
	5	All packing system grease points must be designed in a way that allows greasing all points while standing on the ground next to the unit.			
		a Any grease plumbing shall be out of the trash containment area and also be protected from any damage			
	6	Packing system shall have the ability to pack in a continuous and automatic fashion			
		a System shall have the ability to continuously move through its packing cycle while the vehicle is in motion			
		b Operator shall also have the ability to manually move the packer into any position utilizing the existing control panel			
	7	Capable of collecting and dumping 1,200 to 1,500 refuse cans per 10 hour work day up to 5 days per week			
		a All manufacturers are to explain how the body they offer will accomplish and meet this specification			
H	Load Discharge		Vendor Response		
			Yes	No	Exception
	1	Dumping shall allow for complete emptying of the refuse body without the operator having to pull or clean remaining refuse from body.			

I	Hydraulics			Vendor Response		
				Yes	No	Exception
	1	It is preferred that the system operate at 2,500 psi or less				
		a	State system operating pressure			
	2	Will your system use a front mount or transmission mount PTO setup				
		a	If front mount is utilized, a means must be provided to protect front of engine mounted hydraulic pump and all associated lines.			
		b	State the distance the front mount pump will extend forward of bumper or extend the bumper.			
	3	Design and capacity of the hydraulic system must be adequate to maintain desired pressures and operating capabilities in ambient temperatures of up to 120 degrees Fahrenheit				
	4	Hydraulic reservoir shall be properly baffled				
		a	State capacity of reservoir			
		b	Tank shall be pressurized to prevent cavitation unless it is mounted more than 20” above the pump inlet.			
		c	Tank shall be complete with screened fill port, magnetic drain plug, shut off vale, oil level sight gauge and temperature gauge			
	5	It is preferred that the hydraulic system shall be designed in a way to provide pressure and flow from the system pump(s) only when needed. This design shall utilize idle or very near idle engine RPM for functions				
		a	If load sensing system is used is it a proven design guaranteed to operate system in the same fashion as a convention pump setup			
		b	System shall contain a valve that assures a positive shutdown of the pump in case of system failure resulting in large amounts of fluid loss. In the event of a hose rupture or other catastrophic loss of fluid, the shutdown valve shall stop all functions and prevent any additional fluid loss. Valve(s) shall be mounted directly to outlet of pump(s) for maximum reduction of fluid loss				
	6	All hydraulic tubes shall be securely clamped to prevent vibration, abrasion and excessive noise.				
		a	Tubes running the length of the body roof shall be protected from tree limbs.			
		b	Exposed hoses or tubes running over the body structure will not be accepted.			
	7	All high pressure hydraulic hoses will be double braided wire construction built to withstand a pressure equal to 2 times the maximum pump output				
		a	Hoses shall conform to SAE standards for designed pressure.			
		b	Bends shall not be more than recommended by SAE standards			
		c	Flat spots in hoses or lines will not be acceptable			
		d	Pressure hoses shall be protected with fabric guard			
	8	All hydraulic pressure hose fitting **must be** SAE 37 degree, JIC style male ridged and female swivel or flat face o-ring style with male rigid and female swivel				
	9	In line high pressure filter assembly mounted for easy access.				
		a	There shall be an electronic bypass monitor with permanently labeled warning light inside the cab visible to the operator			
		b	Spin on filter preferred			
		c	Tank shall be equipped with a sight level gauge for checking of fluid level that is easily visible and protected from damage			
		d	Tank shall include a ¼ turn ball valve on the suction line fitting to allow removal of tank without draining fluid			
	10	All multi spool control valves shall be of sectional design such that servicing would not require replacement of the entire valve				
	11	Pressure tap points with quick connect adapters shall be provided at all necessary points to allow complete system testing				
	12	Hydraulic packing cylinders must be of the internal cushion design to minimize hydraulic shock.				

		a	Cylinder design shall decrease the speed of the cylinder at least the last ½" of cylinder stroke in both direction of travel			
		b	Rods of packer cylinders **must be** induction hardened to a surface hardness of 55-65 Rockwell C scale.			
		c	Rods of all cylinders shall be chrome plated			
		d	All cylinders must be of a brand and design which can be repaired or rebuilt locally			
		e	State brand of cylinder on unit offered			
	13		Hydraulic system and controls shall have on board diagnostic capabilities from information screen in the cab			
		a	Information screen shall provide real time information as well as allow for user programming, system diagnostic and customization of functions			
		b	On board customization shall have security levels of permissions so that the City can control the level of permissions for operators and technicians			
J	Lifting Device			Vendor Response		
				Yes	No	Exception
	1		It is preferred that the device shall, in continuous duty operation, be capable of extending arms, grasping, raising, dumping and returning container to the full down position in a **maximum** cycle time of six (6) seconds at 750 RPM in gear.			
		a	State guaranteed lifting device cycle time			
	2		The device shall, in continuous operation, be capable of lifting up to a 300 gallon plastic container weighing 1,800 pounds at any extension of the arm, in ambient temperatures of 120 degrees Fahrenheit, with feathering capability.			
	3		Arms are to be designed to pickup 90 and 300 gallon containers.			
		a	There shall be no need for the operator to make any modifications or adjustments to alternate between different size cans			
	4		Arm shall be designed to operate off the right side of the vehicle.			
	5		The lift shall have a **minimum** reach capability of 84" – reach from the side of the body to the center line of a 90 gallon container			
		a	State reach of unit proposed			
	6		Total mounting height must not exceed fourteen (14) feet.			
		a	State height of arc when dumping a 300 gallon container			
	7		Unit is to be equipped with and electronic can counter. Counter shall be incorporated into the grip cycle – each time a can is gripped it is counted. Counter shall have an LCD display dash mounted to display the number of cans dumped.			
		a	Can counter must be accurate without errors caused by shaking of the can during lift arm cycle			
	8		Lift mechanism must deliver container to hopper – units with kick out will **not** be accepted			
		a	Does your unit design incorporate a kick out design			
	9		Driver must have a means to observe the entire operation from drivers seat.			
		a	How will you achieve this requirement?			
	10		Grip arm surfaces shall have a minimum of 270 degrees contact with the container circumference.			
		a	Grip arm surfaces shall have vulcanized rubber-like material where they contact the can.			
	11		Grip arm controls			
		a	Controls shall have an operator initiated "shake" function to allow operator to simulate a quick back and forth motion of the refuse can at the hopper to help loosen stuck debris in the refuse can.			
		i	"Shake" feature shall move the can back and forth a minimum of 2 times.			
		ii	Custom programming of the length, speed and quantity of can shaking is preferred			

		b		Electric over hydraulic controls with proportional control or feathering capabilities are **required**			
		c		Must be able to utilize both rocker switches and joystick controls			
		d		Controls shall be provided to both manual arm functions and for automatically performed sequences of multiple arm motions. Control system shall include a coordinator to control multiple arm motion sequences.			
		e		Joystick to be mounted on the left side of driver and ergonomically correct			
			i	Joystick to be wired to perform the following: forward – un-dump; curbside direction – arm out; street side direction – arm in; rear – dump; trigger up – arm grip; trigger down – arm release			
		f		Rocker switches shall be mounted on the right side of driver and ergonomically correct			
			i	"Soft touch" rocker switches shall be at least 1/2" wide, momentarily-on type with spring-loaded to automatically return to the off position when not depressed			
			ii	Rocker switches to provide speed sensitive or feathering control			
			iii	CAN bus system with minimal wiring preferred that provides variable and proportional hydraulic speeds based on the operators variance of force applied to switches			
	12			Lift arm shall not extend beyond the width of the body in the retracted position and have a minimum road clearance of 18"			
	13			Lift arm shall have a safety system/device to prevent movement of arm outward when engine RPM is above idle as well as prevent accidental or inadvertent extension of arm while traveling.			
		a		Inward movement of arm above idle is preferred so that operator can bring in arm while vehicle is in motion			
		b		There shall also be visual and audible safety indicators to notify driver of an extended arm when engine RPM is above idle			
K	Painting				Vendor Response		
					Yes	No	Exception
	1			Complete unit shall be cleaned of all dirt & grease, all weld slag removed & then sand blasted			
	2			Finish shall be Nutmeg to match cab color			
	3			City prefers powder coat finish with a minimum 4 mil thickness			
		a		Specify the type of finish will you provide?			
L	Manuals				Vendor Response		
					Yes	No	Exception
	1			The preferred medium for manuals is a web based platform. Vendors shall provide (at no cost to the City) access to all online manuals, including updates, for the lifecycle of the unit, or ten years, whichever comes first.			
	2			If online manuals are not yet available, digital versions can be substituted; however, they must be in PDF format. Pdf manuals must be searchable by item/topic.			
		a		Must be capable of being installed on a shared drive for access at multiple locations without using the CD, or provide the ability to copy the manuals for use at multiple locations.			
	3			Service Manuals – to include comprehensive hydraulic and wiring schematics			
		a		Body			
		b		Hydraulics			
	4			Parts Manuals			
		a		Body			
		b		Hydraulics			
	5			Operators manual – two (2) – to be supplied with each unit			

M	Training		Vendor Response		
			Yes	No	Exception
	1	On site factory authorized operator training for each vehicle delivered. Operator training shall be scheduled at the convenience of the City of Tempe personnel			
	2	Vendor familiarity training for maintenance and repair of the vehicle. Training must occur within 2 weeks of request by the City.			

Specifications – Front Loader

Return this Section with your Response

Desired minimum specification for front load refuse vehicles. Any exceptions to the desired specifications must be explained. Any omission from these specifications shall not relieve the contractor from the responsibility of furnishing a vehicle complete with all necessary components, accessories, controls, technical advice and supervision for efficient operation.

All specifications are preferred unless noted otherwise. If your product does not at least meet the indicated minimum specifications, or you are offering an equivalent brand, you must indicate "No" and provide details about your offering in the exception column. The decision to accept or reject the vendor offered substitution is at the sole discretion of the City of Tempe.

The City will be the sole determiner of acceptability of 'approved equals'.

Specification Multiplier

Item marked with are required – if not included, offer may be considered non-responsive
Items marked with will be scored with a multiplier of 5
Items marked with will be scored with a multiplier of 3
Unmarked items will have no multiplier

Unit Cycle Times

Units with cycle times that are better than requested will receive higher scores than those just meeting standards as stated.

A			Front Loader Specific Specification	Vendor Response		
				Yes	No	Exception
	1		Due to space limitations on Tempe routes a smaller wall to wall and curb to curb turning diameters are required. Vendor is to specify the turning diameter of the completed unit as requested below. Smaller turning diameters will score higher during the evaluation process			
		a	State wall to wall turning diameter for unit submitted			
		b	State curb to curb turning diameter for unit submitted			
		c	State wheel cut for submitted unit			
	2		Unit shall be supplied with a dual camera system. Safety Vision SV-CLCD-65 or approved equal, with 7" flat screen monitor in cab.			
		a	State Manufacturer and Model			
		b	One camera mounted on the tailgate, illumination provided by two flood lights facing rearward – wired to illuminate when transmission is put in reverse.			
		c	Second camera to be armored and mounted in a protected area above the hopper to provide view of the hopper interior. Camera to be wired to be activated by the driver from the drivers seat.			
			Third camera mounted to right side of tailgate pointing directly to the right to show oncoming traffic if backing into the street.			
		d	Display to be able to display split image from cameras			
		e	One protected floodlight is to be provided situated to illuminate the rear side of packer blade. Light shall be mounted as close as possible to the screen in front of the hopper area in order to reduce light reflection off the screen.			
			One (1) flood light mounted on each side of the refuse body midpoint designed to light up toward the rear of the truck when in reverse.			
	3		Shall have an under ride bumper that meets all federal, state and local requirements			
	4		Any wiring or plumbing running up the side, or over the roof, of body shall be			

		guarded or protected by some means from tree limbs, or other obstructions, that might contact the body. Any covers, guards or protective devices must be constructed in a way that allows for easy removal and/or replacement of wiring, hoses, or lines during repairs or diagnostic of electrical or hydraulic systems.			
	5	Safety pins or clips that hold prop or similar device in place shall be permanently secured or tethered to prevent accidental loss			
	6	All bearings and bushings must have a means to be fully and completely lubricated by operator using a standard hand grease gun. Vendor must design the means for grease to travel from zerk into the bearing or bushing and entirely cover all friction points. Grease passages must be designed in a way that prevents poor flow of grease or allows foreign material to clog grease passages.			
	7	The body shall incorporate a electric over hydraulic service hoist that can easily lift the body off of the frame when the truck is unloaded. The lift shall be constructed in a way to raise the front portion of the body with the pivot at the rear of body. There shall be body props that safely hold the body in the lifted position. The minimum raised height of a safely propped body shall be 26" high. The point of measure shall be no more than 24" back from the most forward point of the body.			
		a Lifting of body shall not require tools. An operator in the field must be able to remove any body to frame fastening devices and raise the body with no additional help from an assistant or hardware.			
	8	3,600 PSI CNG tanks will be roof mounted on the refuse body with a protective shield to guard the tanks from damage from alley operations. Guards will be easily removed for service work. A total DGE of approximately 70 gallons.			
		State gallons offered			
	9	One slow fill nozzle on the front bumper and one slow fill and one fast fill on the right side of the truck.			
	10	Body height of CNG unit will be low profile body design that does not increase the height of the truck beyond a diesel powered truck.			
	11	State total transport height of completed unit mounted on chassis.			
B	Warranty		Vendor Response		
			Yes	No	Exception
	1	Minimum two (2) year on all parts, materials and labor			
		a Specify the warranty that you will offer			
	2	All hydraulic cylinders shall be four (4) years on parts and labor including seals			
		a State the warranty that you will offer			
	3	Minimum seven (7) years on hopper floor and sides on all parts and labor			
		a Specify the warranty that you will offer			
	4	Minimum five (5) years on structural integrity and design of body to include cracks and premature wear out of components of body and packing system.			
		a Specify the warranty that you will offer			
C	Body		Vendor Response		
			Yes	No	Exception
	1	40 yard capacity			
		a State Manufacturer			
		b State Model			
		c State wet weight of Cab & Chassis			
		d State wet weight of Refuse Unit			
		e State wet weight of entire unit without refuse load			
		f State Wheelbase for unit			
		g State Length of completed unit			
		h State Width of completed unit			
		i State Height of completed unit			
		j State achievable payload capacity for unit offered			
		k State achievable pounds per yard			

			compaction			
	2		Body shall be designed for mounting on a COE chassis to allow accessibility to engine and all components			
	3		LED lighting package with solid mounts **required**.			
	4		Mid body turn signals (LED) are to be mounted on each side of the body. Solid mount to avoid lights being dislodged by contract with trees, brush, etc.			
	5		Center mounted LED brake light is **required**			
	6		Ecco model 210 electronic back up alarm to be installed			
	7		All exterior seams and abutments continuously welded for strength and neatness of appearance.			
	8		A front cab guard protector is required. Top anchor points of cab guard mounted to cab roof. Lower anchor points mounted to cab hinges in such a way that guard will tilt with cab.			
	9		Body equipped with a cab protector shield. Cab shield designed to allow full tilting of the cab without raising body. The cab protector will be provided with a hydraulic tilting feature to hydraulically move the cover allowing the cab to be tilted fully forward. The cab protector will include a drain trough that will direct liquids from the cab protector into the body sump.			
		a	If two piece canopy is used in order to facilitate the ability to tilt the cab forward without lifting the body, the hinge point of the canopy shall be no further forward than the rear edge of the cab. This will allow Tempe to utilize a larger roof mounted A/C			
	10		Wind screen attached to prevent blowing of material during discharge of the container			
	11		A bolt on expanded metal screen will be mounted on the front of the refuse body. The screen will prohibit the escaping of loose refuse from the hopper area behind the packer and onto the truck engine and transmission.			
		a	Screen shall have a frame around it that is secured to the body without welding to allow removal for access during repairs			
	12		A ladder is to be provided on the rear to gain access to the top of the refuse body. State location of ladder.			
		a	Self-cleaning steps constructed of grip strut metal are required Non-slip tape is not acceptable.			
		b	Ladder must be designed to allow thee point contact without stepping on fuel tank, battery box or any other item mounted to frame not specifically designed to safely support operators weight			
		c	Ladder shall be designed in a way that provides a minimum of 5" of operator shoe to protrude through the ladder or have a 4" wide step surface with 1" of shoe protrusion			
	13		State estimated maximum payload while maintaining legal weight limits as defined by the Arizona bridge formula.			
D	Body Materials			Vendor Response		
				Yes	No	Exception
	1		Entire body to be constructed of eight (8) gauge 80,000 PSI steel **minimum** to withstand repeated packing cycles without distortion or creasing of the refuse containing area.			
	2		Body floor shall be flat full width **minimum** 3/16" 150,000 PSI steel.			
	3		Floor longitudinals required with crossmembers located on **minimum** 18" centers to withstand continuous operation at maximum loads.			
	4		12 gauge steel may be used for roof constructions – adequate bracing of the roof crown must be provided to dissipate forces equally through the body structure			
E	Tailgate			Vendor Response		
				Yes	No	Exception
	1		Tailgate to be top hinged – one piece			
	2		Tailgate constructed of **minimum** 10 gauge steel and sufficiently reinforced to withstand repeated packing			
		a	State tailgate configuration			
		b	State tailgate size			

		c	State tailgate design			
	3	Tailgate shall be raised by hydraulic cylinders for load ejection.				
		a	Tailgate cylinders to incorporate a restriction device to prevent rapid descent in the case of hydraulic failure			
	4	Tailgate movement and latching controlled from inside of cab.				
	5	Tailgate seal shall be designed in such a fashion to allow vendor to guarantee no leakage will occur during normal operation to a minimum level of 24".				
	6	The tailgate is to incorporate a heavy duty positive type hydraulic latch operated from inside the cab.				
		a	Controls shall be guarded to prevent accidental activation during travel or loading			
		b	System shall include a visual and audible warning to notify operator if latch is not fully closed.			
	7	Hinge mounts reinforced where attached to body.				
	8	Heavy duty tailgate service props provided.				
F	Hopper			Vendor Response		
				Yes	No	Exception
	1	Hopper area to receive from the top and be designed to accommodate containers from one (1) through ten (10) cubic yard capacity.				
	2	12 yd hopper capacity minimum				
		State hopper capacity in cubic yards and also state height, width and length.				
	3	Hopper design to include a flat floor with straight vertical sidewalls. Hopper floor to be ¼" preferred hardox AR-450 abrasion resistant steel plate (203,000 PSI tensile strength). Sufficient under floor bracing to include full width crossmembers on 18" center minimum that are interlaced with longitudinal supports.				
	4	All external welds of hopper side bracing shall be continuous full seam.				
	5	Inside of the hopper shall be plug welded for additional strength				
	6	An under hopper liquid sump shall be designed to provide a 40 gallon sump for liquid retention. Clean out doors with seals shall be provided on both curb and street sides to remove debris from the liquid sump without having to enter the truck body. A clean out rake or similar tool provided with a saddle mounted on the truck body provided to carry the tool				
	7	Clean out doors with water tight seals				
		a	If the design of the packer is such that debris that falls behind the packer blade is cleaned out automatically and completely, then clean out doors are not required. Tempe will be the sole determiner if the design is adequate to completely clean the hopper area of debris.			
	8	Access to hopper to be provided for cleaning purposes.				
		a	Access to meet ANSI Safety Requirements.			
		b	Door to be equipped with a reliable, positive latch and inter-lock system to prevent arm or packer blade movement if not properly latched.			
		c	Two grab handles are preferred – one above door and on the side of door			
		d	Door shall have a minimum opening of 24" wide x 32" tall			
	9	Hydraulically operated horizontal sliding top hopper door to be included. Operated by a double acting hydraulic cylinder with a red warning light on dash to warn the operator when the door is not fully closed.				
		a	Hopper top door will have an interlock that will prevent the arms from dumping onto the top door			
		b	Open to close time to be 6 seconds maximum			
		c	Shall be constructed of steel sheet metal and able to support a 220 pound operator without denting, creasing or permanently distorting.			
G	Packer			Vendor Response		
				Yes	No	Exception
	1	Partial pack – full eject packer system.				
		a	State design of packing system offered			
	2	Packer blade shall be constructed of 3/16" **minimum** 100,000 PSI steel braced to withstand, without distortion, repeated application of maximum packing				

		a	Packer shall be reinforced with a combination of structural members for maximum strength and rigidity			
	3		Packer designed to prevent spillage of refuse over the top of the packer during both the pack and retract cycle.			
		a	Sharks teeth at the top of the parker blade to help prevent spillage of trash over the blade during compaction			
	4		It is preferred that the packer cycle time **not to exceed** 20 seconds (Cycle is full packer stroke out and return)			
		a	State guaranteed packer cycle time in seconds			
	5		Packer guide tracks shall be welded in and made from Hardox AR-450 – 203,000 PSI tensile strength steel			
	6		Packer shall have a wear plate/scraper blade across the bottom of packer that runs across the entire width of packer			
	7		Packer cylinders shall have the ability to be greased without entering the hopper.			
		a	If remote hoses are used to accomplish this, all hoses must be steel braided for strength and durability and secured in a way that prevents damage from refuse material			
	8		Packer blade size and travel designed to clear hopper area of trash without having to pack multiple times.			
	9		Packer system must allow packing while driving from can to can.			
H			Load Discharge – Full Eject	Vendor Response		
				Yes	No	Exception
	1		Dumping shall allow for complete emptying of the refuse body without the operator having to pull or clean remaining refuse from body.			
I			Hydraulics	Vendor Response		
				Yes	No	Exception
	1		It is preferred that the system operate at 2,500 psi or less			
		a	State system operating pressure			
	2		Will your system use a front mount or transmission mount PTO setup			
		a	If front mount is utilized, a means must be provided to protect front of engine mounted hydraulic pump and all associated lines.			
		b	State distance the front mount pump will extend forward of bumper or extend the bumper.			
	3		Design and capacity of the hydraulic system must be adequate to maintain desired pressures and operating capabilities in ambient temperatures of up to 120 degrees Fahrenheit			
	4		Hydraulic reservoir shall be properly baffled			
		a	State capacity of reservoir			
		b	Tank shall be pressurized to prevent cavitation unless it is mounted more than 20" above the pump inlet.			
		c	Tank shall be complete with screened fill port, magnetic drain plug, shut off vale, oil level sight gauge and temperature gauge			
	5		Preferred hydraulic system shall be fuel efficient and designed in a way to provide pressure and flow from the system pump(s) only when needed. This design shall utilize idle or very near idle engine RPM for functions			
		a	Pump(s) shall have full load sensing controls that provide power only when needed and thus reduce HP draw from the engine when hydraulic functions are not being used			
		b	System shall be designed in a way so that the hydraulic pump(s) will only provide the minimum flow required for each specific hydraulic function when commanded			
		c	System shall be designed in a way so that the pump(s) will go to zero flow and low pressure standby when no hydraulic functions are commanded regardless of engine speed			
		d	System shall contain a valve that assures a positive shutdown of the pump in case of system failure resulting in large amounts of fluid loss. In the event of a hose rupture or other catastrophic loss of fluid, the shutdown valve shall			

			stop all functions and prevent any additional fluid loss. Valve(s) shall be mounted directly to outlet of pump(s) for maximum reduction of fluid loss			
			Give a detailed description how your hydraulic system will accomplish this goal.			
	6		All hydraulic tubes shall be securely clamped to prevent vibration, abrasion and excessive noise.			
		a	Tubes running the length of the body roof shall be protected from tree limbs.			
		b	Exposed hoses or tubes running over the body structure will not be accepted.			
	7		Pump to body hard plumbing hall be provided. Flex hoses shall be provided at each end of the hard plumbing to provide adequate flexure to prevent hydraulic leaks			
	8		All high pressure hydraulic hoses will be double braided wire construction built to withstand a pressure equal to 2 times the maximum pump output			
		a	Hoses shall conform to SAE standards for designed pressure.			
		b	Bends shall not be more than recommended by SAE standards			
		c	Flat spots in hoses or lines will not be acceptable			
		d	Pressure hoses shall be protected with fabric guard			
	9		All hydraulic pressure hose fitting **must be** SAE 37 degree, JIC style male ridged and female swivel or flat face o-ring style with male rigid and female swivel			
	10		In line high pressure filter assembly mounted for easy access.			
		a	There shall be an electronic bypass monitor with permanently labeled warning light inside the cab visible to the operator			
		b	Spin on filter preferred			
		c	Tank shall be equipped with a sight level gauge for checking of fluid level that is easily visible and protected from damage			
		d	Tank shall include a ¼ turn ball valve on the suction line fitting to allow removal of tank without draining fluid			
	11		All valves shall be located in a manner to allow easy access by technician for diagnosis and repair			
	12		Pressure tap points with quick connect adapters shall be provided at all necessary points to allow complete system testing			
	13		All multi spool control valves shall be of sectional design such that servicing would not require replacement of the entire valve			
	14		Hydraulic packing cylinders must be of the internal cushion design to minimize hydraulic shock.			
		a	Cylinder design shall decrease the speed of the cylinder at least the last ½" of cylinder stroke in both direction of travel			
		b	Rods of packer cylinders **must be** induction hardened to a surface hardness of 55-65 Rockwell C scale.			
		c	Rods of all cylinders shall be chrome plated			
		d	All cylinders must be of a brand and design which can be repaired or rebuilt locally			
		e	State brand of cylinders on unit offered			
J			Lifting Device	Vendor Response		
				Yes	No	Exception
	1		Arms of the front loading refuse body capable of lifting a minimum of 8,000 pounds gross load measured at the centerline of an eight (8) cubic yard container.			
		a	State design and type of construction			
		b	State manner in which the arms attach to body			
	2		Lifting arms must not obstruct cab doors on either side during dumping cycle.			
	3		Bolt on replaceable rubber arm stops are **required**			
	4		Lifting arms provided with 51" forks for pickup of containers equipped with side sleeves.			

	5		Lift arms and forks shall be designed to service container of one (1) to eight (8) cubic yard capacity.			
		a	Replaceable fork cross shaft rubber bumpers required			
	6		Lift arms to have limiting cylinders or safety device to prevent them from tilting into cab and windshield when in the stored position.			
		a	State design and placement of lift arms in travel position			
	7		Rabbit ear style control levers for all functions provided inside cab within easy reach of the driver.			
	8		Lifting device and packer controls shall be electric over hydraulic with proportional control or feathering capabilities			
	9		Controls shall have an operator initiated "shake" function to allow operator to simulate a quick back and forth motion of the refuse container at the hopper to help loosen stuck debris in refuse container. "Shake" function control shall be mounted in a way that does not require the operator to mover their hand to another control position to use feature. "shake feature shall move container back and forth a minimum of 2 times. Custom programming of the length, speed and quantity of container shaking is preferred.			
	10		Hydraulic system and controls shall have on board diagnostic capabilities from information screen in the cab			
		a	Information screen shall provide real time information as well as allow for user programming, system diagnostic and customization of functions			
		b	On board customization shall have security levels of permissions so that the City can control the level of permissions for operators and technicians			
		c	Lift arm counter shall be provided that measures refuse can dump cycles as well as packer cycles.			
	11		Lifting arms equipped with steel tubular type hydraulic cylinders with sufficient rated capacity to effectively operate with the maximum rated load at maximum efficiency.			
	12		Hydraulic cylinders will rotate containers into hopper with sufficient angle to cleanly and quickly discharge material			
	13		It is preferred that the dump cycle time not to exceed 16 seconds (Cycle is full sweep up, dump, un-dump and lowered to the fully down position)			
		a	State guaranteed dump cycle time			
	14		Forks shall have a raised protrusion on the top of the outward end to assist in the prevention of cans slipping off of fork when the can is upright			
	15		System shall incorporate an automatic function of slowing the arms to a smooth stop when moving the arms to the fully stored position to prevent damage to arm stops and other affected arm components.			
		a	Heavy duty bolt-on hard rubber arm stops located at the side of body shall cushion and prevent over travel of the lift arms			
K	Painting			Vendor Response		
				Yes	No	Exception
	1		Complete unit shall be cleaned of all dirt & grease, all weld slag removed & then sand blasted			
	2		Finish shall be white to match cab color			
	3		City prefers powder coat finish with a minimum 4 mil thickness			
		a	Specify the type of finish will you provide?			
L	Manuals			Vendor Response		
				Yes	No	Exception
	1		The preferred medium for manuals is a web based platform. Vendors shall provide (at no cost to the City) access to all online manuals, including updates, for the lifecycle of the unit, or ten years, whichever comes first.			
	2		If online manuals are not yet available, digital versions can be substituted, however, they must be in PDF format. Pdf manuals must be searchable by item/topic.			
		a	Must be capable of being installed on a shared drive for access at multiple locations without using the CD, or provide the ability to copy the manuals			

			for use at multiple locations.			
	3	Service Manuals – to include comprehensive hydraulic and wiring schematics				
		a	Body			
		b	Hydraulics			
	4	Parts Manuals				
		a	Body			
		b	Hydraulics			
	5	Operators manual – two (2) – to be supplied with each unit				
M	Training			Vendor Response		
				Yes	No	Exception
	1	On site factory authorized operator training for each vehicle delivered. Operator training shall be scheduled at the convenience of the City of Tempe personnel				
	2	Vendor familiarity training for maintenance and repair of the vehicle. Training must occur within 2 weeks of request by the City.				

Questionnaire

Return this Section with your Response

Bidder shall submit answers to the following questions. Responses will be utilized in determination of contract award.

	Question	Response
1	Provide the address of the facility that will supply units to the City of Tempe.	
	a If you do not have a Tempe, or valley address, how do you intend to handle repair/warranty issues	
2	Describe your company and its history – include years in business	
3	Please provide contact information for the primary account representative and a backup contact for the City of Tempe. • Contact Name • Phone Number • Cell Phone Number • e-mail address	Provide contact information below
4	Do you have factory-trained personnel on site to perform installation, maintenance and repair on the equipment you are offering?	
5	What is the delivery time ARO for the equipment you are offering – liquidated damages will apply if delivery timelines are not met. The City of Tempe prefers a delivery time of 180 days or less. Liquidated damages are $100 per day per truck will be assessed after the agreed upon delivery date has expired.	
	a Do you understand and accept this condition?	
6	If required warranty work requires that vehicle to be taken to your facility for repairs to be effected, will you pick up and return vehicle at no cost to the City of Tempe?	
7	Do you provide, at no cost, human based technical support for the cab and chassis to assist with diagnosis of problems for service technicians? This service must be available for the lifecycle of the unit or 10 years, whichever comes first.	
	a If yes, provide information explaining the working of the program, the level of support provided and hours the service is available.	
8	Do you provide, at no cost, human based technical support for the refuse body to assist with diagnosis of problems for service technicians? This service must be available for the lifecycle of the unit or 10 years, whichever comes first.	
	a If yes, provide information explaining the working of the program, the level of support provided and hours the service is available.	
9	Do you agree to the Terms and Conditions of this RFP?	
	a If No, explain to right	
10	List three (3) governmental or large corporate references for which you currently provide similar services.	

	• Organization/Firm Name • Contact Name • Phone Number	Provide Reference Information Below
11	List number of units already built to these specifications and body configurations	Provide quantities below
	Front Loaders	
	Rear Loaders	
	Side Loaders	

Checklist for Submittals

The following checklist has been provided to assist you in submission of your offer.

This list should not be considered complete, other information or documents may be necessary as part of your submission.

The items listed are the primary documents and information that must be completed and/or included with your submittal.

Please include any information or documents that will clarify your submittal.

Description			Included √
1	One signed and complete original of the RFP response – only sections marked **"Return this Section with your Response"** are required but you may include supplemental materials you believe necessary to clarify your submittal.		
	a	Vendor's Offer – Form 201-B (RFP) has been signed and included with response	
2	Two (2) additional copies of RFP response on Flash Drive – a single copy of your response should be put on each requested Flash Drive - only sections marked **"Return this Section with your Response"** are required but you may include supplemental materials you believe necessary to clarify your submittal.		
	a	It is required that responses be returned in "Word" format. The signature page can be in pdf format.	
	b	If utilizing a PDF file format for any additional information submitted with response, please optimize the file (low resolution) to lower memory space requirements	
3	Questionnaire has been completed and included		
4	Price information is complete and included		
5	Literature included for options and training are included		
6	Signed and completed Affidavit of Compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5) or acceptable alternative		
7	Any addendum(s) have been included		

Evaluation Criteria

An evaluation committee composed of City staff will review the responses and score them according to the criteria listed below.

Award Criteria			Weight	x	Rating	=	Points
1	Cost		8 (32%)	x		=	
	a	Base Vehicle					
	b	Options					
	c	Diagnostic Software and cables					
	d	Training					
2	Ability to meet or exceed requested parameters		6 (25%)	x		=	
	a	Specifications					
	b	Experience in producing units meeting Tempe specifications					
	c	Warranty Offered					
	d	Guaranteed cycle times for packing operations, etc.					
	e	Delivery Time (subject to liquidated damages if not met					
3	Functionality of unit		4 (17%)	x		=	
	a	Curb to Curb turning diameter					
	b	Wall to Wall turning distances					
	c	Height of unit					
4	Local parts inventory, warranty and service availability (or the ability to provide an acceptable alternative)		3 (13%)	x		=	
5	Training for Service Technician & Support		2 (8%)	x		=	
	a	Quality and Variety of Manuals Offered					
	b	Quality and Variety of Training Offered					
	c	Quality and quantity of diagnostic tools and software offered					
	d	Vehicle diagnostic support					
6	Overall response to RFP		1 (5%)	x		=	
	a	Quality, composition and completeness of response					
	b	Acceptance of Terms and Conditions of the RFP					
						Total	

This proposal will be evaluated on a cumulative point system.

Scoring

Outstanding	8 to 10
Good	6 to 7.9
Average	3 to 5.9
Poor	0 to 2.9

Price Sheet – Rear Load

Return this Section with your Response

Quantities listed on the price sheet are for City of Tempe projected purchases for the initial four years of the contact but does not obligate the City to order or accept more than actual needs and availability of appropriated funds permit. The contract(s) will be evaluated on an annual basis for compliance with bid specifications and performance to determine if available contract extensions will be utilized.

Upgrades must be net and include any reduction related to the cost of the base unit as specified

Pricing must be inclusive of all costs including. The City will not pay fuel surcharges or any cost beyond those stated below.

Description		Unit Cost		
Rear load refuse vehicle		$		
Options		Cost		
1	TruTrack steering geometry correction kit to be installed	**$**		
2	Upgrade to disk brakes	**$**		
3	Exterior engine hour meter readable from ground level, engine oil pressure activated	**$**		
4	Heavy duty pintle hitch – mounted so that the contact point with the pintle eye will be 29" off the ground	**$**		
5	Trailer brake controller to be installed within easy reach of driver. Trailer connector to be provided. Standard 7-way RV style wired to be compatible with Tempe vehicles	**$**		
6	Bolt on shovel holder – with shovel provided. Holder shall be made in such a way that allows easy mounting and dismounting of shovel without the use of tools and securely holds the shovel while vehicle is being driven up to and including highway speeds	**$**		
7	Bolt on rake holder – with rake provided. Holder shall be made in such a way that allows easy mounting and dismounting of shovel without the use of tools and securely holds the shovel while vehicle is being driven up to and including highway speeds	**$**		
8	Spare wheel and mounted tire for front axle	$		
9	Spare wheel and mounted tire for rear axle	$		
10	Deduct – Change to Diesel Engine Cummins ISL (345hp)	$		
11	Deduct – Remove transmission integral retarder	$		
12	Meritor FUELite Tandem axle in a 6x2 configuration in lieu of conventional tandem	$		
13	Cab and Chassis diagnostic software, cables, adaptors and any required updates during the life of the vehicle or 10 years whichever occurs first **must** be supplied. Indicate software to be included below – indicate if included or needed in column to right	$		
		Yes	No	Not Required
	a. Engine diagnostic software and cables			
	b. Transmission diagnostic software and cables			
	c. Anti-Lock brake diagnostic software and cables			
	d. Chassis diagnostic software and cables			
	e. Regenerative exhaust system diagnostic software and cables			
	f. Other diagnostic software and cable to be supplied – list below:			
14	Body diagnostic software, cables, adaptors and any required updates during the life of the vehicle or 10 years whichever occurs first **must** be supplied. Indicate software to be included below – indicate Yes or No in column to right:	$		
		Yes	No	Not Required
	a. Refuse body diagnostic software			
	b. Other diagnostic software – list below			
15	Service Technician Training - per person Factory authorized maintenance and repair training for engine. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expenses (if out of the Phoenix area)	$		

16	Service Technician Training – per person Factory authorized maintenance and repair training for transmission. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expenses (if out of the Phoenix area)	$
17	Service Technician Training – per person Factory authorized maintenance and repair training for Chassis unit. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expenses (if out of the Phoenix area)	$
18	Service Technician Training – per person Factory authorized maintenance and repair training for refuse unit. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expenses (if out of the Phoenix area)	$ $
19	Roadway Displays Inc message board frame, two (2) per truck (2-1/4" x 95-1/2" x 31-1/2" to include frame and installation	$
20	Twenty (20) lb dry chemical ABC rated fire extinguisher with bracket mounted on body	$
21	Grote #64123 LED amber lights – quantity of two, mounted on rear of truck wired to alternately flash with in cab control switch	$
22	Amber strobe light (LED) – quantity of one (1) mid mounted tail gate with in cab control switch	$
23	Cone Holder	$
24	Zonar GPS/Pretrip system – Hardware and complete installation only	$
25	Air operated cab jack with hydraulic override if air system is not working.	$
26	Full air suspension on conventional tandem	$
27	Vulcan scale system with Haulmax suspension 6x4 configuration	$
28	Vulcan scale system with Air Suspension 6x4 configuration	$
29	Vulcan scale system with Meritor FUELite 6x2 configuration	$
30	Super single tires on tandem axle	$
31	Optional 32/33 CY body with pusher axle (diesel fuel only)	$
	State estimated maximum payload while maintaining legal weight limits as defined by the Arizona bridge formula for 32/33 CY body.	
Other supplier recommended options (including extended warranties) – add pages if needed.		
		$
		$
		$
		$
		$

Price Sheet – Side Load

Return this Section with your Response

Quantities listed on the price sheet are for City of Tempe projected purchases for the initial four years of the contact but does not obligate the City to order or accept more than actual needs and availability of appropriated funds permit. The contract(s) will be evaluated on an annual basis for compliance with bid specifications and performance to determine if available contract extensions will be utilized.

Upgrades must be net and include any reduction related to the cost of the base unit as specified

Pricing must be inclusive of all costs including. The City will not pay fuel surcharges or any cost beyond those stated below.

Description				Unit Cost
Side Load refuse vehicle				$
Options				Cost
1	Single drive rear axle with dual wheels –with liftable tag with dual wheels per specifications below			**$**
	a	26,000# minimum axle rating with largest brakes available – would prefer 31,000# rating – indicate compliance to right		
		a	Specify manufacturer, model and rating	
		b	Specify brake size	
	b	23,000# minimum liftable tag axle (Watson-Chalin or equal) – indicate compliance to right		
		a	Specify manufacturer, model and rating	
		b	Specify brake size	
	c	Rear suspension rating shall exceed axle ratings– indicate compliance to right		
	d	Drive axle to have spring suspension		
		a	Provide manufacturer, model and rating of drive suspension	
	e	Liftable tax axle to be air suspension– indicate compliance to right		
		a	Provide manufacturer, model and rating of tag suspension	
2	Auto down feature for liftable tag based on weight on drive axle			**$**
3	Meritor FUELite Tandem axle in a 6x2 configuration in lieu of conventional tandem			**$**
4	TruTrack steering geometry correction kit to be installed			**$**
5	Upgrade to disk brakes			**$**
6	Exterior engine hour meter readable from ground level, engine oil pressure activated			**$**
7	Meritor FUELite Tandem axle in a 6x2 configuration in lieu of conventional tandem			
8	Bolt on shovel holder – with shovel provided. Holder shall be made in such a way that allows easy mounting and dismounting of shovel without the use of tools and securely holds the shovel while vehicle is being driven up to and including highway speeds			**$**
9	Spare wheel and mounted tire for front axle			$
10	Spare wheel and mounted tire for rear axle			$
11	Deduct – Change to Diesel Engine Cummins ISL (345hp)			$
12	Deduct – Remove integral transmission retarder			$
13	Deduct – Change to conventional real axle setup with **no** liftable tag			$
14	Cab and Chassis diagnostic software, cables, adaptors and any required updates during the life of the vehicle or 10 years whichever occurs first **must** be supplied. Indicate software to be included below – indicate if included or needed in column to right			$
				Yes / No / Not Required
	a. Engine diagnostic software and cables			
	b. Transmission diagnostic software and cables			
	c. Anti-Lock brake diagnostic software and cables			
	d. Chassis diagnostic software and cables			
	e. Regenerative exhaust system diagnostic software and cables			
	f. Other diagnostic software and cable to be supplied – list below:			

15	Body diagnostic software, cables, adaptors and any required updates during the life of the vehicle or 10 years whichever occurs first **must** be supplied. Indicate software to be included below – indicate Yes or No in column to right:	$		
		Yes	No	Not Required
	a. Refuse body diagnostic software			
	b. Other diagnostic software – list below			
16	Service Technician Training - per person Factory authorized maintenance and repair training for engine. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expenses (if out of the Phoenix area)	$		
17	Service Technician Training – per person Factory authorized maintenance and repair training for transmission. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expenses (if out of the Phoenix area)	$		
18	Service Technician Training – per person Factory authorized maintenance and repair training for Chassis unit. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expenses (if out of the Phoenix area)	$		
19	Service Technician Training – per person Factory authorized maintenance and repair training for refuse unit. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expenses (if out of the Phoenix area)	$ $		
20	Roadway Displays Inc message board frame, two (2) per truck (2-1/4" x 95-1/2" x 31-1/2" to include frame and installation	$		
21	Twenty (20) lb dry chemical ABC rated fire extinguisher with bracket mounted on body	$		
22	Grote #64123 LED amber lights – quantity of two, mounted on rear of truck wired to alternately flash with in cab control switch	$		
23	Amber strobe light (LED) – quantity of one (1) mid mounted tail gate with in cab control switch	$		
24	Cone Holder	$		
25	Zonar GPS/Pretrip system – Hardware and complete installation only	$		
26	Air operated cab jack with hydraulic override if air system is not working.	$		
27	Full air suspension on conventional tandem	$		
28	Vulcan scale system with Haulmax suspension 6x4 configuration	$		
29	Vulcan scale system with Air Suspension 6x4 configuration	$		
30	Vulcan scale system with Meritor FUELite 6x2 configuration	$		
31	Super single tires on tandem axle	$		
32	Optional 33 CY body with tandem axle and 13,500 liftable steerable tag axle.	$		
	State estimated maximum payload while maintaining legal weight limits as defined by the Arizona bridge formula for 33CY body.			
Other supplier recommended options (including extended warranties) – add pages if needed.				

Price Sheet – Front Load

Return this Section with your Response

Quantities listed on the price sheet are for City of Tempe projected purchases for the initial four years of the contact but does not obligate the City to order or accept more than actual needs and availability of appropriated funds permit. The contract(s) will be evaluated on an annual basis for compliance with bid specifications and performance to determine if available contract extensions will be utilized.

Upgrades must be net and include any reduction related to the cost of the base unit as specified

Pricing must be inclusive of all costs including. The City will not pay fuel surcharges or any cost beyond those stated below.

Description		Unit Cost		
Front load refuse vehicle		$		
Options		Cost		
1	TruTrack steering geometry correction kit to be installed	**$**		
2	Upgrade to disk brakes	**$**		
3	Exterior engine hour meter readable from ground level, engine oil pressure activated	**$**		
4	Bolt on shovel holder – with shovel provided. Holder shall be made in such a way that allows easy mounting and dismounting of shovel without the use of tools and securely holds the shovel while vehicle is being driven up to and including highway speeds	**$**		
5	Spare wheel and mounted tire for front axle	$		
6	Spare wheel and mounted tire for rear axle	$		
7	Deduct – Change to Diesel Engine Cummins ISL (345hp)	$		
8	Deduct – Remove integral retarder	$		
9	Deduct – Change to conventional real axle setup with **no** liftable tag	$		
10	Cab and Chassis diagnostic software, cables, adaptors and any required updates during the life of the vehicle or 10 years whichever occurs first **must** be supplied. Indicate software to be included below – indicate if included or needed in column to right	$		
		Yes	No	Not Required
	a. Engine diagnostic software and cables			
	b. Transmission diagnostic software and cables			
	c. Anti-Lock brake diagnostic software and cables			
	d. Chassis diagnostic software and cables			
	e. Regenerative exhaust system diagnostic software and cables			
	f. Other diagnostic software and cable to be supplied – list below:			
11	Body diagnostic software, cables, adaptors and any required updates during the life of the vehicle or 10 years whichever occurs first **must** be supplied. Indicate software to be included below – indicate Yes or No in column to right:	$		
		Yes	No	Not Required
	a. Refuse body diagnostic software			
	b. Other diagnostic software – list below			
12	Service Technician Training - per person Factory authorized maintenance and repair training for engine. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expenses (if out of the Phoenix area)	$		
13	Service Technician Training – per person Factory authorized maintenance and repair training for transmission. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expenses (if out of the Phoenix area)	$		
14	Service Technician Training – per person Factory authorized maintenance and repair training for Chassis unit. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expenses (if out of the Phoenix area)	$		

15	Service Technician Training – per person Factory authorized maintenance and repair training for refuse unit. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expenses (if out of the Phoenix area)	$ $
16	Roadway Displays Inc message board frame, two (2) per truck (2-1/4" x 95-1/2" x 31-1/2" to include frame and installation	$
17	Twenty (20) lb dry chemical ABC rated fire extinguisher with bracket mounted on body	$
18	Grote #64123 LED amber lights – quantity of two, mounted on rear of truck wired to alternately flash with in cab control switch	$
19	Amber strobe light (LED) – quantity of one (1) mid mounted tail gate with in cab control switch	$
20	Cone Holder	$
21	Zonar GPS/Pretrip system – Hardware and complete installation only	$
22	Air operated cab jack with hydraulic override if air system is not working.	$
23	Full air suspension on conventional tandem	$
24	Vulcan scale system with Haulmax suspension 6x4 configuration	$
25	Vulcan scale system with Air Suspension 6x4 configuration	$
26	Vulcan scale system with Meritor FUELite 6x2 configuration	$
27	Super single tires on tandem axle	$
28	Optional 43 CY body with steerable tag axle	$
	State estimated maximum payload while maintaining legal weight limits as defined by the Arizona bridge formula for 43 CY body.	
Other supplier recommended options (including extended warranties) – add pages if needed.		
		$
		$
		$
		$
		$

* Applicable Tax _____ %

*** State correct jurisdiction to receive sales tax on the <u>Vendor's Offer</u>, Form 201-B (RFP) included in this Request for Proposal.**

Less prompt payments discount terms of __ % __ days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

<u>Ordering and Invoice Instructions</u>

In order to facilitate internal control and accounting, each City Department will order and <u>must be invoiced separately</u>. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three (3) and six (6) ordering departments. At the time an order is placed, the Contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the Contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address:	City of Tempe Accounting (see below for your contact) P.O. Box 5002 Tempe, Arizona 85280 Phone: 480-350-8355	
Accounting Contacts:	Alex Chin	Letters A – H and Numbers
	Ramona Zapien	Letters I – Z
	Danielle Plunkett	General AP Inquiries and AP Checks

AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5)

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

_____ Current copy of antidiscrimination policy attached

OR

_____ I hereby certify _____ (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

_____ Date: _____

Signature

_____ _____

Print Name Title

_____

Company

Rush Truck Center, Phoenix
9600 W. Roosevelt St.
Tolleson, AZ 85353
602-422-8100

Customer Proposal Letter

CITY OF FLAGSTAFF
211 West Aspen Ave.
Flagstaff, AZ 86001
928-799-7301
cschroeder@flagstaffaz.gov
CANDACE SCHROEDER

CANDACE SCHROEDER, thank you for the opportunity to earn your business. We look forward to working with you on your business needs. Please accept the following proposal.

VEHICLE

Make Peterbilt Model 320 Year 2017 Stock Number To Be Determined

Additional Vehicle and Accessories Description To be delivered on or about 10/1/2016

PRICING INCLUDES: SCORPION SIDE LOAD BODY PER ATTACHED SPEC.
PRICING BASED ON CITY OF TEMPE CONTRACT.

Quantity	2	Total
Truck Price per Unit	$243,742.97	$487,485.94
F.E.T. (Factory & Dealer Paid)	$0.00	$0.00
Net Sales Price	$243,742.97	$487,485.94
Optional Extended Warranty(ies)		
State Sales Tax	$20,230.67	$40,461.34
Documentary Fee	$250.00	$500.00
Administration Fee		
Vehicle Inventory Tax		
Additional Taxes	$25.00	$50.00
Tire Recycling Program	$20.00	$40.00
Battery Disposal Fee		
Out of State Vehicle Fee		
Rebate(s)		
Total Sales Price (Including Rebate(s))	$264,268.64	$528,537.28
Trade Allowance (see DISCLAIMER Below)		$0.00

Sales Representative — signature: George Beal — printed name: George Beal

Purchaser — signature — printed name

title — date

Accepted by Sales Manager or General Manager — signature — printed name

Quote good until 5/1/2016 **Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.**

DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Purchase Order incorporating above terms. Any documentary fees, state tax, title, registration and license fees subject to adjustment and change. Actual F.E.T. to be paid by Dealer, subject to adjustment. Any F.E.T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.

RTC Q-300-7/12

Printed on 2/9/2016 at 1:37 PM.

Rush Truck Center, Phoenix
9600 W. Roosevelt St.
Tolleson, AZ 85353
602-422-8100

Customer Proposal Letter

CITY OF FLAGSTAFF
211 West Aspen Ave.
Flagstaff, AZ 86001
928-799-7301
cschroeder@flagstaffaz.gov
CANDACE SCHROEDER

CANDACE SCHROEDER, thank you for the opportunity to earn your business. We look forward to working with you on your business needs. Please accept the following proposal.

VEHICLE

Make Peterbilt Model 320 Year 2017 Stock Number To Be Determined

Additional Vehicle and Accessories Description To be delivered on or about 10/1/2016

PRICING INCLUDES: MCNEILUS FRONT LOAD BODY.
PRICING BASED ON CITY OF TEMPE CONTRACT.

		Total
Quantity	2	
Truck Price per Unit	$238,874.76	$477,749.52
F.E.T. (Factory & Dealer Paid)	$0.00	$0.00
Net Sales Price	$238,874.76	$477,749.52
Optional Extended Warranty(ies)		
State Sales Tax	$19,826.61	$39,653.22
Documentary Fee	$250.00	$500.00
Administration Fee		
Vehicle Inventory Tax		
Additional Taxes	$25.00	$50.00
Tire Recycling Program	$20.00	$40.00
Battery Disposal Fee		
Out of State Vehicle Fee		
Rebate(s)		
Total Sales Price (Including Rebate(s))	$258,996.37	$517,992.74
Trade Allowance (see DISCLAIMER Below)		$0.00

Sales Representative — signature: George Beal — printed name: George Beal

Purchaser — signature — printed name

title — date

Accepted by Sales Manager or General Manager — signature — printed name

Quote good until 5/1/2016 **Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.**

DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Purchase Order incorporating above terms. Any documentary fees, state tax, title, registration and license fees subject to adjustment and change. Actual F.E.T. to be paid by Dealer, subject to adjustment. Any F.E.T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.

RTC Q-300-7/12

Printed on 2/9/2016 at 1:34 PM.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Chad Smith, Special Services Supervisor , Police Department

Co-Submitter: Damian Gallegos

Date: 02/02/2016

Meeting Date: 03/01/2016

TITLE:

Consideration and Approval of Purchase: Two (2) Police Interceptor Utility Vehicles

RECOMMENDED ACTION:

Approve the purchase of two (2) 2016 Ford Police Interceptor Utility Vehicles from Peoria Ford (current contract holder) out of a City of Flagstaff Contingency Fund account. These funds were identified as the preferred purchase account by the Budget Committee. The total purchase price for these two (2) vehicles would be $57,988.88 (taxes and fees included).

Executive Summary:

We are seeking to purchase these two (2) vehicles to replace two (2) Crown Victoria Police vehicles, which sustained significant damage at no fault to the city or their operators; both of the Crown Victoria vehicles considering their age, mileage, and significance of damage, the vehicles are considered to be total losses. The purchase of these two vehicles was approved by the Fleet Committee on 11/10/2015. Once approved by the Fleet Committee, it was reviewed by the Budget Committee in December 2015 and approved the purchase utilizing a Contingency Fund account.

Financial Impact:

The budget appropriation for FY2016 for the purchase of these vehicles will be covered by the General Fund Contingency (001-00-000-0000-0-4277); at $28,994.44 each (after taxes and fees), for a total of $57,988.88. In addition, the City has received to date $11,385 in insurance recoveries to off set the cost of these vehicle purchases.

Connection to Council Goal and/or Regional Plan:

1) Invest in our employees and implement retention and attraction strategies:

It is disheartening and can create a morale issue, when officers arrive to work, but no vehicles are available to them in order to conduct patrol field duties.
11) Ensure we are prepared for extreme weather events:

Since the Ford Police Interceptor Utility's introduction in 2015, the Utility platform of the patrol vehicle has proven its effectiveness in all of Flagstaff's weather patterns. The increased frame and engine clearance allows for safer travel through elevated waters and, in the event of a fire, driving on non-maintained roads.

Previous Council Decision on This:

In November 2014, the Council approved the purchase contract with Peoria Ford for a total of four (4) Ford Interceptors. The Invitation For Bids document had a "Subsequent Purchase" clause that allowed for the purchase of any additional Ford Interceptors for a period of twenty-four (24) months from the lowest bidder, who was Peoria Ford.

Options and Alternatives:

Forego purchase of the vehicles from the account identified by the Budget Committee and purchase the vehicles from the account originally identified and approved by the Fleet Committee, which was the Fleet Catastrophic Fund account.

Background/History:

The Police Department is respectfully requesting the purchase of these vehicles in response to the unforeseen and unfortunate damage of two (2) Crown Victoria patrol units. These separate events both resulted in the patrol vehicles being rendered completely inoperable; neither the City nor the respective vehicle operators were found to be at fault in either event. During a Fleet Committee Meeting on 11/10/2015, it was discussed that the loss of a patrol vehicle is detrimental to the overall functionality of the patrol fleet, as it takes three (3) months to receive a new vehicle and approximately four (4) weeks thereafter to have the vehicle built for patrol use. Given that approval to purchase patrol vehicles is only sought once per year during the budget cycle, it makes timely replacement of these vehicles extremely difficult, resulting in a significant waiting period to get a new vehicle requested, ordered, built and back on the road. It was discussed and determined that it may be in the City's best interest to utilize an existing funding source to more efficiently bring a patrol vehicle into the fleet as soon as possible. The Fleet Committee recognized their Catastrophic Fund may be a feasible solution. The Fleet Committee then voted on and approved the purchase of two (2) more 2016 Interceptor vehicles to replace the two (2) totaled Crown Victoria Interceptor units. Given the Fleet Committee support, we took the next step in the procurement process and presented the information and numbers to the Budget Committee. After review, the Budget Committee agreed to the purchase of the vehicles, but identified a more appropriate Contingency Fund account, from which to purchase the vehicles. Of note is we received some monies from the at-fault party's insurance agencies in one of these incidents. Subsequently, the police department received approval from the Budget Committee for the adjusted cost to purchase these vehicles (cost of the new vehicle, minus the insurance money received in settlement for the totaled patrol unit).

Key Considerations:

The purchases being recommended have been reviewed and approved by both the Fleet Committee and Budget Committee. Approval of these purchases would help to ensure a functional patrol fleet and continue to move the fleet in the direction of best practices in vehicle replacement and leveraging resources to help accommodate our improving patrol officer retention.

Expanded Financial Considerations:

Community Benefits and Considerations:

Sustaining a reliable police fleet helps minimize vehicle downtime, ultimately maximizing the number of police vehicles on the road, which may lead to faster response times and an elevated level of service to our citizens.

Expanded Options and Alternatives:

Forego the purchase at this time and attempt to replace the vehicles in the FY2017 budget cycle. The police department is already requesting an additional five (5) patrol vehicles, which will meet replacement criteria during FY2017 (totaling $144,972.20). Unfortunately, it appears there may be insufficient funds to replace all five (5) vehicles.

Attachments: Quote

AZ Contract #: ADSPO13-038802
City of Flagstaff PD
1/25/2016
Attn: Chad Smith
Exterior Color: Black
Interior Color: Black
See attached Specifications

Factory lead time 10-12 weeks

Chad Welsh
9130 West Bell Road
Peoria, Arizona 85382
Phone: 623-261-0570
Fax: 480-393-5536
Email: cwelsh@peoriaford.com

Line Item:	Order Code	Description	Price
1	K8A	2016 Ford Interceptor Utility AWD 3.7L V6	$25,988.24
2	51R	Spot Lamp - LED Bulb, Driver Only (Unity)	$345.00
3	595	Remote Keyless Entry Key Fob	$227.00
4	76R	Reverse Sensing	$240.00
5	43D	Dark Car	$17.00
6			
7			
8			
9			
10			
11			
12			
13			
14			
Taxable Total:			$26,817.24
Sales Tax:		Sales Tax if applicable Peoria 8.1%	$2,172.20
Warranty Cost:			$0.00
Tire Tax:			$5.00
Freight			$0.00
Total Per Unit:			$28,994.44

Unit Quantity Requested: **2**
Total Price for all units Delivered: ***$57,988.87***

Thank you for this opportunity to gain your business!
To place order, review for accuracy and fax back with signature and P.O. number (if applicable).

Signature:_____ **Date:**_____
Printed Name:_____ **P.O.#:**_____

Peoria Ford
9130 W. Bell Rd., Peoria, Arizona, 85382
Office: 623-977-8888 Fax: 623-877-8372

Customer Proposal

Prepared by:

Chad Welsh
Office: 623-977-8888

Date: 01/27/2016
Vehicle: 2016 Utility Police Interceptor Base AWD

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Selected Options

Code	Description
Base Vehicle	
K8A	Base Vehicle Price (K8A)
Packages	
500A	Order Code 500A
Powertrain	
99R	Engine: 3.7L V6 Ti-VCT FFV *High efficient police calibrated displacement technology is optimal for long days spent idling or on the job.*
44C	Transmission: 6-Speed Automatic *Exclusively police calibrated for maximum acceleration and faster closing speeds.*
STDAX	3.65 Axle Ratio
STDGV	GVWR: 6,300 lbs
Wheels & Tires	
STDTR	Tires: P245/55R18 AS BSW
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel *Includes center caps and full size spare.*
Seats & Seat Trim	
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear *Includes driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks.*
Other Options	
113WB	113" Wheelbase
PAINT	Monotone Paint Application
STDRD	Radio: MyFord AM/FM/CD/MP3 Capable *Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.*
43D	Dark Car Feature *Courtesy lamp disabled when any door is opened.*
51R	Driver Only LED Spot Lamp (Unity)
595	Remote Keyless Entry Key Fob w/o Key Pad *Does not include PATS.*
76R	Reverse Sensing
Interior Colors	

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Selected Options (cont'd)

Code	Description
9W_01	Charcoal Black
Primary Colors	
G1_02	Shadow Black

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Warranty - Selected Equipment & Specs

Warranty

Basic			
Distance	36000 miles	Months	36 months
Powertrain			
Distance	100000 miles	Months	60 months
Corrosion Perforation			
Distance	Unlimited miles	Months	60 months
Roadside Assistance			
Distance	60000 miles	Months	60 months

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: John Saltonstall, Business Retention & Expansion Manager

Co-Submitter: David McIntire

Date: 02/18/2016

Meeting Date: 03/01/2016

TITLE:

Consideration and Adoption of Ordinance No. 2016-09: An ordinance to enter into a third 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).***

RECOMMENDED ACTION:

1) Read Ordinance No. 2016-09 by title only for the final time
2) City Clerk reads Ordinance No. 2016-09 by title only (if approved above)
3) Adopt Ordinance No. 2016-09

Executive Summary:

Nestle-Purina and the City of Flagstaff request a six month extension of the existing development agreement and underlying lease which are scheduled to expire April 14, 2016. This extension is to achieve the original purposes of the previous extensions and to explore feasibility of voluntary installation of equipment to achieve measurable odor mitigation related to expanded production.

Nestle-Purina has completed their study of ways to mitigate odor from local production. Nestle-Purina is currently working with city staff to negotiate an extension of the existing development agreement and underlying lease in order to facilitate a phased implementation of odor mitigation measures that are anticipated to cost approximately $3 million.

Recent changes to the Council Meeting Calendar, specifically moving the March 15, 2016 meeting to March 22, 2016, make this extension request necessary. The goal originally was to present a multi-year extension request with details regarding an odor mitigation plan for final approval on March 15, 2016. The schedule change however reduces the 30-day effective period thereby requiring this additional extension which will allow proper analysis and negotiating time without additional impacts.

Financial Impact:

The intention is for there to be no financial impacts to the parties or other governmental agencies. The Coconino County Assessor has placed Nestle-Purina back on standard tax roles effective January 1, 2017; therefore, this temporary extension will have zero impact on the current tax year, while allowing additional time to understand the potential benefit and to negotiate a more favorable outcome for the community and for Nestle-Purina.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:
#7) Continue to implement the Flagstaff Regional Plan and focus efforts on specific plans.
#9) Improve the economic quality of life for Flagstaff through economic diversifications, and by fostering jobs and programs that grow wages and revenues.
#10) Support and assist the most vulnerable.

REGIONAL PLAN:
Goal ED.3. Regional economic development partners support the start-up, retention, and expansion of existing business enterprises.

Has There Been Previous Council Decision on This:

Council approved the Development Agreement and underlying lease with Nestle-Purina in 2003. The agreement and lease were amended in 2008. More recently, Council approved a short term extension of the agreement and lease for the purposes of exploring odor mitigation options and developing an implementation strategy. Discussion and first reading of the ordinance occurred at the February 16, 2016, Council Meeting.

Options and Alternatives:

1. Approve the six-month extension of the Development Agreement and underlying lease in order to develop an odor mitigation implementation plan Pro: This will provide the two parties with the additional time required to analyze the opportunity and develop a strategy that meets community and business needs.
Con: Maintains the tax exemption for six months 2. Reject the request to extend the Development Agreement and underlying lease for six months. Pros: This will result in tax revenues returning to the normal level (additional $400,000 per year to the community partners and the city).
Cons: This action will not support achieving the original purpose of projected tax savings or opportunity to reduce the odor impacting the community associated with the Purina expansion and increased production.

Background/History:

Nestle-Purina has been expanding operations in Flagstaff ever since Purina was acquired by Nestle, S.A. in December of 2001. In 2003, Nestle-Purina entered into a development agreement with the City of Flagstaff and underlying lease. Performance requirements of that agreement included 100,000 square foot addition, hiring additional employees, and continuing operations. In 2008, the development agreement was amended to accomplish a number of other development-related items including: selling the City two acres of land for a fire station, dedicating right of way to realign Industrial Drive, while Nestle-Purina constructs another 94,000 square feet of space, providing parking for 292 vehicles, and using all commercially reasonable efforts to add another 50 full- time employees. Details of both agreements are included in this packet.

Under the Development Agreement, the City has accepted title to Purina property. This enables the property to be constitutionally exempt from property tax (about $490,000 per year savings). The City leases the property back to Purina, and Purina pays a Government Property Lease Excise Tax (GPLET) of approximately $90,000 per year. Thus, currently the net tax savings for Purina is about $400,000 per year.

Nestle-Purina has met all requirements thus far yet has fallen short of the DA projected tax savings by at least $600,000 and possibly as high as $1 million (City staff is still determining the actual number) which is attributed to the market correction and reduced property values. During this period, production has increased greatly which means Purina's operations are running more frequently, in turn creating more instances when there is the related odor of production. As Nestle-Purina seeks to be a great community partner, they have already been exploring ways to mitigate the related odor from production and are

currently studying the issue. To be clear, although the smell is evident, Nestle-Purina continues to meet all air quality and odor requirements at the state and federal levels. Part of being a great community partner inspires Nestle- Purina to explore the typically costly measures to mitigate odor.

Key Considerations:

Nestle-Purina has invested $120,000 to study means of mitigating odor related to their local production facility even though they are compliant with applicable regulations. Extending the DA to allow time to develop a plan and measurement strategy provides the time necessary to explore this option. Potentially the extension could result in using the DA for the original purposes (yield closer to projected tax savings) and apply funds towards odor mitigation efforts to achieve measurable reductions in odor from production. As a large employer, the image of manufacturing is critical to the workforce pipeline for the entire industry. Supporting the expeditious mitigation of the odor contributes to a more appealing workforce option. Additionally, it would have the benefit of assisting economic development in the eastern portion of the City and reduce a nuisance to residents.

Expanded Financial Considerations:

The DA and underlying lease allow a business to turn over title of real property to a municipality, which in turn leases the land back to the owner in order to experience relief from property tax for a limited amount of time. This is intended to support business expansion and other public benefits. The city and community partners understand that their revenues are diminished as the business is not paying property taxes; in this case since 2003, Nestle-Purina has experienced a total tax savings of approximately $2.5 to $3 million while at the same time investing greatly in their operations and now employing approximately 250.

As odor may be off-putting to a workforce pipeline, so too may the odor negatively impact other uses in the area. Increased housing in the area supports many neighborhoods that are impacted by the odor. Business in and around the Flagstaff Mall are also impacted by the odor. Supporting the effort to mitigate the odor supports the populations and industry that are also in the area.

Community Benefits and Considerations:

The east side of Flagstaff and the Flagstaff Mall could potentially benefit greatly through a reduced nuisance odor. The Mall contributes almost 17% of the total sales tax revenues for the City of Flagstaff. One item that has been mentioned is that businesses are impacted by the odor. Additionally, residents in the area have unfavorably commented about the odor. Nestle-Purina supports numerous families through their hiring and their increased shifts have been a benefit to the community, but the increased production has also increased the odor.

Community Involvement:

Involve - To support the extension of the DA and underlying lease will respond to a diverse population with a unified voice regarding their interest in odor mitigation.

City staff will be contacting community partners to see if there is support for a longer agreement with Purina- Nestle.

Expanded Options and Alternatives:

Another option would be to explore an entirely new DA and lease. Due to changes in state laws, Purina would need to provide direct consideration for any property tax savings, and would need to pay a much higher government property lease excise tax (GPLET). Therefore, a new development agreement may not be an effective financial tool.

Attachments: Ord. 2016-09

ORDINANCE NO. 2016-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AUTHORIZING THE CITY OF FLAGSTAFF TO ENTER INTO A THIRD 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

RECITALS:

WHEREAS, the City of Flagstaff desires to enter into a Third Amendment to Development Agreement with Nestle Purina Petcare Company and to temporarily extend the underlying lease of property for the reasons set forth therein.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Third Amendment to the Development Agreement between the City of Flagstaff and Nestle Purina Petcare Company attached hereto is hereby approved. The Mayor of the City of Flagstaff is hereby authorized to execute the Third Amendment of the Development Agreement on behalf of the City and all other associated documents.

SECTION 2. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed.

SECTION 3. Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Effective Date.

This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of March, 2016.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Attachment: Third Amendment to Development Agreement, with attached Exhibit 1 Third Amendment to Lease and related legal descriptions (Exhibits A, B, C, D)

WHEN RECORDED, RETURN TO:
Elizabeth Burke, City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

THIRD AMENDMENT
TO
DEVELOPMENT AGREEMENT

The City of Flagstaff, a political subdivision of the state of Arizona ("City") and Nestle Purina Petcare Company, a Missouri corporation ("Purina") enter into this Third Amendment to the Development Agreement effective this 1st day of March, 2016.

RECITALS:

A. In 2003 the City of Flagstaff ("City") and Nestle Purina Petcare Company ("Purina") entered into a Development Agreement recorded on June 25, 2003 as Instrument No. 3207666, Official Records of Coconino County, Arizona ("Development Agreement") in connection with Purina's expansion of its pet food manufacturing and warehousing facility located in the City of Flagstaff on that real property legally described in Exhibit A ("Original Property").

B. Pursuant to the Development Agreement, title to the Original Property and Purina's manufacturing facility located thereon (the "Facility") were conveyed to the City and leased back by the City to Purina under the terms and conditions of a Government Property Lease entered into pursuant the provisions of A.R.S. § 42-6201, *et seq.* (the "Lease"). The form of Lease was recorded along with the original Development Agreement in Instrument No. 3207666, Official Records of the Coconino County, Arizona ("Lease").

C. In 2008 as approved in Ordinance No. 2008-16 the City and Purina entered into a First Amendment to Development Agreement recorded on June 26, 2008 as Instrument No. 3491226, Official Records of the Coconino County, Arizona ("First Amendment") in connection with approximately 34.28 net acres of additional real property legally described in Exhibit B attached hereto ("Additional Property") for the purpose constructing a 94,000 square foot warehouse space addition, and parking facilities for employees and trailers, all as part of a further expansion of the Facility.

D. Pursuant to the First Amendment, title to the Additional Property and the expanded Facility ("Expanded Facility") were conveyed to the City and leased back by the City to Purina under the terms and conditions of the Lease (which was also amended). The First Amendment to the Lease was recorded on January 16, 2009, Instrument No.

3510882, Official Records of the Coconino County, Arizona ("First Amendment to Lease").

E. In 2009 pursuant to the First Amendment, the City purchased approximately two (2) acres of the Additional Property from Purina as legally described in Exhibit C attached to this Ordinance ("Fire Station Parcel"), and as conveyed by Special Warranty Deed recorded on June 16, 2009 as Instrument No. 351083 in the Official Records of the Coconino County, Arizona.

F. In 2015 pursuant to the Development Agreement, Purina conveyed real property to the City for Industrial Drive by Quit Claim deed as recorded on January 1, 2015 as Instrument No. 3711317, Official Records of the Coconino County, Arizona, and as legally described in Exhibit D attached hereto ("Industrial Drive Parcel").

G. The original purposes of the Development Agreement as amended by the First Amendment were to help fund expansions of the Purina facilities ("Expansions") so as to provide new stable, good-paying employment opportunities for Flagstaff residents; provide for purchase of the Fire Station Parcel, and conveyance of the Industrial Drive Parcel; and provide certain other benefits (collectively "Benefits") via Purina's projected total tax savings of$3,928,964.00. This total represents the actual tax savings under the original Development Agreement of $481,964.00, plus the projected tax savings under the First Amendment of $3,447,000.00.

H. The parties have been performing the terms and conditions of the Development Agreement (as amended) and underlying Lease (as amended), and these agreements are scheduled to expire on or about October 14, 2015.

I. Purina's actual tax savings under the First Amendment are $2,522,770.00, or approximately $924,230.00 less than projected.

J. The Purina Expansions have enabled a substantial increase in production of pet food at the Facility, and there are associated emissions to the atmosphere.

K. Purina has a Clean Air Act permit from the Arizona Department of Environmental Quality and currently is in compliance with applicable laws, rules and regulations regarding emissions to the atmosphere.

L. On September 15, 2015 pursuant to A.R.S. § 42-6203.A.4 the City and Purina entered into a Second Amendment to Development Agreement in order to temporarily extend the Agreement and underlying Lease for a period commencing on October 14, 2015 and continuing for up to six (6) months (April 15, 2016) to further the original purposes of the Development Agreement and to explore the feasibility of voluntary installation of equipment at the Purina Facility to measurably minimize odor.

M. Purina has conducted technical research but the parties require additional time to explore the feasibility of voluntary installation of equipment at the Purina Facility to measurably minimize odor.

AGREEMENT

NOW THEREFORE, IN CONSIDERATION FOR THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Extension Period. The Development Agreement (as amended) is hereby extended to October 15, 2016, unless sooner terminated ("Extension Period.") Either party may terminate this Third Amendment upon giving at least five (5) days written notice to the other party.

2. Third Amendment to Lease. The term of the Lease (as amended) shall be extended to be coterminous with the Development Agreement Extension Period. To accomplish this, the parties shall execute a Third Amendment to Lease in the form attached hereto as Exhibit 1. The City of Flagstaff will record the Third Amendment to Development Agreement and the Third Amendment to Lease following execution.

3. Research. During the Extension Period, at its own expense, Purina will explore whether it is financially and technically feasible to purchase and install equipment at the Purina facility in Flagstaff to mitigate odor from the Purina Facility ("Research"). Upon completion of the Research, the parties will explore whether it is appropriate to extend the Development Agreement for a longer period of time.

4. Contingency. If the parties do not enter into an agreement to extend the term of the Development Agreement prior to expiration of the Extension Period the City and Purina hereby agree that the Development Agreement (as amended) and the Lease (as amended) shall be deemed to have terminated as of October 14, 2015 and that title to the Original Property, the Additional Property and the Facility (as expanded in accordance with the First Amendment) currently leased by the City to Purina shall have automatically reverted to Purina as of October 15, 2015 and that Purina will be placed in the same financial position for purposes of property tax and the government property lease excise tax as if the transfer of title to the Original Property, the Additional Property and the Facility (as expanded in accordance with the First Amendment) currently leased by the City to Purina had occurred as of October 15, 2015. The parties agree to take commercially reasonable good faith efforts to achieve that financial equilibrium set forth in the immediately preceding sentence.

5. Effect. All other terms and conditions of the Development Agreement (as amended) shall remain in effect.

NESTLE PURINA PETCARE COMPANY

_____

By:_____

Its:_____

CITY OF FLAGSTAFF

_____

By: Mayor Nabours

Attest:

_____

By: Elizabeth Burke, City Clerk

Approved as to form:

_____

By:_____

City Attorney's Office

Attachments: Exhibit 1, with attached Exhibits A, B, C, D

S:\Legal\Civil Matters\2014\2014-626 Purina Scrubbers Air Quality\Third Amendment - Extension 2-3-6.docx

EXHIBIT 1

WHEN RECORDED, RETURN TO:
Elizabeth Burke, City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

THIRD AMENDMENT TO LEASE

The City of Flagstaff, a political subdivision of the state of Arizona ("City" or "Landlord") and Nestle Purina Petcare Company, a Missouri corporation ("Purina" or "Tenant") enter into this Third Amendment to Lease effective March 1, 2016.

RECITALS:

A. Landlord and Tenant entered into a Lease in 2003, and First Amendment to Lease in 2008. The form of Lease is set forth in the recorded Development Agreement referenced below, and the First Amendment to Lease is recorded in Instrument No. 3491226, Official Records of the Coconino County, Arizona (collectively "Lease").

B. The Leased Property consists of the land legally described in Exhibit A ("Original Property"), and Exhibit B ("Additional Property") and Purina facilities located on such land, but excludes certain parcels subsequently conveyed to the City and legally described as Exhibit C ("Fire Station Parcel") and Exhibit D ("Industrial Drive Parcel"). The Fire Station Parcel was conveyed to the City by Special Warranty Deed and recorded on January 16, 2009 in Instrument No. 3510883 in the Official Records of the Coconino County, Arizona. The Industrial Drive Parcel was conveyed to the City by Quit Claim Deed and recorded on January 12, 2015 Instrument No. 3711317 in the Official Records of the Coconino County, Arizona.

C. City/Landlord and Purina/Tenant entered into a Development Agreement in 2003, and First Amendment to Lease in 2008. Those documents are recorded in Instrument Nos. 3207666 and 3491226, Official Records of the Coconino County, Arizona ("Development Agreement").

D. Pursuant to A.R.S. § 42-6203.A.4 the City and Purina approved a Second Amendment to Development Agreement to temporarily extend the Development Agreement and underlying Lease for a period commencing October 14, 2015 and continuing for up to six (6) months (April 15, 2016) to further the original purposes of the Development Agreement and to explore the feasibility of voluntary installation of equipment at the Purina Facility to achieve measurable odor mitigation.

E. Subsequently the City and Purina approved a Third Amendment to Development Agreement to temporarily extend the Development Agreement and underlying Lease for

up to six (6) months (October 15, 2016) in order to allow additional time to explore the feasibility of voluntary installation of equipment a the Purina.

AGREEMENT

NOW THEREFORE, IN CONSIDERATION FOR THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Extension Period. The Lease is hereby extended until October 15, 2016, unless sooner terminated ("Extension Period.") Either party may terminate the Third Amendment upon giving at least five (5) days written notice to the other party. The Development Agreement and Lease term shall be coterminous.

2. Effect. All other terms and conditions of the Lease shall remain in effect.

TENANT: NESTLE PURINA PETCARE COMPANY

_____

By:_____

Its:_____

LANDLORD: CITY OF FLAGSTAFF

_____

By: Mayor Nabours

Attest:

_____

By: Elizabeth Burke, City Clerk

Approved as to form:

_____

By:_____

City Attorney's Office

Attachments: Exhibits A, B, C, D

fS:\Legal\Civil Matters\2014\2014-626 Purina Scrubbers Air Quality\Third Amendment- to Lease 2-3-16.docx

EXHIBIT "A" [redacted]

Legal Description of Property

Landmark Engineering & Surveying, Inc.
sedona ❖ FOUNDED 1979 ❖ flagstaff
David Dow, R.L.S. ddow@landmarkes.com
Martin Etcheverry, R.L.S. metcheverry@landmarkes.com
Barry Giles, R.L.S. (California) bgiles@landmarkes.com
William McHenry L.S.I.T. wmchenry@landmarkes.com

p.o. box 1907
sedona, az 86339
(928) 282-7104 voice
(928) 282-7171 fax
www.landmarkes.com
tgraham@landmarkes.com
Wm.Tod Graham I,R.L.S.
president

January 6, 2003
Job No.: 102509

LEGAL DESCRIPTION
PURINA WEST PARCEL

A parcel of land being a portion of the "Purina Tract" as described in Exhibit "A" of that certain document recorded in Docket 476, Pages 41-46 (rec.) of the Coconino County Recorder's Office and being situated in the North half of Section 8, Township 21 North, Range 8 East of the Gila and Salt River Meridian in Coconino County, Arizona, said parcel being more particularly described as follows:

Commencing at a ¾" O.D. iron pipe with no identification found in a handhole at the Northwest corner of said Section 8 and from which a square headed bolt found at the West quarter corner of said Section 8, lies S 01°10'00" E (basis of bearings per rec.) a distance of 2,665.67 feet;

Thence from said Northwest corner of Section 8, S 01°10'00" E (rec. same) a distance 2,567.77 (2,573.23 rec.) feet along the West line of said North half of Section 8 to a point on the North right-of-way line of Interstate Highway 40 (I-40) and from which a 60d nail with no identification was found lying S 88°19'56" W a distance of 0.57 foot;

Thence N 88°19'56" E (N 87°30'55" E rec.) a distance of 124.09 (125.81 rec.) feet along said North right-of-way line to an Arizona Highway Department (A.H.D.) brass cap right-of-way monument found in concrete at the beginning of a non-tangent curve;

Thence Easterly along said North right-of-way line being a curve to the right and concave to the South having a chord bearing and length of N 78°06'43" E - 107.80 feet, radius of 14,523.95 (rec. same) and central angle of 0°25'31", an arc distance of 107.80 (106.09 rec.) feet to a ½" re-bar with plastic cap stamped "LS 14184" set at the Southwest corner of said "Purina Tract" which is the POINT OF BEGINNING;

Thence N 01°10'00" W (rec. same) a distance of 533.05 (527.54 rec.) feet along the West boundary of said "Purina Tract", which is a line that lies 230.00 feet East of and parallel with said West line of the North half of Section 8, to a ½" re-bar with plastic cap stamped "LS 14184" set at an angle point in said West boundary;

Thence N 26°36'03" W (rec. same) a distance of 535.54 (rec. same) feet to a ½" re-bar with plastic cap stamped "LS 14184" set at the intersection of said West line of the North half of Section 8 with the South right-of-way line of the Burlington Northern and Santa Fe Railway (BNSF) (formerly Atchison, Topeka and Santa Fe Railway);

Thence N 84°23'13" E (N 84°23'24" E rec.) a distance of 177.33 (198.30 rec.) feet along said South right-of-way line of the BNSF Railway to a ½" re-bar with plastic cap stamped "LS 14184" set at a Point of Curvature;

Thence Easterly along said South right-of-way line of the BNSF Railway being a tangent curve to the right and concave to the South having a radius of 2,764.93 (rec. same) and central angle of 2°00'00", an arc distance of 96.51 (96.52 rec.) feet to a ½" re-bar with plastic cap stamped "LS 14184" set at a Point of Compound Curvature;

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Thence Easterly along said South right-of-way line of the BNSF Railway being a tangent curve to the right and concave to the South having a radius of 1,332.69 (rec. same) and central angle of 12°00'00", an arc distance of 279.12 (rec. same) feet to a ½" re-bar with plastic cap stamped "LS 14184" set at a Point of Compound Curvature;

Thence Easterly along said South right-of-way line of the BNSF Railway being a tangent curve to the right and concave to the South having a radius of 2,764.93 (rec. same) and central angle of 2°00'00", an arc distance of 96.51 (96.52 rec.) feet to a ½" re-bar with plastic cap stamped "LS 14184" set at a Point of Tangency;

Thence S 79°36'47" E (S 79°40'09" E rec.) a distance of 510.00 feet along said South right-of-way line of the BNSF Railway to a point that lies 100.0 feet southerly of the centerline of the South Main (Westbound) rails of said BNSF Railway;

Thence S 79°36'47" E (S 79°40'09" E rec.) a distance of 413.49 feet along said South right-of-way line of the BNSF Railway, which lies 100.0 feet southerly of and parallel with said centerline of the South Main (Westbound) rails, to a ½" re-bar with plastic cap stamped "LS 14184" set at the intersection of said South right-of-way line with the Northerly projection of the centerline of steel columns aligned along the East wall of the Purina building as it existed in November of the year 2002;

Thence S 10°22'23" W a distance of 364.83 feet along said centerline projection and said centerline of steel columns to an angle point in said East wall;

Thence N 79°37'37" W a distance of 115.06 feet along said centerline of steel columns to an angle point in said East wall;

Thence S 10°22'23" W a distance of 331.18 feet along said centerline of steel columns and the southerly projection of said centerline to a ½" re-bar with plastic cap stamped "LS 14184" set on said North right-of-way line of I-40;

Thence Westerly along said North right-of-way line of I-40, being a non-tangent curve to the left and concave to the South having a chord bearing and length of S 80°27'22" W – 1,080.42 feet, radius of 14,523.95 (rec. same) feet and central angle of 4°15'47", an arc distance of 1,080.67 feet to the POINT OF BEGINNING.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
14184
WM. TOD
GRAHAM, I
Date Signed 1-6-03
ARIZONA, U.S.A.

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Page: 46 of 56
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Landmark Engineering & Surveying, Inc.
sedona ❖ flagstaff ❖ FOUNDED 1979
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Martin Etchevery, R.L.S. metchevery@landmarkes.com
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tgraham@landmarkes.com
Wm.Tod Graham I.R.L.S.
president

January 6, 2003
Job No.: 102509

LEGAL DESCRIPTION
PURINA EAST PARCEL

A parcel of land being a portion of the "Purina Tract" as described in Exhibit "A" of that certain document recorded in Docket 476, Pages 41-46 (rec.) of the Coconino County Recorder's Office and being situated in the North half of Section 8, Township 21 North, Range 8 East of the Gila and Salt River Meridian in Coconino County, Arizona, said parcel being more particularly described as follows:

Commencing at a ¾" O.D. iron pipe with no identification found in a handhole at the Northwest corner of said Section 8 and from which a square headed bolt found at the West quarter corner of said Section 8, lies S 01°10'00" E (basis of bearings per rec.) a distance of 2,665.67 feet;

Thence from said Northwest corner of Section 8, S 01°10'00" E (rec. same) a distance 2,567.77 (2,573.23 rec.) feet along the West line of said North half of Section 8 to a point on the North right-of-way line of Interstate Highway 40 (I-40) and from which a 60d nail with no identification was found lying S 88°19'56" W a distance of 0.57 foot;

Thence N 88°19'56" E (N 87°30'55" E rec.) a distance of 124.09 (125.81 rec.) feet along said North right-of-way line to an Arizona Highway Department (A.H.D.) brass cap right-of-way monument found in concrete at the beginning of a non-tangent curve;

Thence Easterly along said North right-of-way line being a curve to the right and concave to the South having a chord bearing and length of N 78°06'43" E – 107.80 feet, radius of 14,523.95 (rec. same) and central angle of 0°25'31", an arc distance of 107.80 (106.09 rec.) feet to a ½" re-bar with plastic cap stamped "LS 14184" set at the Southwest corner of said "Purina Tract";

Thence N 01°10'00" W (rec. same) a distance of 533.05 (527.54 rec.) feet along the West boundary of said "Purina Tract", which is a line that lies 230.00 feet East of and parallel with said West line of the North half of Section 8, to a ½" re-bar with plastic cap stamped "LS 14184" set at an angle point in said West boundary;

Thence N 26°36'03" W (rec. same) a distance of 535.54 (rec. same) feet to a ½" re-bar with plastic cap stamped "LS 14184" set at the intersection of said West line of the North half of Section 8 with the South right-of-way line of the Burlington Northern and Santa Fe Railway (BNSF) (formerly Atchison, Topeka and Santa Fe Railway);

Thence N 84°23'13" E (N 84°23'24" E rec.) a distance of 177.33 (198.30 rec.) feet along said South right-of-way line of the BNSF Railway to a ½" re-bar with plastic cap stamped "LS 14184" set at a Point of Curvature;

Thence Easterly along said South right-of-way line of the BNSF Railway being a tangent curve to the right and concave to the South having a radius of 2,764.93 (rec. same) and central angle of 2°00'00", an arc distance of 96.51 (96.52 rec.) feet to a ½" re-bar with plastic cap stamped "LS 14184" set at a Point of Compound Curvature;

Thence Easterly along said South right-of-way line of the BNSF Railway being a tangent curve to the right and concave to the South having a radius of 1,332.69 (rec.

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same) and central angle of 12°00'00", an arc distance of 279.12 (rec. same) feet to a ½" re-bar with plastic cap stamped "LS 14184" set at a Point of Compound Curvature;

Thence Easterly along said South right-of-way line of the BNSF Railway being a tangent curve to the right and concave to the South having a radius of 2,764.93 (rec. same) and central angle of 2°00'00", an arc distance of 96.51 (96.52 rec.) feet to a ½" re-bar with plastic cap stamped "LS 14184" set at a Point of Tangency;

Thence S 79°36'47" E (S 79°40'09" E rec.) a distance of 510.00 feet along said South right-of-way line of the BNSF Railway to a point that lies 100.0 feet southerly of the centerline of the South Main (Westbound) rails of said BNSF Railway;

Thence S 79°36'47" E (S 79°40'09" E rec.) a distance of 413.49 feet along said South right-of-way line of the BNSF Railway, which lies 100.0 feet southerly of and parallel with said centerline of the South Main (Westbound) rails, to a ½" re-bar with plastic cap stamped "LS 14184" set at the intersection of said South right-of-way line with the Northerly projection of the centerline of steel columns aligned along the East wall of the Purina building as it existed in November of the year 2002, said intersection being the POINT OF BEGINNING ;

Thence S 10°22'23" W a distance of 364.83 feet along said centerline projection and said centerline of steel columns to an angle point in said East wall;

Thence N 79°37'37" W a distance of 115.06 feet along said centerline of steel columns to an angle point in said East wall;

Thence S 10°22'23" W a distance of 331.18 feet along said centerline of steel columns and the southerly projection of said centerline to a ½" re-bar with plastic cap stamped "LS 14184" set on said North right-of-way line of I-40;

Thence Easterly along said North right-of-way line of I-40, being a non-tangent curve to the right and concave to the South having a chord bearing and length of S 89°31'08" E – 3,989.06 feet, radius of 14,523.95 (rec. same) feet and central angle of 15°47'11", an arc distance of 4,001.70 feet to a point on the East line of said North half of Section 8, from which an A.H.D. brass cap right-of-way monument found in concrete lies S 81°37'31" E a distance of 0.19 foot;

Thence N 00°21'19" E a distance of 9.94 feet along said East line of the North half of Section 8 to a ½" re-bar with plastic cap stamped "LS 14184" set on said South right-of-way line of the BNSF Railway which lies 100.0 feet southerly of and parallel with said centerline of the South Main (Westbound) rails, and from said set re-bar, an A.H.D. brass cap right-of-way monument found in concrete lies N 01°35'58" E a distance of 2.48 feet;

Thence N 79°36'47" W (N 79°40'09" W & N 79°43'03" W rec.) a distance of 3,812.96 feet along said South right-of-way line of the BNSF Railway to the POINT OF BEGINNING.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
14184
WM. TOD
GRAHAM, I.D.

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Landmark Engineering & Surveying, Inc.
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tgraham@landmarkes.com
Wm.Tod Graham L.R.L.S.
president

January 6, 2003
Job No.: 102509

LEGAL DESCRIPTION
PURINA EASEMENT

A strip of land 50.00 feet wide being a portion of the "Purina Tract" as described in Exhibit "A" of that certain document recorded in Docket 476, Pages 41-46 (rec.) of the Coconino County Recorder's Office and being situated in the North half of Section 8, Township 21 North, Range 8 East of the Gila and Salt River Meridian in Coconino County, Arizona, said strip of land being more particularly defined as lying 25.00 feet on each side of the following described centerline:

Commencing at a ¾" O.D. iron pipe with no identification found in a handhole at the Northwest corner of said Section 8 and from which a square headed bolt found at the West quarter corner of said Section 8, lies S 01°10'00" E (basis of bearings per rec.) a distance of 2,665.67 feet;
Thence from said Northwest corner of Section 8, S 01°10'00" E (rec. same) a distance 2,567.77 (2,573.23 rec.) feet along the West line of said North half of Section 8 to a point on the North right-of-way line of Interstate Highway 40 (I-40) and from which a 60d nail with no identification was found lying S 88°19'56" W a distance of 0.57 foot;
Thence N 88°19'56" E (N 87°30'55" E rec.) a distance of 124.09 (125.81 rec.) feet along said North right-of-way line to an Arizona Highway Department (A.H.D.) brass cap right-of-way monument found in concrete at the beginning of a non-tangent curve;
Thence Easterly along said North right-of-way line being a curve to the right and concave to the South having a chord bearing and length of N 78°06'43" E – 107.80 feet, radius of 14,523.95 (rec. same) and central angle of 0°25'31", an arc distance of 107.80 (106.09 rec.) feet to a ½" re-bar with plastic cap stamped "LS 14184" set at the Southwest corner of said "Purina Tract";
Thence N 01°10'00" W (rec. same) a distance of 35.42 feet along the West boundary of said "Purina Tract", which is a line that lies 230.00 feet East of and parallel with said West line of the North half of Section 8, to the POINT OF BEGINNING of centerline (side lines of strip begin on said West boundary of the "Purina Tract");
Thence N 75°42'07" E a distance of 237.77 feet;
Thence N 80°14'11" E a distance of 384.51 feet;
Thence N 82°03'30" E a distance of 469.59 feet to the point of terminus of centerline on the East boundary of the "Purina West Parcel", said point lies N 80°27'22" E a distance of 1,080.42 feet, thence N 10°22'23" E a distance of 45.84 feet from said Southwest corner of the "Purina Tract" (side lines of strip end on said East boundary of the "Purina West Parcel").

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
14184
WM. TOD
GRAHAM, L.R.S.
Date Signed 1-6-
ARIZONA U.S.A.

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LANDMARK ENGINEERING & SURVEYING, INC.

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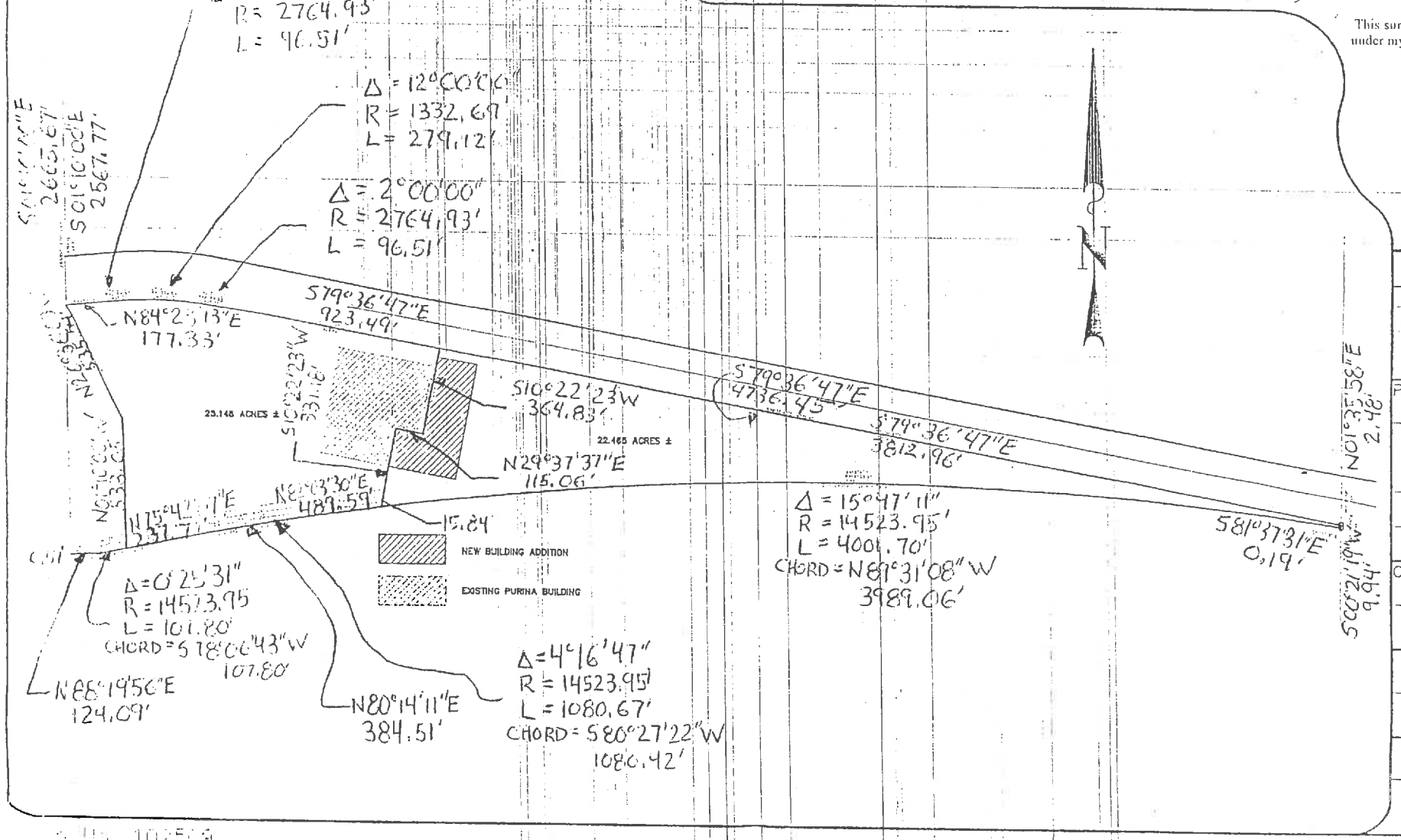
This survey was perfomed under my direct supervision



Date:	January 07, 2003
Revisions:	
Project Manager	
Survey Crew	
C.A.D. by:	J. Rogers
Checked by:	T. Graham
Contour Interval	N. A.
Scale:	1" = 400'
Project Name	102509
File Name	boundary.dwg
Sheet:	1 of 1
Job No.:	102509

EXHIBIT [redacted] "B"

PARCEL 1 AS DESCRIBED IN DOCKET 662, PAGE 74 (HEREINAFTER REFERRED TO AS R1) WHICH IS ALL OF THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN IN COCONINO COUNTY, ARIZONA LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF THE BNSF/ATSF RAILROAD AND NORTHERLY OF THE INTERSTATE 40 RIGHT OF WAY AND OFF RAMP AS SHOWN ON THE ADOT RIGHT-OF-WAY MAP PROJECT #1-40-4-701, SHEET 5 OF 5 DATED 1973 (HEREINAFTER REFERRED TO AS R2) AND EAST OF U.S. HIGHWAY 89, ALSO KNOWN AS THE CONTINENTAL DRIVE OVERPASS, AND EXCEPT THAT CERTAIN PARCEL OF LAND SET FORTH IN A SPECIAL WARRANTY DEED TO ADOT AND RECORDED IN INSTRUMENT 3390420 (HEREINAFTER REFERRED TO AS R6) MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, FOR REFERENCE, AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 7, A POINT FROM WHICH THE NORTHEAST CORNER OF SECTION 7 BEARS NORTH 01 DEGREES 10 MINUTES 00 SECONDS WEST, A DISTANCE OF 2,662.66 FEET AWAY (BASIS OF BEARING AS PER R1);

THENCE NORTH 01 DEGREES 10 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF SECTION 7 A DISTANCE OF 94.89 FEET TO THE INTERSECTION OF THE EAST LINE OF SECTION 7 WITH THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 40 AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTH 82 DEGREES 13 MINUTES 08 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 486.55 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT A";

THENCE CONTINUING SOUTH 82 DEGREES 13 MINUTES 08 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 286.32 FEET TO A POINT WHICH LIES ALONG THE EAST-WEST MID-SECTION LINE OF SECTION 7;

THENCE SOUTH 89 DEGREES 50 MINUTES 25 SECONDS WEST ALONG SAID EAST-WEST MID-SECTION LINE, A DISTANCE OF 24.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST;

THENCE ALONG SAID CURVE, THE ARC LENGTH OF WHICH IS 236.69 FEET, THROUGH A CENTRAL ANGLE OF 12 DEGREES 22 MINUTES 28 SECONDS, THE RADIUS OF WHICH IS 1,095.92 FEET, WITH A CHORD BEARING OF NORTH 71 DEGREES 22 MINUTES 37 SECONDS WEST, AND WITH A CHORD LENGTH OF 236.23 FEET;

THENCE NORTH 66 DEGREES 35 MINUTES 27 SECONDS WEST A DISTANCE OF 150.22 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH;

THENCE ALONG SAID CURVE, THE ARC LENGTH OF WHICH IS 428.93 FEET, THROUGH A CENTRAL ANGLE OF 35 DEGREES 47 MINUTES 31 SECONDS, THE RADIUS OF WHICH IS 686.63 FEET, WITH A CHORD BEARING OF NORTH 84 DEGREES 31 MINUTES 14 SECONDS WEST, AND WITH A CHORD LENGTH OF 421.99 FEET, TO THE SOUTHEASTERLY CORNER OF SAID R6;

THENCE NORTH 44 DEGREES 48 MINUTES 59 SECONDS WEST, A DISTANCE OF 423.39 FEET TO THE NORTHEASTERLY CORNER OF R6;

THENCE SOUTH 45 DEGREES 11 MINUTES 28 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A POINT WHICH LIES ALONG THE EASTERLY RIGHT-OF-WAY LINE OF US HIGHWAY 89, ALSO KNOWN AS THE CONTINENTAL DRIVE OVERPASS;

THENCE NORTH 44 DEGREES 04 MINUTES 37 SECONDS WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 220.05 FEET TO THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND AS RECORDED IN INSTRUMENT 3263227;

THENCE NORTH 57 DEGREES 11 MINUTES 14 SECONDS EAST, A DISTANCE OF 227.12 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST;

THENCE ALONG SAID CURVE THE ARC LENGTH OF WHICH IS 185.05 FEET, THROUGH A CENTRAL ANGLE OF 24 DEGREES 24 MINUTES 32 SECONDS, THE RADIUS OF WHICH IS 434.37 FEET, WITH A CHORD BEARING OF NORTH 69 DEGREES 24 MINUTES 18 SECONDS EAST, AND WITH A CHORD LENGTH OF 183.65 FEET, TO THE SOUTHEASTERLY CORNER OF SAID INSTRUMENT 3263227;

THENCE NORTH 01 DEGREES 04 MINUTES 11 SECONDS WEST A DISTANCE OF 109.74 FEET TO THE NORTHEASTERLY CORNER OF SAID INSTRUMENT 3263227, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST;

THENCE ALONG SAID CURVE, THE ARC LENGTH OF WHICH IS 324.48 FEET, THROUGH A CENTRAL ANGLE OF 07 DEGREES 23 MINUTES 37 SECONDS, THE RADIUS OF WHICH IS 2,514.51 FEET, WITH A CHORD BEARING OF SOUTH 72 DEGREES 50 MINUTES 29 SECONDS WEST, AND WITH A CHORD LENGTH OF 324.25 FEET;

THENCE SOUTH 69 DEGREES 08 MINUTES 29 SECONDS WEST A DISTANCE OF 191.45 FEET, TO THE NORTHWESTERLY CORNER OF SAID INSTRUMENT 3263227, SAID POINT BEING LIES ALONG THE EASTERLY RIGHT-OF-WAY LINE OF US HIGHWAY 89, ALSO KNOWN AS THE CONTINENTAL DRIVE OVERPASS;

THENCE NORTH 43 DEGREES 46 MINUTES 26 SECONDS WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 54.29 FEET TO A POINT WHICH LIES ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BNSF/ATSF RAILROAD RIGHT-OF-WAY;

THENCE NORTH 69 DEGREES 09 MINUTES 46 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 561.60 FEET TO AN ANGLE POINT;

THENCE NORTH 84 DEGREES 23 MINUTES 34 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1,679.81 FEET TO A POINT WHICH LIES ALONG THE EAST LINE OF SECTION 7;

THENCE SOUTH 01 DEGREES 10 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 1,037.83 FEET TO THE POINT OF BEGINNING.

EXCEPTING THAT CERTAIN PARCEL OF LAND AS RECORDED IN INSTRUMENT 3417898 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, FOR REFERENCE, AT THE ABOVE REFERENCED "POINT A";

THENCE NORTH 07 DEGREES 46 MINUTES 52 SECONDS WEST A DISTANCE OF 50.59 FEET TO A FOUND 1/2 INCH REBAR AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 82 DEGREES 28 MINUTES 39 SECONDS WEST, A DISTANCE OF 147.62 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTH;

THENCE ALONG SAID CURVE, THE ARC LENGTH OF WHICH IS 330.15 FEET, THROUGH A CENTRAL ANGLE OF 27 DEGREES 57 MINUTES 31 SECONDS, THE RADIUS OF WHICH IS 676.58 FEET, WITH A CHORD BEARING OF NORTH 83 DEGREES 32 MINUTES 02 SECONDS WEST, AND WITH A CHORD LENGTH OF 326.88 FEET;

THENCE NORTH 07 DEGREES 32 MINUTES 26 SECONDS WEST A DISTANCE OF 422.82 FEET;

THENCE NORTH 82 DEGREES 31 MINUTES 11 SECONDS EAST A DISTANCE OF 464.96 FEET;

THENCE SOUTH 07 DEGREES 31 MINUTES 15 SECONDS EAST A DISTANCE OF 501.49 FEET TO THE POINT OF BEGINNING.

EXCEPTING THAT CERTAIN PARCEL OF LAND AS RECORDED IN SPECIAL WARRANTY DEED AS 2008-3491528 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

THE FOLLOWING IS A DESCRIPTION OF A PARCEL OF LAND, BEING A PORTION OF THE PARCEL DESCRIBED IN DOCKET 652, PAGE 74, COCONINO COUNTY RECORDS (CCR), SITUATE IN SECTION 7, TOWNSHIP 21 NORTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, FLAGSTAFF, COCONINO COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN INSTRUMENT 3314041 (CCR);

THENCE SOUTH 07 DEGREES 32 MINUTES 25 SECONDS EAST (BASIS OF BEARINGS) ALONG WESTERLY LINE OF THE PARCEL DESCRIBED IN INSTRUMENT 3314041 A DISTANCE OF 420.55 FEET TO A POINT WHICH IS THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 674.58 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 20 DEGREES 28 MINUTES 30 SECONDS WEST;

THENCE NORTHWESTERLY 33.78 FEET THROUGH A CENTRAL ANGLE OF 02 DEGREES 52 MINUTES 08 SECONDS;

THENCE ON A NON-TANGENT LINE NORTH 64 DEGREES 56 MINUTES 15 SECONDS WEST A DISTANCE OF 47.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 273.00 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 23 DEGREES 20 MINUTES 25 SECONDS WEST;

THENCE NORTHWESTERLY AND NORTHERLY 316.20 FEET THROUGH A CENTRAL ANGLE OF 66 DEGREES 21 MINUTES 45 SECONDS TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 399.77 FEET;

THENCE NORTHERLY 110.67 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 51 MINUTES 39 SECONDS, TO A POINT ON THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT.

THENCE NORTH 68 DEGREES 18 MINUTES 56 SECONDS EAST ALONG THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT A DISTANCE OF 74.91 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 255.98 FEET;

THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT 153.03 FEET THROUGH A CENTRAL ANGLE OF 34 DEGREES 15 MINUTES 08 SECONDS;

THENCE SOUTH 07 DEGREES 32 MINUTES 26 SECONDS EAST A DISTANCE OF 97.27 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 2:

THE FOLLOWING IS A DESCRIPTION OF A 2.00 FOOT WIDE STRIP OF LAND, BEING A PORTION OF THE PARCEL DESCRIBED IN DOCKET 662, PAGE 74, COCONINO COUNTY RECORDS (CCR) (BASIS OF BEARINGS IS THE NORTH LINE OF THE PARCEL DESCRIBED IN INSTRUMENT 3314041), SITUATE IN SECTION 7, TOWNSHIP 21 NORTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER BASE AND

MERIDIAN, FLAGSTAFF, COCONINO COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN INSTRUMENT 3314041 (CCR); WHICH IS THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 676.58 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 20 DEGREES 21 MINUTES 37 SECONDS WEST;

THENCE NORTHWESTERLY 35.27 FEET THROUGH A CENTRAL ANGLE OF 02 DEGREES 59 MINUTES 11 SECONDS;

THENCE ON A NON-TANGENT LINE NORTH 64 DEGREES 56 MINUTES 15 SECONDS WEST A DISTANCE OF 47.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 275.00 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 23 DEGREES 20 MINUTES 48 SECONDS WEST;

THENCE NORTHWESTERLY AND NORTHERLY 318.49 FEET THROUGH A CENTRAL ANGLE OF 66 DEGREES 21 MINUTES 22 SECONDS TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 397.77 FEET;

THENCE NORTHERLY 109.92 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 49 MINUTES 59 SECONDS, TO A POINT ON THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT.

THENCE ON A NON-TANGENT LINE NORTH 68 DEGREES 18 MINUTES 56 SECONDS EAST ALONG THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT A DISTANCE OF 2.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST HAVING A RADIUS OF 399.77 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 73 DEGREES 50 MINUTES 31 SECONDS EAST;

THENCE SOUTHERLY 110.67 FEET THROUGH A CENTRAL ANGLE OF 15 DEGREES 51 MINUTES 39 SECONDS TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 273.00 FEET;

THENCE SOUTHEASTERLY AND SOUTHERLY 316.20 FEET THROUGH A CENTRAL ANGLE OF 66 DEGREES 21 MINUTES 45 SECONDS;

THENCE ON A NON-TANGENT LINE SOUTH 64 DEGREES 56 MINUTES 15 SECONDS EAST A DISTANCE OF 47.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 674.58 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 23 DEGREES 20 MINUTES 39 SECONDS WEST;

THENCE SOUTHEASTERLY 34.07 FEET THROUGH A CENTRAL ANGLE OF 02 DEGREES 53 MINUTES 38 SECONDS;

THENCE SOUTH 07 DEGREES 34 MINUTES 32 SECONDS EAST ALONG WESTERLY LINE OF THE PARCEL DESCRIBED IN INSTRUMENT 3314041 A DISTANCE OF 2.26 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2 AS DESCRIBED IN DOCKET 662, PAGE 75 (HEREINAFTER REFERRED TO AS R1) WHICH IS ALL OF THAT PORTION OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN IN COCONINO COUNTY, ARIZONA LYING NORTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 40, SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BNSF/ATSF RAILROAD RIGHT-OF-WAY AND WEST OF THAT CERTAIN PARCEL OF LAND KNOWN AS THE RALSTON PURINA PROPERTY AS RECORDED IN INSTRUMENT 3242297, HEREINAFTER REFERRED TO AS R5, SAID PARCEL OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, FOR REFERENCE, AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 8, A POINT FROM WHICH THE NORTHWEST CORNER OF SECTION 8 BEARS NORTH 01 DEGREES 10 MINUTES 00 SECONDS WEST, A DISTANCE OF 2662.66 FEET AWAY (BASIS OF BEARING AS PER R1);

THENCE NORTH 01 DEGREES 10 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SECTION 8 A DISTANCE OF 94.89 FEET TO THE INTERSECTION OF THE WEST LINE OF SECTION 8 WITH THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 40 AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE NORTH 01 DEGREES 10 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SECTION 8 A DISTANCE OF 1,037.83 FEET TO THE NORTHWEST CORNER OF SAID RALSTON PURINA PROPERTY;

THENCE SOUTH 26 DEGREES 36 MINUTES 03 SECONDS EAST A DISTANCE OF 535.54 FEET TO AN ANGLE POINT ALONG THE WEST LINE OF THE RALSTON PURINA PARCEL;

THENCE SOUTH 01 DEGREES 10 MINUTES 00 SECONDS EAST A DISTANCE OF 533.05 FEET TO THE SOUTHWEST CORNER OF SAID RALSTON PURINA PARCEL, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH;

THENCE ALONG SAID CURVE, THE ARC LENGTH OF WHICH IS 107.47 FEET, THROUGH A CENTRAL ANGLE OF 00 DEGREES 25 MINUTES 26 SECONDS, THE RADIUS OF WHICH IS 14,523.95 FEET, WITH A CHORD BEARING OF SOUTH 78 DEGREES 03 MINUTES 40 SECONDS WEST, AND WITH A CHORD LENGTH OF 107.47 FEET;

THENCE SOUTH 88 DEGREES 20 MINUTES 38 SECONDS WEST A DISTANCE OF 124.43 FEET TO THE POINT OF BEGINNING.

EXHIBIT [redacted] "C"

PARCEL 1 AS DESCRIBED IN DOCKET 662, PAGE 74 (HEREINAFTER REFERRED TO AS R1) WHICH IS ALL OF THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN IN COCONINO COUNTY, ARIZONA LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF THE BNSF/ATSF RAILROAD AND NORTHERLY OF THE INTERSTATE 40 RIGHT OF WAY AND OFF RAMP AS SHOWN ON THE ADOT RIGHT-OF-WAY MAP PROJECT #1-40-4-701, SHEET 5 OF 5 DATED 1973 (HEREINAFTER REFERRED TO AS R2) AND EAST OF U.S. HIGHWAY 89, ALSO KNOWN AS THE CONTINENTAL DRIVE OVERPASS, AND EXCEPT THAT CERTAIN PARCEL OF LAND SET FORTH IN A SPECIAL WARRANTY DEED TO ADOT AND RECORDED IN INSTRUMENT 3390420 (HEREINAFTER REFERRED TO AS R6) MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, FOR REFERENCE, AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 7, A POINT FROM WHICH THE NORTHEAST CORNER OF SECTION 7 BEARS NORTH 01 DEGREES 10 MINUTES 00 SECONDS WEST, A DISTANCE OF 2,662.66 FEET AWAY (BASIS OF BEARING AS PER R1);

THENCE NORTH 01 DEGREES 10 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF SECTION 7 A DISTANCE OF 94.89 FEET TO THE INTERSECTION OF THE EAST LINE OF SECTION 7 WITH THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 40 AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTH 82 DEGREES 13 MINUTES 08 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 486.55 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT A";

THENCE CONTINUING SOUTH 82 DEGREES 13 MINUTES 08 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 286.32 FEET TO A POINT WHICH LIES ALONG THE EAST-WEST MID-SECTION LINE OF SECTION 7;

THENCE SOUTH 89 DEGREES 50 MINUTES 25 SECONDS WEST ALONG SAID EAST-WEST MID-SECTION LINE, A DISTANCE OF 24.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST;

THENCE ALONG SAID CURVE, THE ARC LENGTH OF WHICH IS 236.69 FEET, THROUGH A CENTRAL ANGLE OF 12 DEGREES 22 MINUTES 28 SECONDS, THE RADIUS OF WHICH IS 1,095.92 FEET, WITH A CHORD BEARING OF NORTH 71 DEGREES 22 MINUTES 37 SECONDS WEST, AND WITH A CHORD LENGTH OF 236.23 FEET;

THENCE NORTH 66 DEGREES 35 MINUTES 27 SECONDS WEST A DISTANCE OF 150.22 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH;

THENCE ALONG SAID CURVE, THE ARC LENGTH OF WHICH IS 428.93 FEET, THROUGH A CENTRAL ANGLE OF 35 DEGREES 47 MINUTES 31 SECONDS, THE RADIUS OF WHICH IS 686.63 FEET, WITH A CHORD BEARING OF NORTH 84 DEGREES 31 MINUTES 14 SECONDS WEST, AND WITH A CHORD LENGTH OF 421.99 FEET, TO THE SOUTHEASTERLY CORNER OF SAID R6;

THENCE NORTH 44 DEGREES 48 MINUTES 59 SECONDS WEST, A DISTANCE OF 423.39 FEET TO THE NORTHEASTERLY CORNER OF R6;

THENCE SOUTH 45 DEGREES 11 MINUTES 28 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A POINT WHICH LIES ALONG THE EASTERLY RIGHT-OF-WAY LINE OF US HIGHWAY 89, ALSO KNOWN AS THE CONTINENTAL DRIVE OVERPASS;

THENCE NORTH 44 DEGREES 04 MINUTES 37 SECONDS WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 220.05 FEET TO THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND AS RECORDED IN INSTRUMENT 3263227;

THENCE NORTH 57 DEGREES 11 MINUTES 14 SECONDS EAST, A DISTANCE OF 227.12 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST;

THENCE ALONG SAID CURVE THE ARC LENGTH OF WHICH IS 185.05 FEET, THROUGH A CENTRAL ANGLE OF 24 DEGREES 24 MINUTES 32 SECONDS, THE RADIUS OF WHICH IS 434.37 FEET, WITH A CHORD BEARING OF NORTH 69 DEGREES 24 MINUTES 18 SECONDS EAST, AND WITH A CHORD LENGTH OF 183.65 FEET, TO THE SOUTHEASTERLY CORNER OF SAID INSTRUMENT 3263227;

THENCE NORTH 01 DEGREES 04 MINUTES 11 SECONDS WEST A DISTANCE OF 109.74 FEET TO THE NORTHEASTERLY CORNER OF SAID INSTRUMENT 3263227, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST;

THENCE ALONG SAID CURVE, THE ARC LENGTH OF WHICH IS 324.48 FEET, THROUGH A CENTRAL ANGLE OF 07 DEGREES 23 MINUTES 37 SECONDS, THE RADIUS OF WHICH IS 2,514.51 FEET, WITH A CHORD BEARING OF SOUTH 72 DEGREES 50 MINUTES 29 SECONDS WEST, AND WITH A CHORD LENGTH OF 324.25 FEET;

THENCE SOUTH 69 DEGREES 08 MINUTES 29 SECONDS WEST A DISTANCE OF 191.45 FEET, TO THE NORTHWESTERLY CORNER OF SAID INSTRUMENT 3263227, SAID POINT BEING LIES ALONG THE EASTERLY RIGHT-OF-WAY LINE OF US HIGHWAY 89, ALSO KNOWN AS THE CONTINENTAL DRIVE OVERPASS;

THENCE NORTH 43 DEGREES 46 MINUTES 26 SECONDS WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 54.29 FEET TO A POINT WHICH LIES ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BNSF/ATSF RAILROAD RIGHT-OF-WAY;

THENCE NORTH 69 DEGREES 09 MINUTES 46 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 561.60 FEET TO AN ANGLE POINT;

THENCE NORTH 84 DEGREES 23 MINUTES 34 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1,679.81 FEET TO A POINT WHICH LIES ALONG THE EAST LINE OF SECTION 7;

THENCE SOUTH 01 DEGREES 10 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 1,037.83 FEET TO THE POINT OF BEGINNING.

EXCEPTING THAT CERTAIN PARCEL OF LAND AS RECORDED IN INSTRUMENT 3417898 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, FOR REFERENCE, AT THE ABOVE REFERENCED "POINT A";

THENCE NORTH 07 DEGREES 46 MINUTES 52 SECONDS WEST A DISTANCE OF 50.59 FEET TO A FOUND 1/2 INCH REBAR AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 82 DEGREES 28 MINUTES 39 SECONDS WEST, A DISTANCE OF 147.62 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTH;

THENCE ALONG SAID CURVE, THE ARC LENGTH OF WHICH IS 330.15 FEET, THROUGH A CENTRAL ANGLE OF 27 DEGREES 57 MINUTES 31 SECONDS, THE RADIUS OF WHICH IS 676.58 FEET, WITH A CHORD BEARING OF NORTH 83 DEGREES 32 MINUTES 02 SECONDS WEST, AND WITH A CHORD LENGTH OF 326.88 FEET;

THENCE NORTH 07 DEGREES 32 MINUTES 26 SECONDS WEST A DISTANCE OF 422.82 FEET;

THENCE NORTH 82 DEGREES 31 MINUTES 11 SECONDS EAST A DISTANCE OF 464.96 FEET;

THENCE SOUTH 07 DEGREES 31 MINUTES 15 SECONDS EAST A DISTANCE OF 501.49 FEET TO THE POINT OF BEGINNING.

EXCEPTING THAT CERTAIN PARCEL OF LAND AS RECORDED IN SPECIAL WARRANTY DEED AS 2008-3491528 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

THE FOLLOWING IS A DESCRIPTION OF A PARCEL OF LAND, BEING A PORTION OF THE PARCEL DESCRIBED IN DOCKET 652, PAGE 74, COCONINO COUNTY RECORDS (CCR), SITUATE IN SECTION 7, TOWNSHIP 21 NORTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, FLAGSTAFF, COCONINO COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN INSTRUMENT 3314041 (CCR);

THENCE SOUTH 07 DEGREES 32 MINUTES 25 SECONDS EAST (BASIS OF BEARINGS) ALONG WESTERLY LINE OF THE PARCEL DESCRIBED IN INSTRUMENT 3314041 A DISTANCE OF 420.55 FEET TO A POINT WHICH IS THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 674.58 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 20 DEGREES 28 MINUTES 30 SECONDS WEST;

THENCE NORTHWESTERLY 33.78 FEET THROUGH A CENTRAL ANGLE OF 02 DEGREES 52 MINUTES 08 SECONDS;

THENCE ON A NON-TANGENT LINE NORTH 64 DEGREES 56 MINUTES 15 SECONDS WEST A DISTANCE OF 47.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 273.00 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 23 DEGREES 20 MINUTES 25 SECONDS WEST;

THENCE NORTHWESTERLY AND NORTHERLY 316.20 FEET THROUGH A CENTRAL ANGLE OF 66 DEGREES 21 MINUTES 45 SECONDS TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 399.77 FEET;

THENCE NORTHERLY 110.67 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 51 MINUTES 39 SECONDS, TO A POINT ON THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT.

THENCE NORTH 68 DEGREES 18 MINUTES 56 SECONDS EAST ALONG THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT A DISTANCE OF 74.91 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 255.98 FEET;

THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT 153.03 FEET THROUGH A CENTRAL ANGLE OF 34 DEGREES 15 MINUTES 08 SECONDS;

THENCE SOUTH 07 DEGREES 32 MINUTES 26 SECONDS EAST A DISTANCE OF 97.27 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 2:

THE FOLLOWING IS A DESCRIPTION OF A 2.00 FOOT WIDE STRIP OF LAND, BEING A PORTION OF THE PARCEL DESCRIBED IN DOCKET 662, PAGE 74, COCONINO COUNTY RECORDS (CCR) (BASIS OF BEARINGS IS THE NORTH LINE OF THE PARCEL DESCRIBED IN INSTRUMENT 3314041), SITUATE IN SECTION 7, TOWNSHIP 21 NORTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER BASE AND

MERIDIAN, FLAGSTAFF, COCONINO COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN INSTRUMENT 3314041 (CCR); WHICH IS THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 676.58 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 20 DEGREES 21 MINUTES 37 SECONDS WEST;

THENCE NORTHWESTERLY 35.27 FEET THROUGH A CENTRAL ANGLE OF 02 DEGREES 59 MINUTES 11 SECONDS;

THENCE ON A NON-TANGENT LINE NORTH 64 DEGREES 56 MINUTES 15 SECONDS WEST A DISTANCE OF 47.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 275.00 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 23 DEGREES 20 MINUTES 48 SECONDS WEST;

THENCE NORTHWESTERLY AND NORTHERLY 318.49 FEET THROUGH A CENTRAL ANGLE OF 66 DEGREES 21 MINUTES 22 SECONDS TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 397.77 FEET;

THENCE NORTHERLY 109.92 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 49 MINUTES 59 SECONDS, TO A POINT ON THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT.

THENCE ON A NON-TANGENT LINE NORTH 68 DEGREES 18 MINUTES 56 SECONDS EAST ALONG THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT A DISTANCE OF 2.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST HAVING A RADIUS OF 399.77 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 73 DEGREES 50 MINUTES 31 SECONDS EAST;

THENCE SOUTHERLY 110.67 FEET THROUGH A CENTRAL ANGLE OF 15 DEGREES 51 MINUTES 39 SECONDS TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 273.00 FEET;

THENCE SOUTHEASTERLY AND SOUTHERLY 316.20 FEET THROUGH A CENTRAL ANGLE OF 66 DEGREES 21 MINUTES 45 SECONDS;

THENCE ON A NON-TANGENT LINE SOUTH 64 DEGREES 56 MINUTES 15 SECONDS EAST A DISTANCE OF 47.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 674.58 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 23 DEGREES 20 MINUTES 39 SECONDS WEST;

THENCE SOUTHEASTERLY 34.07 FEET THROUGH A CENTRAL ANGLE OF 02 DEGREES 53 MINUTES 38 SECONDS;

THENCE SOUTH 07 DEGREES 34 MINUTES 32 SECONDS EAST ALONG WESTERLY LINE OF THE PARCEL DESCRIBED IN INSTRUMENT 3314041 A DISTANCE OF 2.26 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2 AS DESCRIBED IN DOCKET 662, PAGE 75 (HEREINAFTER REFERRED TO AS R1) WHICH IS ALL OF THAT PORTION OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN IN COCONINO COUNTY, ARIZONA LYING NORTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 40, SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BNSF/ATSF RAILROAD RIGHT-OF-WAY AND WEST OF THAT CERTAIN PARCEL OF LAND KNOWN AS THE RALSTON PURINA PROPERTY AS RECORDED IN INSTRUMENT 3242297, HEREINAFTER REFERRED TO AS R5, SAID PARCEL OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, FOR REFERENCE, AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 8, A POINT FROM WHICH THE NORTHWEST CORNER OF SECTION 8 BEARS NORTH 01 DEGREES 10 MINUTES 00 SECONDS WEST, A DISTANCE OF 2662.66 FEET AWAY (BASIS OF BEARING AS PER R1);

THENCE NORTH 01 DEGREES 10 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SECTION 8 A DISTANCE OF 94.89 FEET TO THE INTERSECTION OF THE WEST LINE OF SECTION 8 WITH THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 40 AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE NORTH 01 DEGREES 10 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SECTION 8 A DISTANCE OF 1,037.83 FEET TO THE NORTHWEST CORNER OF SAID RALSTON PURINA PROPERTY;

THENCE SOUTH 26 DEGREES 36 MINUTES 03 SECONDS EAST A DISTANCE OF 535.54 FEET TO AN ANGLE POINT ALONG THE WEST LINE OF THE RALSTON PURINA PARCEL;

THENCE SOUTH 01 DEGREES 10 MINUTES 00 SECONDS EAST A DISTANCE OF 533.05 FEET TO THE SOUTHWEST CORNER OF SAID RALSTON PURINA PARCEL, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH;

THENCE ALONG SAID CURVE, THE ARC LENGTH OF WHICH IS 107.47 FEET, THROUGH A CENTRAL ANGLE OF 00 DEGREES 25 MINUTES 26 SECONDS, THE RADIUS OF WHICH IS 14,523.95 FEET, WITH A CHORD BEARING OF SOUTH 78 DEGREES 03 MINUTES 40 SECONDS WEST, AND WITH A CHORD LENGTH OF 107.47 FEET;

THENCE SOUTH 88 DEGREES 20 MINUTES 38 SECONDS WEST A DISTANCE OF 124.43 FEET TO THE POINT OF BEGINNING.

Northland Exploration Surveys, Inc.

EXHIBIT [redacted] "D"

LEGAL DESCRIPTION (Industrial Drive):

A parcel of land, said parcel being a portion of Parcel 1 as described in Instrument No. 3510883 (R) of the Records of Coconino County, Arizona, situated in the Northeast 1/4 of Section 7, Township 21 North, Range 8 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcel of land being more particularly described as follows:

BEGINNING at the point described as "The Northwesterly corner of said Instrument 3263227, said point being lies along the Easterly Right-of-Way line of U.S. Highway 89, also known as the Continental Drive Overpass" in (R), thence N 43° 36' 39" W, along said Easterly Right-of-Way line of U.S. Highway 89, for a distance of 54.27 feet to the South Right-of-Way line of Burlington Northern Santa Fe Railroad;

thence N 69° 20' 45" E, along said South Right-of-Way line, for a distance of 561.61 feet to a point;

thence N 84° 34' 36" E, along said South Right-of-Way line, for a distance of 429.36 feet to a point of curvature;

thence Southeasterly and Southerly along a curve to the right, having a central angle of 90° 00' 00" and a radius of 255.92 feet, for a distance of 402.00 feet, the chord of said curve bears S 50° 25' 24" E for 361.92 feet, to a point of compound curve;

thence Southerly and Southwesterly along a curve to the right, having a central angle of 39° 38' 47" and a radius of 255.98 feet, for a distance of 177.13 feet, the chord of said curve bears S 14° 23' 59" E for 173.62 feet, to point on said curve, said point being the Northeast parcel corner of Exception Parcel No. 1 described in Instrument No. 3510883;

thence continue Southwesterly along the Northerly parcel line of said Parcel 1, along a curve to the right, having a central angle of 34° 15' 08" and a radius of 255.98 feet, for a distance of 153.03 feet, the chord of said curve bears S 51° 20' 57" W for 150.76 feet, to a point of tangency;

thence S 68° 28' 31" W, along said Northerly parcel line, for a distance of 76.99 feet to a nontangent point of curvature, said point being the Easterly easement line of a 50 foot easement described in Docket 547, Page 696;

thence Northerly along said Easterly Easement line, along a curve to the left, having a central angle of 13° 42' 57" and a radius of 397.90 feet, for a distance of 95.25 feet, the chord of said curve bears N 22° 48' 03" W for 95.02 feet, to a nontangent point;

thence S 69° 51' 20" E for a distance of 22.56 feet to a point;

thence N 68° 28' 31" E for a distance of 62.26 feet to a point of curvature;

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thence Northeasterly and Northerly along a curve to the left, having a central angle of 73° 53' 55" and a radius of 175.98 feet, for a distance of 226.97 feet, the chord of said curve bears N 31° 31' 33" E for 211.57 feet, to a point of compound curve;

thence Northerly and Northwesterly along a curve to the left, having a central angle of 90° 00' 00" and a radius of 175.92 feet, for a distance of 276.33 feet, the chord of said curve bears N 50° 25' 24" W for 248.79 feet, to a point of tangency;

thence S 84° 34' 36" W for a distance of 377.23 feet to a point of curvature;

thence Southwesterly along a curve to the left, having a central angle of 06° 02' 13" and a radius of 558.50, for a distance of 58.85 feet, the chord of said curve bears S 81° 33' 29" W for 58.82 feet, to a nontangent point on the East parcel line of a parcel of land described in Instrument No. 3263227 (R1);

thence N 00° 51' 02" W, along said East parcel line, for a distance of 8.27 feet to the Northeast parcel corner of said Parcel (R1), said point being a nontangent point of curvature;

thence Southwesterly along the North parcel line of said Parcel (R1), along a curve to the left, having a central angle of 03° 26' 05" and a radius of 2514.58 feet, for a distance of 150.74 feet, the chord of said curve bears S 74° 59' 38" W for 150.72 feet, to a point;

thence continue Southwesterly along said North parcel line, along said curve to the left, having a central angle of 03° 57' 32" and a radius of 2514.58 feet, for a distance of 173.74 feet, the chord of said curve bears S 71° 17' 50" W for 173.71 feet, to a point of tangency;

thence S 69° 19' 04" W, along said North parcel line, for a distance of 191.45 feet to the **POINT OF BEGINNING,**

said parcel contains 2.7458 acres of land, more or less, including any easements of record over the above described parcel, as shown as **PARCEL 1** on that "Right-of-Way" map recorded in Instrument No. _____, which is made a part hereof by this reference.

NES # 09-032 Industrial Drive

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
14671
KENNETH A
KRENKE
Date Signed 08/29/13
ARIZONA, U.S.A.
EXPIRES 06/30/2015

ACCEPTED
CITY OF FLAGSTAFF
ENGINEERING DIV.
DC 10/08/13
INT DATE

RIGHT-OF-WAY
Descriptive Title

City File No. 03-09008

Northland Exploration Surveys, Inc.

EXHIBIT "A"

LEGAL DESCRIPTION (Parcel 2):

A strip of land, 10 feet in width, said strip of land being a portion of Parcel 1 as described in Instrument No. 3510883 (R) of the Records of Coconino County, Arizona, situated in the Northeast 1/4 of Section 7, Township 21 North, Range 8 East, Gila and Salt River Meridian, Coconino County, Arizona, said strip of land being Northerly, Easterly and Southerly of the following described line:

FROM the point described as "The Northwesterly corner of said Instrument 3263227, 'said point being lies along the Easterly Right-of-Way line of U.S. Highway 89, also known as the Continental Drive Overpass" in (R), thence N 43° 36' 39" W, along said Easterly Right-of-Way line of U.S. Highway 89, for a distance of 54.27 feet to the South Right-of-Way line of Burlington Northern Santa Fe Railroad;

thence N 69° 20' 45" E, along said South Right-of-Way line, for a distance of 561.61 feet to a point;

thence N 84° 34' 36" E, along said South Right-of-Way line, for a distance of 429.36 feet to a point of curvature, said point being the **TRUE POINT OF BEGINNING**;

thence Southeasterly and Southerly along a curve to the right, having a central angle of 90° 00' 00" and a radius of 255.92 feet, for a distance of 402.00 feet, the chord of said curve bears S 50° 25' 24" E for 361.92 feet, to a point of compound curve;

thence Southerly and Southwesterly along a curve to the right, having a central angle of 39° 38' 47" and a radius of 255.98 feet, for a distance of 177.13 feet, the chord of said curve bears S 14° 23' 59" E for 173.62 feet, to point on said curve, said point being the Northeast parcel corner of Exception Parcel No. 1 described in Instrument No. 3510883;

thence continue Southwesterly along the Northerly parcel line of said Parcel 1, along a curve to the right, having a central angle of 34° 15' 08" and a radius of 255.98 feet, for a distance of 153.03 feet, the chord of said curve bears S 51° 20' 57" W for 150.76 feet, to a point of tangency;

thence S 68° 28' 31" W, along said Northerly parcel line, for a distance of 76.99 feet to a nontangent point of curvature, said point being the Easterly easement line of a 50 foot easement described in Docket 547. Page 696, said point being the **END OF SAID STRIP OF LAND**;

the Easterly easement line being extended or shortened to intersect with the Southerly Railroad Right-of-Way line at the North end and the Easterly easement line at the South end,

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said parcel contains 0.1808 acres of land, more or less, including any easements of record over the above described parcel, as shown as **PARCEL 2** on that "Right-of-Way" map recorded in Instrument No. _____, which is made a part hereof by this reference.

NES # 09-032 Industrial Parcel 2

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
14671
KENNETH A
KRENKE
Date Signed 09/29/13
ARIZONA, U.S.A.
EXPIRES 06/30/2015

ACCEPTED
CITY OF FLAGSTAFF
ENGINEERING DIV.
DC
INT
10/08/13
DATE

SLOPE EASEMENT
Descriptive Title

City File No. 03-09008

Northland Exploration Surveys, Inc.

EXHIBIT "A"

LEGAL DESCRIPTION (Parcel 3):

A strip of land, 8 feet in width, said strip of land being a portion of Parcel 1 as described in Instrument No. 3510883 (R) of the Records of Coconino County, Arizona, situated in the Northeast 1/4 of Section 7, Township 21 North, Range 8 East, Gila and Salt River Meridian, Coconino County, Arizona, said strip of land being Northerly, Easterly and Southerly of the following described line:

FROM the point described as "The Northwesterly corner of said Instrument 3263227, said point being lies along the Easterly Right-of-Way line of U.S. Highway 89, also known as the Continental Drive Overpass" in (R), thence N 43° 36' 39" W, along said Easterly Right-of-Way line of U.S. Highway 89, for a distance of 54.27 feet to the South Right-of-Way line of Burlington Northern Santa Fe Railroad;

thence N 69° 20' 45" E, along said South Right-of-Way line, for a distance of 561.61 feet to a point;

thence N 84° 34' 36" E, along said South Right-of-Way line, for a distance of 429.36 feet to a point of curvature;

thence Southeasterly and Southerly along a curve to the right, having a central angle of 90° 00' 00" and a radius of 255.92 feet, for a distance of 402.00 feet, the chord of said curve bears S 50° 25' 24" E for 361.92 feet, to a point of compound curve;

thence Southerly and Southwesterly along a curve to the right, having a central angle of 39° 38' 47" and a radius of 255.98 feet, for a distance of 177.13 feet, the chord of said curve bears S 14° 23' 59" E for 173.62 feet, to point on said curve, said point being the Northeast parcel corner of Exception Parcel No. 1 described in Instrument No. 3510883;

thence continue Southwesterly along the Northerly parcel line of said Parcel 1, along a curve to the right, having a central angle of 34° 15' 08" and a radius of 255.98 feet, for a distance of 153.03 feet, the chord of said curve bears S 51° 20' 57" W for 150.76 feet, to a point of tangency;

thence S 68° 28' 31" W, along said Northerly parcel line, for a distance of 76.99 feet to a nontangent point of curvature, said point being the Easterly easement line of a 50 foot easement described in Docket 547. Page 696;

thence Northerly along said Easterly Easement line, along a curve to the left, having a central angle of 13° 42' 57" and a radius of 397.90 feet, for a distance of 95.25 feet, the chord of said curve bears N 22° 48' 03" W for 95.02 feet, to a nontangent point, said point being the **TRUE POINT OF BEGINNING**;

thence S 69° 51' 20" E for a distance of 22.56 feet to a point;

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thence N 68° 28' 31" E for a distance of 62.26 feet to a point of curvature;

thence Northeasterly and Northerly along a curve to the left, having a central angle of 73° 53' 55" and a radius of 175.98 feet, for a distance of 226.97 feet, the chord of said curve bears N 31° 31' 33" E for 211.57 feet, to a point of compound curve;

thence Northerly and Northwesterly along a curve to the left, having a central angle of 90° 00' 00" and a radius of 175.92 feet, for a distance of 276.33 feet, the chord of said curve bears N 50° 25' 24" W for 248.79 feet, to a point of tangency;

thence S 84° 34' 36" W for a distance of 377.23 feet to a point of curvature;

thence Southwesterly along a curve to the left, having a central angle of 06° 02' 13" and a radius of 558.50, for a distance of 58.85 feet, the chord of said curve bears S 81° 33' 29" W for 58.82 feet, to a nontangent point on the East parcel line of a parcel of land described in Instrument No. 3263227 (R1), said point being the **END OF SAID STRIP OF LAND**;

the Westerly easement line being extended or shortened to intersect with the Easterly parcel line of said Parcel (R1) at the North end and the Easterly easement line at the South end,

said strip of land contains 0.1864 acres of land, more or less, including any easements of record over the above described parcel, as shown as **PARCEL 3** on that "Right-of-Way" map recorded in Instrument No. _____, which is made a part hereof by this reference.

NES # 09-032 Industrial Parcel 3

ACCEPTED
CITY OF FLAGSTAFF
ENGINEERING DIV.
DC 10/08/13
INT DATE

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
14671
KENNETH A
KRENKE
Date Signed 09/29/13
ARIZONA, U.S.A.
EXPIRES 06/30/2015

SLOPE EASEMENT
Descriptive Title

City File No. 03-09008

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Mark Gaillard, Fire Chief
Date:	02/02/2016
Meeting Date:	03/01/2016

TITLE:

Consideration and Adoption of Resolution No. 2016-07: A resolution to adopt the *Coconino County Multi-Jurisdictional Hazard Mitigation Plan*

RECOMMENDED ACTION:

1) Read Resolution No. 2016-07 by title only
2) City Clerk reads Resolution No. 2016-07 by title only (if approved above)
3) Adopt Resolution No. 2016-07

Executive Summary:

City staff has been cooperating with Coconino County on updating the Coconino County Multi-Jurisdictional Hazard Mitigation Plan (CCMJHMP). The Federal Emergency Management Agency has approved the document per planning standards and now each jurisdiction under the plan must approve the plan to place it into effect. Due to the size of the document it have not been attached to this staff summary; however, it may be viewed here. (Please allow time for it to download)

Financial Impact:

The CCMJHMP creates no fiscal impact.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

11) Ensure that we are as prepared as possible for extreme weather events

REGIONAL PLAN:

Goal WR.5. Manage watersheds and storm water to address flooding concerns, water quality, environmental protections, and rainwater harvesting.

Goal PF.3. Provide high-quality emergency response and public safety services including law enforcement, fire, medical, and ambulance transport service.

Has There Been Previous Council Decision on This:

The City Council adopted the original City of Flagstaff Hazard Mitigation Plan via resolution 2005-24 in March of 2005. In September of 2011, the revised multi-jurisdictional plan was adopted via resolution # 2011-37.

Options and Alternatives:

The Council choose to:

- adopt the resolution and the CCMJHMP
- not adopt the resolution and the CCMJHMP

Background/History:

Purpose

This Plan was prepared to guide hazard mitigation to better protect the people, property, community assets and land from the effects of hazards. This Plan demonstrates the communities' and tribe's commitment to reducing risks from hazards and serves as a tool to help decision makers direct mitigation activities and resources. This Plan was also developed to make the participating communities and tribe eligible for certain types of Federal disaster assistance and hazard mitigation grant funding.

1.2 Background and Scope

Each year in the United States, disasters take the lives of hundreds of people and injure thousands more. Nationwide, taxpayers pay billions of dollars annually to help communities, organizations, businesses, and individuals recover from disasters. These monies only partially reflect the true cost of disasters, because additional expenses to insurance companies and nongovernmental organizations are not reimbursed by tax dollars. Many disasters are predictable, and much of the damage caused by these events can be alleviated or even eliminated. Hazard mitigation is defined by FEMA as any sustained action taken to reduce or eliminate long-term risk to human life and property from a hazard event." The results of a three-year congressionally mandated independent study to assess future savings from mitigation activities provides evidence that mitigation activities are highly cost-effective. On average, each dollar spend on mitigation saves society an average of $4 in avoided future losses in addition to saving lives and preventing injuries (National Institute of Building Science Multi-Hazard Mitigation Council 2005). Examples of hazard mitigation measures include, but are not limited to the following:

- Forest Fuels Mitigation
- Development of mitigation standards, regulations, policies, and programs
- Land use/zoning policies
- Strong building code and floodplain management regulations
- Dam safety program and levee systems
- Acquisition of flood prone and environmentally sensitive lands
- Retrofitting/hardening/elevating structures and critical facilities
- Relocation of structures, infrastructure, and facilities out of vulnerable areas
- Public awareness/education campaigns
- Improvement of warning and evacuation systems

Hazard mitigation planning is the process through which hazards that threaten communities are identified, likely impacts of those hazards are determined, mitigation goals are set, and appropriate strategies to lessen impacts are determined, prioritized, and implemented. This Plan documents the planning process employed by the Planning Team. The Plan identifies relevant hazards and risks, and identifies the strategy that will be used to decrease vulnerability and increase resiliency and sustainability. This Plan was prepared pursuant to the requirements of the Disaster Mitigation Action of 2000 and the implementing regulations set forth in the Federal Register (hereafter, these requirements will be referred to collectively as the DMA2K). While the act emphasized the need for mitigation plans and more coordinated mitigation planning and implementation efforts, the regulations established the requirements

that hazard mitigation plans must meet in order to be eligible for certain Federal disaster assistance and hazard mitigation funding un the Robert T. Stafford Disaster Relief and Emergency Act. Information in this Plan will be used to help guide and coordinate mitigation activities and decisions for future land use. Proactive mitigation planning will help reduce the cost of disaster response and recovery to the community and its property owners by protecting structures, reducing exposure and minimizing overall community impacts and disruption. The community has been affected by hazards in the past and is thus committed to reducing future disaster impacts and maintaining eligibility for Federal funding. This is a multi-jurisdictional plan that geographically covers the participating communities within the Coconino County boundaries. The following communities participated in the planning process:

- Coconino County
- Flagstaff
- Fredonia
- Page
- Tusayan
- Williams

Community Involvement:

Choose which of the following that applies and REMOVE ALL OTHERS:

Inform
Consult
Involve
Collaborate
Empower

Attachments: Res. 2016-07

RESOLUTION NO. 2016-07

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL ADOPTING THE DECEMBER 2015 COCONINO COUNTY MULTI-JURISDICTION HAZARD MITIGATION PLAN AND REPEALING RESOLUTION 2011-05 ADOPTING THE PRIOR PLAN

RECITALS:

WHEREAS, the City of Flagstaff ("City") would like to adopt the 2015 Coconino County Multi-Jurisdiction Hazard Mitigation Plan ("Plan") to meet the requirements of the Disaster Mitigation Act of 2000 ("DMA2K"); and

WHEREAS, the City has experienced severe damage from natural and human-caused hazards such as flooding, wildfire, drought, thunderstorms, high winds, winter storms, traffic accidents, and hazardous materials incidents on many occasions in the past century, resulting in loss of property and life, economic hardship, and threats to public health and safety; and

WHEREAS, the Plan has been drafted pursuant to Federal requirements, after having been developed after more than one year of research and work by the City of Flagstaff in association and cooperation with the Coconino County Multi-Jurisdictional Planning Team, for the reduction of hazard risk to the community; and

WHEREAS, the primary purpose of the Plan is to identify natural and human-caused hazards that affect the City of Flagstaff, assess the vulnerability and risk posed by those hazards to community-wide human and structural assets, develop strategies for mitigation of those identified hazards, present future maintenance procedures for the Plan, and document the planning process; and

WHEREAS, the Plan recommends several hazard mitigation actions or projects that will provide mitigation for specific natural and human-caused hazards that affect the City of Flagstaff, in order to protect people and property from loss associated with those hazards; and

WHEREAS, upon approval of the Plan and approval from the Arizona Department of Emergency Management and the Federal Emergency Management Agency, the City will be eligible to apply for three types of mitigation programs:

(a) Hazards Mitigation Grant Program
(b) Flood Mitigation Assistance Program
(c) Pre-Disaster Mitigation (PDM) Program;

WHEREAS, the revised Plan is attached to the staff summary report and posted on the City of Flagstaff website in support of this Resolution.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. That the Plan, a copy of which is on file in the City Clerk's Office, be and hereby is approved and accepted.

SECTION 2. That Resolution No. 2011-05 adopting the prior plan be hereby repealed from and after the effective of this resolution.

SECTION 3. That the respective officials identified in the mitigation strategy of the Plan be and hereby are directed to pursue implementation of the recommended actions assigned to them.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of March, 2016.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Michelle D'Andrea, City Attorney
Date:	02/17/2016
Meeting Date:	03/01/2016

TITLE:

Consideration and Adoption of Clean-Up Ordinances:

Consideration and Adoption of Ordinance No. 2016-11: An ordinance of the City Council of the City of Flagstaff Amending the Flagstaff City Code, Title 1, Administrative, Chapter 15, Municipal Court, Division 1, Section 2, Municipal Judge, Presiding Magistrate, Hearing Officers, to Require all Municipal Judges to be Admitted to the Practice of Law in the State of Arizona; Providing for Repeal of Conflicting Ordinances, Severability, and Establishing an Effective Date ***(Municipal Judge Qualifications)***

Consideration and Adoption of Ordinance No. 2016-12: An ordinance of the City Council of the City of Flagstaff, Amending the Flagstaff City Code, Title 1, Administrative, Chapter 24, Insurance, Division 1, Section 7, Insurance, to Increase the Authority of the City Manager to Settle Claims up to Fifty Thousand Dollars; Providing for Repeal of Conflicting Ordinances, Severability, and Establishing an Effective Date. ***(Bringing City Code Consistent with Charter Regarding City Manager's Authority to Settle Claims)***

Consideration and Adoption of Ordinance No. 2016-13: An ordinance of the City Council of the City of Flagstaff, Amending the Flagstaff City Code, Title 11, General Plans and Subdivisions, Chapter 20, Subdivision and Land Split Procedures and Requirements, Division 1, Sections 30 and 40, Pre-Application Conference, and Land Split and Combination Applications, to Provide Opportunity for Additional Lot Splits for Long-Term Parcel Owners; Providing for Repeal of Conflicting Ordinances, Severability, and Establishing an Effective Date. ***(Lot Splits)***

RECOMMENDED ACTION:

At the Council Meeting of March 1, 2016:

1) Read Ordinance No. 2016-11 by title only for the first time
2) City Clerk reads Ordinance No. 2016-11 by title only (if approved above)
3) Read Ordinance No. 2016-12 by title only for the first time
4) City Clerk reads Ordinance No. 2016-12 by title only (if approved above)
5) Read Ordinance No. 2016-13 by title only for the first time
6) City Clerk reads Ordinance No. 2016-13 by title only (if approved above)

At the Council Meeting of March 22, 2016:

7) Read Ordinance No. 2016-11 by title only for the final time
8) City Clerk reads Ordinance No. 2016-11 by title only (if approved above)
9) Adopt Ordinance No. 2016-11
10) Read Ordinance No. 2016-12 by title only for the final time
11) City Clerk reads Ordinance No. 2016-12 by title only (if approved above)
12) Adopt Ordinance No. 2016-12
13) Read Ordinance No. 2016-13 by title only for the final time

14) City Clerk reads Ordinance No. 2016-13 by title only (if approved above)
15) Adopt Ordinance No. 2016-13

Executive Summary:

The City Attorney brings these three clean-up ordinances to the Council for consideration. The first ordinance codifies the Council's policy regarding qualifications of city magistrates to require admission to the Arizona bar. The second ordinance increases the City Manager's settlement authority, consistent with his authority to enter into contracts, to fifty thousand dollars. The third ordinance clarifies Council's expressed intent to allow additional lot splits for property owners who have owned the property proposed to be split for at least fifteen years.

Financial Impact:

None.

Connection to Council Goal and/or Regional Plan:

None.

Has There Been Previous Council Decision on This:

Yes. The City Council advised staff to require admission to the state bar of Arizona as a qualification for magistrates on September 9, 2014.

Options and Alternatives:

Ordinance 2016-11: Magistrate Qualifications

1) The Council may adopt the ordinance indicating the qualifications for magistrates; or
2) The Council may not adopt the ordinance and continue with the policy requiring admission to the Arizona bar for qualification as a magistrate; or
3) The Council may decide not to require admission to the state bar as a qualification for magistrates; or
4) The Council may require admission to the state bar for only certain magistrates.

Ordinance 2016-12: Settlement Authority

1) The Council may increase the City Manager's settlement authority to $50,000.00, consistent with his authority to contract; or
2) The Council may leave the City Manager's settlement authority at $25,000.00; or
3) The Council may determine a different amount for the City Manager's settlement authority.

Ordinance 2016-13: Lot Splits

1) The Council may make the proposed changes to the ordinance, allowing additional splits of lots less than 2.5 acres after the property has been held by one owner for fifteen years or more; or
2) The Council may leave the ordinance as it is, which does not allow additional splits of lots less than 2.5 acres after the property has been held by one owner for fifteen years or more.

Community Involvement:

Inform

Attachments: Ord. 2016-11
Ord. 2016-12
Ord. 2016-13

ORDINANCE NO. 2016-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 1, *ADMINISTRATIVE,* CHAPTER 15, *MUNICIPAL COURT*, DIVISION 1, SECTION 2, *MUNICIPAL JUDGE, PRESIDING MAGISTRATE, HEARING OFFICERS*, TO REQUIRE ALL MUNICIPAL JUDGES TO BE ADMITTED TO THE PRACTICE OF LAW IN THE STATE OF ARIZONA; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the Flagstaff Charter requires the Flagstaff City Council to appoint police judges, also known as municipal judges, and the police judges hold office at the pleasure of the Council: and

WHEREAS, the Flagstaff City Council determined that it is appropriate to require all municipal judges, including but not limited to the presiding judge, on-call judges, and part-time judges to be attorneys admitted to the practice of law in the State of Arizona.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Flagstaff City Code, Title 1, *Administration,* Chapter 15, *Municipal Court*, Division 1, Section 2, *Municipal Judge, Presiding Magistrate, Hearing Officers,* is hereby amended as set forth below (deletions shown as stricken, and additions shown as capitalized text):

1-15-001-0002 MUNICIPAL JUDGE, PRESIDING MAGISTRATE, HEARING OFFICERS

A. Municipal Judge: All Municipal Judges shall serve a term of two (2) years. The two (2) year term shall commence August 1, and terminate July 31. During such term, a Municipal Judge may be removed only for cause. All Municipal Judges shall be appointed by the Council. ALL MUNICIPAL JUDGES, INCLUDING BUT NOT LIMITED TO THOSE DESCRIBED IN SECTION (C) BELOW, MUST BE ADMITTED TO THE PRACTICE OF LAW IN THE STATE OF ARIZONA.

B. Presiding Magistrate: Appointed by the Council, presides over a court calendar as well as having administrative authority to hire, supervise, discipline, and terminate its non-appointed court employees. (Supreme Court Administrative Orders 83-11, 90-3, and Rule I, Uniform Rules of Practice of the Superior Court, and the principle of judicial independence under the doctrine of separation of powers as defined in the State Constitution, Article III). The Presiding Magistrate shall follow all Personnel Policies adopted and amended by the City Council. Further, the Presiding Magistrate shall utilize the Personnel Board created by Ordinance No. 971 and appointed by the

City Council. The findings and recommendations of the Personnel Board shall be forwarded to the Presiding Magistrate for action. The Presiding Magistrate shall accept in whole or in part, or reject, said findings and recommendations.

C. Additional Municipal Judges: In conformance with Paragraph A of this Section, the City Council may appoint one (1) or more additional Judge(s).

1. On-Call: This position will be paid on an hourly basis for each hour worked at a rate determined by the City Council at the time of appointment. This position will not have a set schedule and will work only at such times as required by the Presiding Magistrate when other Municipal Judges are not available.

2. Part-Time: This position will be paid on an hourly basis for each hour worked at a rate and for a specific number of hours per week as determined by the City Council at the time of appointment. The Presiding Magistrate will schedule actual times and days of work. Additional Judges working twenty (20) hours per week or more, as authorized by the City Council, will also be eligible for full health, life and dental insurance benefits.

D. Civil Traffic Hearing Officers: The Council may appoint Hearing Officers to preside over civil traffic violation cases as provided in Arizona Revised Statutes, section 28-1055, as amended. Hearing Officers shall serve under the supervision of the Presiding Municipal Judge, for a term of two (2) years. The two (2) year term shall commence August 1, and terminate July 31. During such term, a Hearing Officer may be removed only for cause. (Ord. 1860, 02/07/95)

SECTION 2. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed.

SECTION 3. Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Effective Date.

This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 22nd day of March, 2016.

_____

MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

ORDINANCE NO. 2016-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 1, *ADMINISTRATIVE,* CHAPTER 24, *INSURANCE*, DIVISION 1, SECTION 7, *INSURANCE,* TO INCREASE THE AUTHORITY OF THE CITY MANAGER TO SETTLE CLAIMS UP TO FIFTY THOUSAND DOLLARS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the Flagstaff Charter allows the city manager to contract on behalf of the city for amounts of fifty-thousand dollars or less; and

WHEREAS, in the past, the city manager's authority to settle claims, which is set by ordinance, has been increased when his or her authority to enter into contracts has increased.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Flagstaff City Code, Title 1, *Administration,* Chapter 24, *Insurance*, Division 1, Section 24, *Insurance,* is hereby amended as set forth below (deletions shown as stricken, and additions shown as capitalized text):

1-24-001-0007 SETTLEMENT OF CLAIMS

The City Manager or designee, shall have the authority to settle and authorize payment of claims against the City up to the amount of ~~twenty-five thousand dollars ($25,000.00)~~ FIFTY THOUSAND DOLLARS ($50,000.00). Any claim in excess of this amount shall require approval of the City Council. The Council shall be notified of all claim settlements.

SECTION 2. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed.

SECTION 3. Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Effective Date.

This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 22nd day of March, 2016.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

ORDINANCE NO. 2016-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 11, *GENERAL PLANS AND SUBDIVISIONS,* CHAPTER 20, *SUBDIVISION AND LAND SPLIT PROCEDURES AND REQUIREMENTS*, DIVISION 1, SECTIONS 30 AND 40, *PRE-APPLICATION CONFERENCE* AND *LAND SPLIT AND COMBINATION APPLICATIONS,* TO PROVIDE OPPORTUNITY FOR ADDITIONAL LOT SPLITS FOR LONG-TERM PARCEL OWNERS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the Flagstaff City Council discussed allowing long-term property owners to split their parcels without following the subdivision regulations in certain instances the last time Council considered Title Eleven of the City Code; and

WHEREAS, the current City Code requires property owners to provide evidence of long-term ownership, but does not establish regulations to allow for additional land split.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Flagstaff City Code, Title 11, General Plans and Subdivision, Chapter 20, Subdivision and Land Split Procedure and Requirements, Division 1, Sections 30 and 40 Pre-Application Conference and Land Split and Combination Applications, is hereby amended as set forth below (deletions shown as stricken, and additions shown as capitalized text):

11-20.100.030 Pre -Application Conference

A. The pre-application conference stage of land split or combination review is an optional investigatory period preceding the preparation and submittal of the land split or combination application by the subdivider. The subdivider shall initially present the land split or combination proposal to the Director who shall advise the subdivider of specific public objectives, standards, and regulations related to the property and the procedure for land split or combination review.

B. An application for land split or combination approval shall include a sketch plan of the proposed land split or combination so that the Director can determine whether the approval process authorized by this Division can and should be utilized. The Director may require the applicant to submit whatever information is necessary to make this

determination, including, but not limited to, a copy of the Coconino County Assessor's Map showing the land being divided and all lots or parcels previously divided from that tract of land and, ~~all contiguous land under the same ownership 15 years prior to December 16, 2010, the effective date of these regulations.~~ FOR EACH PARCEL PROPOSED TO BE DIVIDED, PROVIDE RECORDS SHOWING OWNERSHIP OF THE PARCEL FOR THE PAST FIFTEEN YEARS.

11-20.100.040 Land Split and Combination Applications

A. Application Submittal:

1. All land split or combination applications shall include the following materials:

a. The required number of copies of the land split or combination map reproduced in the form of blue or black line prints on a white background, or suitable copies showing the proposed Land split or combination, existing conditions including the location of all structures, and anticipated setbacks from existing and proposed property lines;

b. Any information required as part of the land split or combination submittal shall be shown graphically, or by note, or by letter, or in combination on the plans, and may if necessary comprise several sheets showing various elements of the required data. All mapped data for the same map shall be drawn at the same engineering scale, said scale not to be greater than 100 feet to an inch;

c. A completed land split or combination application form;

d. Legal description in a form approved by the Coconino County Recorder's office;

e. A non-refundable land split or combination application fee (See City Code, Title 10, Zoning Code, Appendix 2, Planning Fee Schedule), available as a separate document from the Planning Section); and,

f. Complete contact information for the subdivider.

G. FOR EACH PARCEL PROPOSED TO BE DIVIDED, PROVIDE RECORDS OF OWNERSHIP OF THE PARCEL FOR THE PAST FIFTEEN YEARS.

2. All submittals shall be checked by the Director for completeness. If the application is determined to be incomplete, the submittal may be rejected and returned to the applicant for revision and resubmittal.

B. Application Approval Standards:

1. All land split or combination applications shall be designed to comply with the requirements of the specific zoning district within which it is located, including minimum lot area, lot depth, lot width and minimum access requirements.

2. No lot or parcel shall be divided in such a way that any division contains more dwelling units than are permitted by the zoning regulations in the district in which the lot or parcel is situated.

3. IF A PARCEL HAS BEEN UNDER THE SAME OWNERSHIP FOR THE PAST FIFTEEN YEARS, THE PARCEL MAY BE SPLIT AGAIN CONSISTENT WITH THIS CHAPTER AS IF THE PARCEL HAD NOT BEEN SPLIT IN THE PAST.

C. Process for Approval.

1. The subdivider shall submit all of the documents, information, data, and other requirements for approval of a land split or combination to the Director. The subdivider shall also furnish to the Director any additional information and materials relevant to the application that are reasonably believed to be necessary in order for the Director to evaluate, analyze, or understand the subject matter of the application, and to ensure compliance with the requirements of this division. Compliance shall be determined by the Director.
2. The procedures for approval, modification, or denial of land split or combination applications shall be as follows:

   a. The Director shall approve or disapprove applications for land splits or combinations pursuant to the provisions of this Division and shall ensure compliance with any applicable conditions of approval.

   b. A subdivider may appeal a final action of the Director to the Planning Commission in accordance with Division 11-20.180, Appeals, of this Chapter.

SECTION 2. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed.

SECTION 3. Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by

the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Effective Date.

This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 22nd day of March, 2016.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Charity Lee, Real Estate Manager
Date:	01/16/2016
Meeting Date:	03/01/2016

TITLE:

Consideration and Adoption of Resolution No. 2016-05 A Resolution to abandon 1,103 Sq. Ft. of sewer easement, recorded in Docket 196, Pg. 613 Coconino County. ***(Resolution to abandon an unused sewer easement near Route 66 and Ponderosa Parkway)***

RECOMMENDED ACTION:

1) Read Resolution No. 2016-05 by title only
2) City Clerk reads Resolution No. 2016-05 by title only (if approved above)
3) Adopt Resolution No. 2016-05

Executive Summary:

The private property owner located at 1688 E. Rt. 66, APN 107-07-001G, otherwise known as "Starbucks" has requested that the City of Flagstaff abandon 1,103 SF of vacated sewer easement to unencumber the property.

Financial Impact:

None

Connection to Council Goal and/or Regional Plan:

None

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

Option 1: Adopt the Resolution to abandon the 1,103 Sq. FT. of vacated sewer easement.
Option 2: Don't adopt the Resolution to abandon the 1,103 Sq. FT. of vacated sewer easement.

Background/History:

A perpetual easement and right-of-way for the purpose of installing, inspecting, maintaining, repairing, replacing and removing sewer lines was granted to the City of Flagstaff, a municipal corporation on November 29th, 1962, Docket 196 Page 613.

Key Considerations:

Only 1,103 Sq. Ft. of this easement is to be abandoned, which is located at 1688 E. Rt 66 Flagstaff, AZ. 86001, APN 107-07-001G. This was a request made by the private owner to unencumber the property.

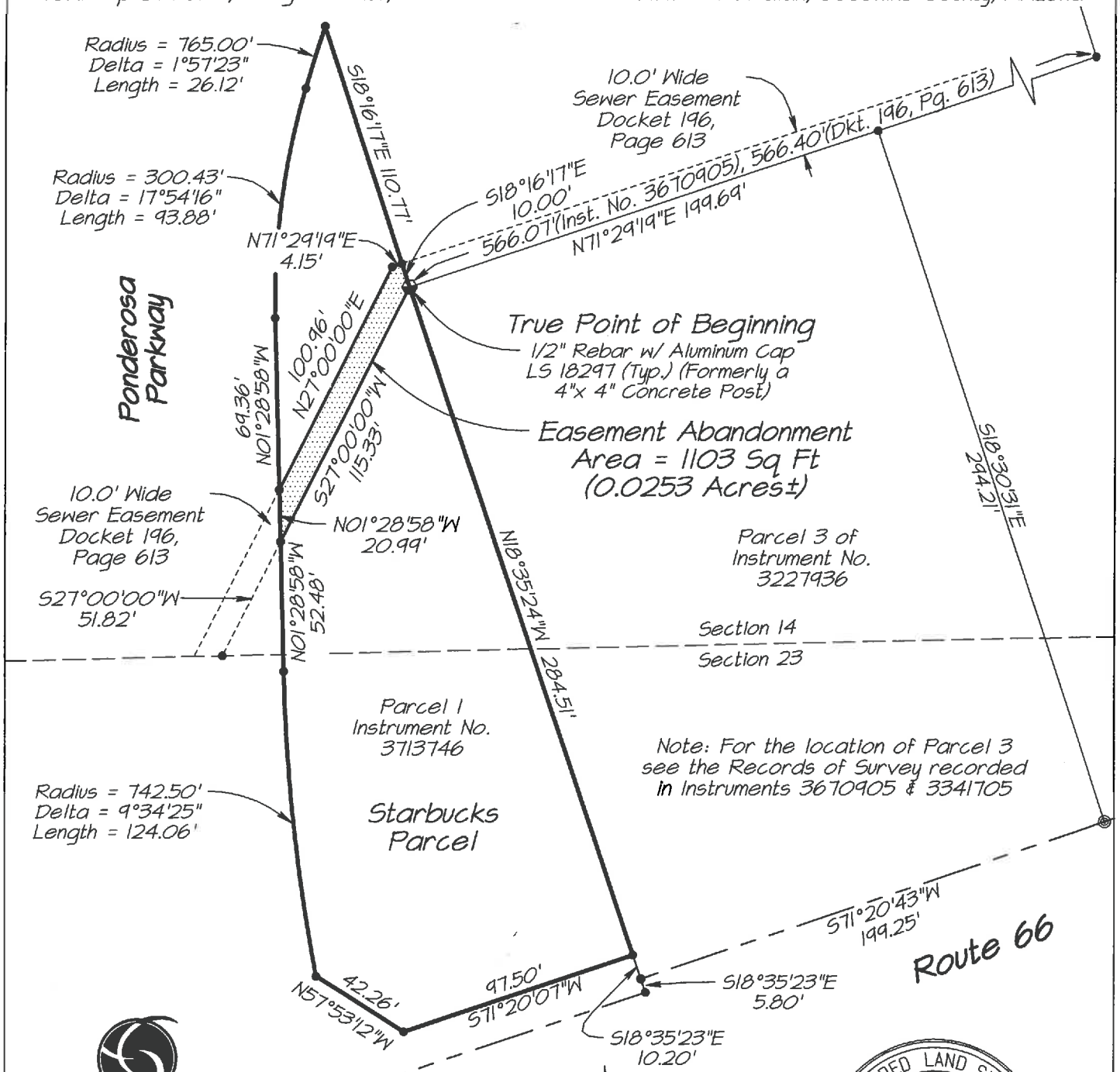
Community Involvement:

Inform
Collaborate

Attachments: Survey with Legal Description
Dkt 196, Pg. 613-614
Res. 2016-05

Exhibit B
Sewer Easement Abandonment

Exhibit drawing showing the location of a parcel of land which is a portion of the 10.0' wide sewer line easement recorded in Docket 196, Page 613 of the records of the Coconino County Recorder's Office. The parcel of land is located in the southwest quarter of Section 14, Township 21 North, Range 7 East, Gila & Salt River Baseline & Meridian, Coconino County, Arizona



ARIZONA SURVEYING

Arizona Surveying, Inc
1843 W. Heavenly Ct
Flagstaff, AZ 86001
Tel: (928) 607-7092
arizonasurveying.com

ACCEPTED
CITY OF FLAGSTAFF
ENGINEERING DIV.
DC 12/11/15
INT DATE

DEV 14-024
City File No.

Scale 1"= 60'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
18297
JOHN A.
LUCKOW
Date Signed 12-11-15
ARIZONA, U.S.A.

Expires 6/30/2018

Exhibit A
Sewer Easement Abandonment

Following is a description of a parcel of land which is a portion of the 10.0 foot wide sewer easement recorded in Docket 196, Page 613 of the records of the Coconino County Recorder's Office. The parcel of land is located in the southwest quarter of Section 14, Township 21 North, Range 7 East, Gila and Salt River Baseline and Meridian, Coconino County, Arizona. (Note: all references to recorded instruments are of the records of the Coconino County Recorder's Office.)

The parcel is more particularly described by metes and bounds as follows:

BEGINNING at the northwest corner of the parcel of land described as Parcel 3 in Instrument No. 3227936, monumented with a 1/2" rebar with aluminum cap, LS 18297(Note: formerly monumented with a 4" x 4" concrete post 4 feet tall), said point being on the east line of the parcel of land described as Parcel 1 in Instrument No. 3713746:

THENCE South 27°00'00" West, 115.33 feet to the west line of Parcel 1;

THENCE North 01°28'58" West along the west line of Parcel 1, 20.99 feet;

THENCE North 27°00'00" East, 100.96 feet;

THENCE North 71°29'19" East, 4.15 feet to the east line of Parcel 1;

THENCE South 18°16'17" East, 10.00 feet to the **TRUE POINT OF BEGINNING** of this description.

The above described parcel of land contains 0.0253 Acres, more or less.

For a drawing of the above described parcel see the exhibit titled **"Exhibit B – Sewer Easement Abandonment"**, which by this reference is made part of this description.

For the Basis of Bearings of this description, refer to the Record of Survey recorded in Instrument No. 3670905.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
18297
JOHN A.
LUCKOW
Date Signed 12-11-15
ARIZONA U.S.A.

Expires 6/30/2018

ACCEPTED
CITY OF FLAGSTAFF
ENGINEERING DIV.
DC 12/11/15
INT DATE

Sewer easement portion
Descriptive Title

DEV 14-024
City File No.

DATED this [illegible] day of November, 1962.

LAND TITLE AND TRUST COMPANY, an Arizona corporation, as Trustee

By: [illegible]
M. K. Mangum, President

STATE OF ARIZONA)
) ss.
County of Coconino)

ON THIS the [illegible] day of November, 1962, before me, the undersigned officer, personally appeared M. K. MANGUM, who acknowledges himself to be the President of the LAND TITLE AND TRUST COMPANY, an Arizona corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, as Trustee, by himself as such officer.

IN WITNESS whereof I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

My Commission expires January 29, 1965

No. [illegible]
RECORDED AT REQUEST OF City of Flagstaff
November 29th A. D. 19 62 at 1:10 [illegible] P.M.
in Book 196 Page 613-614
of Coconino County, Arizona.
Edna Mae Thornton County Recorder
By: [illegible] Deputy

Record
[illegible]
[illegible]

EASEMENT

IN CONSIDERATION of the sum of TEN DOLLARS ($10.00) to it in hand paid, the LAND TITLE AND TRUST COMPANY, an Arizona corporation, as Trustee, does hereby grant to the CITY OF FLAGSTAFF, a municipal corporation, a perpetual easement and right-of-way for the purpose of installing, inspecting, maintaining, repairing, replacing and removing sewer lines of any size on the following described real property:

> A strip of land 10 feet wide, the Southeasterly line of which is described as follows: BEGINNING at the NORTHEAST corner of that land leased to ROBERT J. CLARK and VENA W. CLARK, as described in Book 91, page 100, Records of Coconino County, Arizona; thence South 71°34' West 566.40 feet along the Northerly lines of parcels of land leased to ROBERT J. CLARK and VENA W. CLARK, HAROLD J. QUICK and WILMA J. QUICK, and LESTER W. SMITH and LORETTA A. SMITH, to the Northwest corner of that land leased to LESTER W. SMITH and LORETTA A. SMITH as described in Book 90, page 93, Records of Coconino County, Arizona; thence South 27°00' West 170.25 feet to the Northeast corner of that land conveyed to JOSEPH G. N. REID and VIRGINIA H. REID, as described in Book 138, page 533, Records of Coconino County, Arizona, which is a point on the South line of the Southwest Quarter (SW¼), Section 14, Township 21 North, Range 7 East, G.&S.R.B.&M., Coconino County, Arizona, said South line of the SW¼, Section 14 being the terminus of said 10 feet strip; containing 0.17 acres more or less.

IT IS FURTHER agreed by the undersigned that during the time of original installation of said sewer line, the City of Flagstaff may occupy adjacent land for a distance not to exceed 20 feet Northwesterly from the described Southeasterly line of said easement for the purpose of construction only.

IN THE EVENT that the City abandons said easement, then the same, together with all rights and privileges herein set forth shall revert to the undersigned.

RESOLUTION NO. 2016-05

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL TO ABANDON 1,103 SQUARE FEET OF A UTILITY/WASTEWATER (SEWER) EASEMENT WHICH WAS DEDICATED TO THE CITY OF FLAGSTAFF AS RECORDED IN COCONINO COUNTY DOCKET 196, PAGE 613 ON NOVEMBER 29, 1962, WHICH EASEMENT ENCUMBERS THE FOLLOWING DESCRIBED REAL PROPERTIES LOCATED AT 1688 EAST ROUTE 66, FLAGSTAFF, ARIZONA (APN 107-07-001G)

RECITALS:

WHEREAS, the City of Flagstaff ("City") does not own fee title ownership but has an interest in an easement that encumbers the property located at 1688 East Route 66, Flagstaff, Arizona (APN 107-07-001G); and

WHEREAS, pursuant to A.R.S §28-7214, the easements may be extinguished by resolution of the governing body of the city; and

WHEREAS, a 1,103 square foot portion of the utility line is no longer in use or necessary as a public easement and may, therefore, be abandoned; and

WHEREAS, A.R.S. §9-402(E), the Flagstaff City Council has determined that the City no longer needs the easement and that the easement has no public use or market value.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

That the City hereby abandons the 1,103 SQ. FT portion of easement further described in Exhibits "A" and "B" and attached herein, which was dedicated to the City of Flagstaff, Arizona, a municipal corporation in Docket 196, Page 613 on November 29th, 1962.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 16th day of February, 2016.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibit A
Sewer Easement Abandonment

Following is a description of a parcel of land which is a portion of the 10.0 foot wide sewer easement recorded in Docket 196, Page 613 of the records of the Coconino County Recorder's Office. The parcel of land is located in the southwest quarter of Section 14, Township 21 North, Range 7 East, Gila and Salt River Baseline and Meridian, Coconino County, Arizona. (Note: all references to recorded instruments are of the records of the Coconino County Recorder's Office.)

The parcel is more particularly described by metes and bounds as follows:

BEGINNING at the northwest corner of the parcel of land described as Parcel 3 in Instrument No. 3227936, monumented with a 1/2" rebar with aluminum cap, LS 18297(Note: formerly monumented with a 4" x 4" concrete post 4 feet tall), said point being on the east line of the parcel of land described as Parcel 1 in Instrument No. 3713746:

THENCE South 27°00'00" West, 115.33 feet to the west line of Parcel 1;

THENCE North 01°28'58" West along the west line of Parcel 1, 20.99 feet;

THENCE North 27°00'00" East, 100.96 feet;

THENCE North 71°29'19" East, 4.15 feet to the east line of Parcel 1;

THENCE South 18°16'17" East, 10.00 feet to the **TRUE POINT OF BEGINNING** of this description.

The above described parcel of land contains 0.0253 Acres, more or less.

For a drawing of the above described parcel see the exhibit titled **"Exhibit B – Sewer Easement Abandonment"**, which by this reference is made part of this description.

For the Basis of Bearings of this description, refer to the Record of Survey recorded in Instrument No. 3670905.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
18297
JOHN A.
LUCKOW
Date Signed 12-11-15
ARIZONA U.S.A.

Expires 6/30/2018

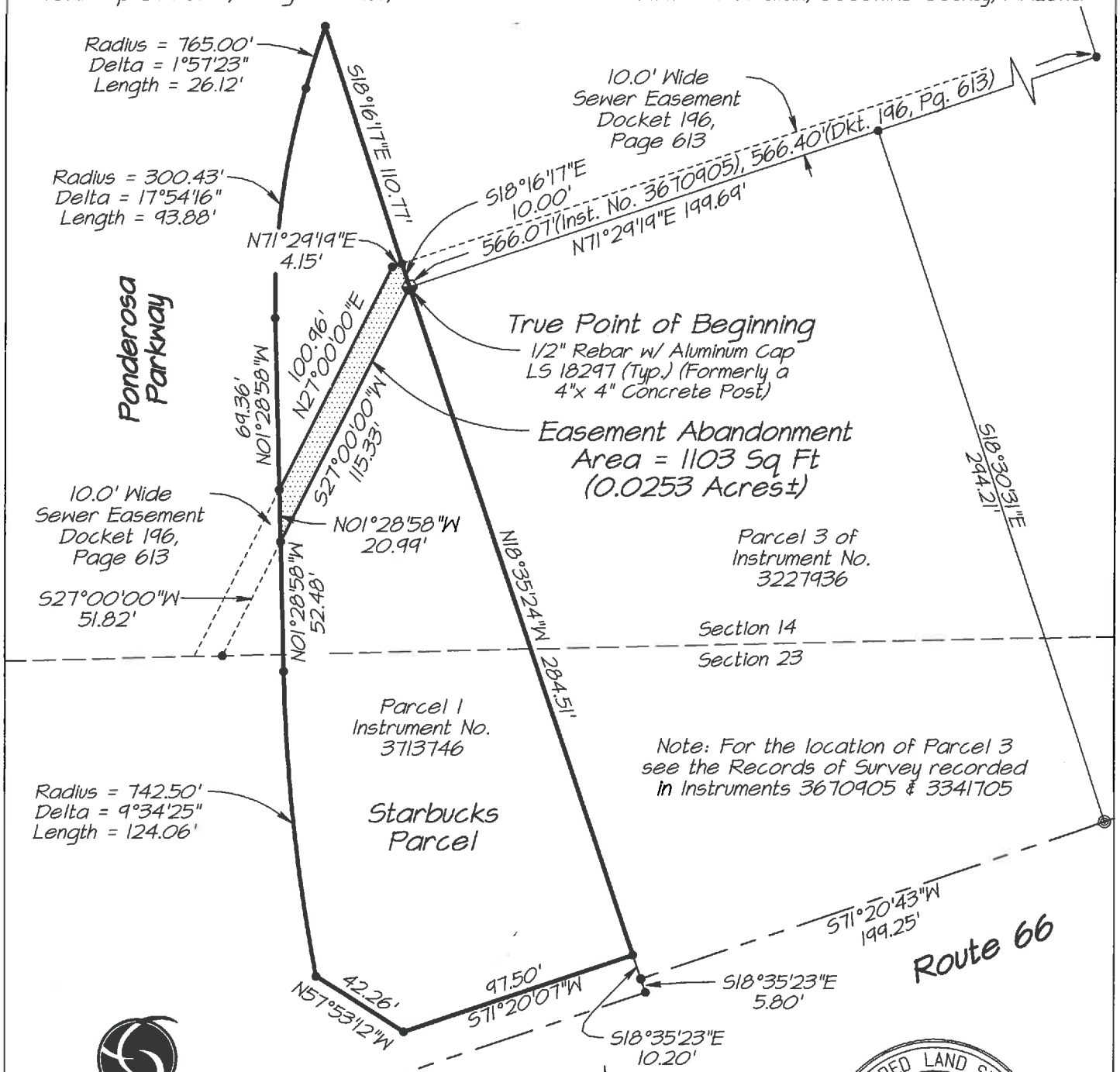
ACCEPTED
CITY OF FLAGSTAFF
ENGINEERING DIV.
DC 12/11/15
INT DATE

Sewer easement portion
Descriptive Title

DEV 14-024
City File No.

Exhibit B
Sewer Easement Abandonment

Exhibit drawing showing the location of a parcel of land which is a portion of the 10.0' wide sewer line easement recorded in Docket 196, Page 613 of the records of the Coconino County Recorder's Office. The parcel of land is located in the southwest quarter of Section 14, Township 21 North, Range 7 East, Gila & Salt River Baseline & Meridian, Coconino County, Arizona



ARIZONA SURVEYING

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ACCEPTED
CITY OF FLAGSTAFF
ENGINEERING DIV.
DC 12/11/15
INT DATE

DEV 14-024
City File No.

Scale 1"= 60'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
18297
JOHN A.
LUCKOW
Date Signed 12-11-15
ARIZONA, U.S.A.

Expires 6/30/2018

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Charity Lee, Real Estate Manager
Date:	01/16/2016
Meeting Date:	03/01/2016

TITLE:

Consideration and Adoption of Resolution No. 2016-04: A Resolution to abandon a vacant public utility easement. Recorded in Coconino County, Docket 245, Pg. 5, over, under and across; 3025 E. Industrial Dr., APN 107-15-013B and 107-30-022A, 2201 N. Vickey St., APN 107-15-015, and 2225 N. Steves Boulevard, APN. 107-30-012. ***(Resolution to abandon an unused public utility easement)***

RECOMMENDED ACTION:

1) Read Resolution No. 2016-04 by title only.
2) City Clerk reads Resolution No. 2016-04 by title only if approved above.
3) Adopt Resolution No. 2016-04

Executive Summary:

The private owner located at 2201 N. Vickey St. has requested that the City of Flagstaff abandon the vacant utility easement to unencumber the property. After further investigation, it was realized that the easement recorded in Docket 245, Pg. 5 also encumbered 3025 E. Industrial Dr. APN 107-15-013B and 107-30-022A, and 2225 N. Steves Boulevard, APN 107-30-012. The purpose of the Resolution is to unencumber all properties currently encumbered by the easement that is no longer is use.

Financial Impact:

There is no financial impact to the City of Flagstaff.

Connection to Council Goal and/or Regional Plan:

None

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

Option 1: Adopt the Resolution to abandon the vacant public utility easement.
Option 2: Do not adopt the Resolution to abandon the vacant public utility easement.

Background/History:

The easement was granted to the City of Flagstaff, Arizona, a municipal corporation on November 22, 1965, Docket 245, page 5, and was for sewer and utility purposes. The City of Flagstaff has relocated the sewer and utilities and this easement is no longer in use. The purpose is to unencumber the privately owned properties.

Community Involvement:

Inform

Attachments: Recorded Easement Dkt 245, Pg. 5
Map of Easement location
Res. 2016-04

NO. # 9663

RECORDED AT REQUEST OF City of Flagstaff, Arizona
November 22 A.D. 19 65 at 12:20 o'clock P.M.
In Docket 245 Pages 5
of Coconino County, Arizona
Edna Mae Thornton County Recorder
By Virginia Hendgerson Deputy

E A S E M E N T

In consideration of the sum of Ten Dollars ($10.00) to it in hand paid, the undersigned hereby grants to the CITY OF FLAGSTAFF, ARIZONA, a municipal corporation, a perpetual easement and right-of-way for water, sewer and utility purposes, over, under and across the following described real property.

A strip of land 16.0 feet in width and 1715.76 feet in length being situated in the NE¼NW¼ and the NW¼NE¼ of Section 13, Township 21 North, Range 7 East, G.&S.R.B.&M.; Coconino County, Arizona; lying 8.0 feet on either side of, and parallel with the following described center line:

from the center of said Section 13, N. 0°01'00" E. 1489.63 feet along the mid-section line to the true point of beginning; thence S. 83°25'40" W. 784.16 feet to the East line of that parcel of land known as the Diamond 'S' Trailer Court; and from the same true point of beginning, N. 83° 25'40" E. 931.60 feet to an existing sewer manhole adjacent to the Interstate 40 Highway right-of-way.

In the event that the use contemplated by this easement is abandoned, this easement shall terminate and all interest in said property shall revert to the undersigned, its successors and assigns.

DATED this 18th day of November, 19 65.

Arizona Title and Trust Company
of Coconino Co
By Richard E. Fugatt
Exec. Vice- President

ATTEST:
Dick Mangum
Asst. Secretary

STATE OF ARIZONA)
) ss.
County of Coconino)

On this, the 18th day of November, 1965, before me, the undersigned officer, personally appeared Richard E. Fugatt and Dick Mangum, Exec. Vice President and Asst. Secretary respectively of Arizona Title and Trust Company of Coconino Arizona Corporation, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they as such officers, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by themselves as such officers.

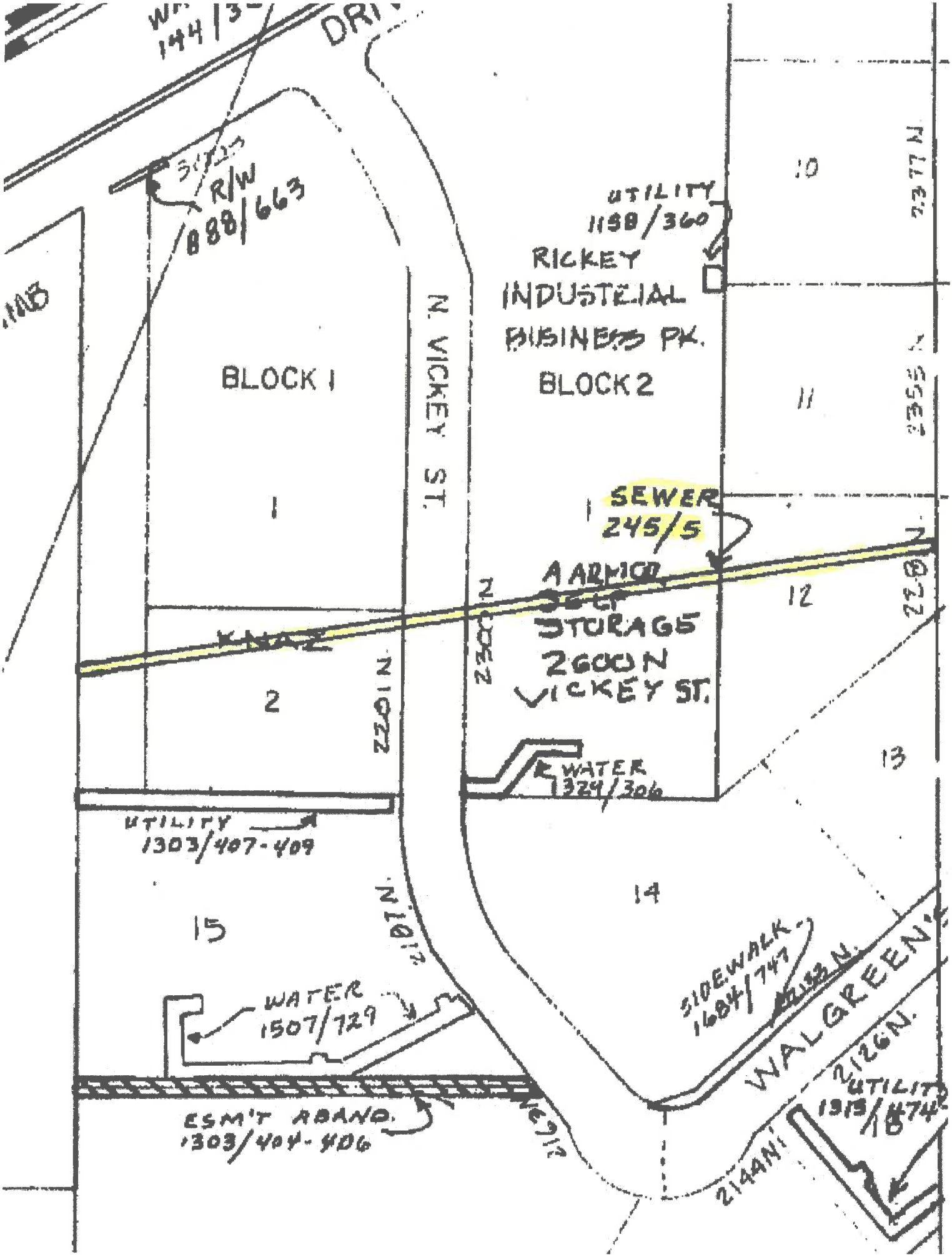
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

JOYCE KIDNEY NOTARY PUBLIC COUNTY OF COCONINO

Joyce Kidney
Notary Public

My Commission Expires:
My Commission Expires Jan 4 1966

107-13-016
107-13-010
107-16-013
INDUSTRIAL DR
107-13-013B
107-30-022A
107-15-014
107-13-013
107-16-006A
107-14-001J
107-13-005Z
107-16-007Z
VICKEY ST
107-13-013B
107-30-009
107-30-010
107-32-003
107-32-002
107-32-001
999-99-999
107-30-012
107-30-013
107-30-014
STEVES BLVD
107-30-006F
107-30-002
107-30-003A
107-30-003B
107-30-006C
107-30-004
107-30-005
WALGREENS ST
107-30-020B
107-30-020A
107-30-018C


144/3
DRI
R/W
888/663
BLOCK 1
1
2
N. VICKEY ST.
2300 N
2200 N
UTILITY
1158/360
RICKEY
INDUSTRIAL
BUSINESS PK.
BLOCK 2
10
11
12
13
14
15
2377 N
2355 N
2280 N
SEWER
245/5
A ARMOR
STORAGE
2600 N
VICKEY ST.
WATER
324/306
UTILITY
1303/407-409
2101 N
WATER
1507/729
ESM'T ABAND.
1303/404-406
2112
SIDEWALK
1684/747
2132 N.
WALGREEN'S
2126 N.
UTILITY
1915/874
2144 N

RESOLUTION NO. 2016-04

A RESOLUTION TO ABANDON AN UNUSED PUBLIC UTILITY EASEMENT RECORDED IN COCONINO COUNTY DOCKET 245, PAGE 5, WHICH EASEMENT ENCUMBERS THE FOLLOWING DESCRIBED REAL PROPERTIES LOCATED AT 3025 EAST INDUSTRIAL DRIVE, FLAGSTAFF, ARIZONA (APN 107-15-013B AND 107-30-022A); 2201 NORTH VICKEY STREET, FLAGSTAFF, ARIZONA (APN 107-15-015); AND, 2225 NORTH STEVES BOULEVARD, FLAGSTAFF, ARIZONA (APN 107-30-012)

RECITALS:

WHEREAS, a perpetual easement and right-of-way for water, sewer and utility purposes was granted to the City of Flagstaff, Arizona, a municipal corporation on November 22, 1965, Docket 245, PAGE 5, Records of Coconino County, Arizona; and

WHEREAS, the City of Flagstaff has relocated the utility line and the line is no longer in use or necessary as a public easement and may therefore, be abandoned; and

WHEREAS, the City of Flagstaff does not own fee title ownership but has an interest through an easement; and

WHEREAS, pursuant to A.R.S §28-7214, the easements may be extinguished by resolution of the governing body of the city; and

WHEREAS, A.R.S. §9-402(E), the Flagstaff City Council has determined that the City no longer needs the easement and that the easement has no public use or market value.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

That the City hereby abandons the easement described in Exhibit “A” and attached herein which was dedicated to the City of Flagstaff, Arizona, a municipal corporation in Docket 245, Page 5, on November 22, 1965.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 16th day of February, 2016.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibit “A”

A strip of land 16.0 feet in width and 1715.76 feet in length being situated in the NE1/2 NW1/4 and the NW1/4NE1/4 of Section 13, Township 21 North, Range 7 East, G.&S.R.B.&M.; Coconino County, Arizona; lying 8.0 feet on either side of, and parallel with the following described center line:

From the center of said Section 13, N. 0 ° 01’00” E. 1489.63 feet along the mid-section line to the true point of beginning; thence S. 83°25’40” W. 784.16 feet to the East line of that parcel of land known as the Diamond ‘S’ Trailer Court; and from the same true point of beginning, N. 83°25’40” E. 931.60 feet to an existing sewer manhole adjacent to the Interstate 40 Highway right-of-way.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Brian Kulina, Planning Development Manager

Date: 02/18/2016

Meeting Date: 03/01/2016

TITLE:

Public Hearing, Consideration, and Adoption of Ordinance No. 2016-08: An ordinance of the Flagstaff City Council amending the Flagstaff Zoning Map Downtown Regulating Plan designation of approximately 0.29 acres of land generally located west of the southwest corner of Mikes Pike and Phoenix Avenue from the T4 Neighborhood 1 - Open (T4N.1-O) and T5 Main Street (T5) transect zones to the T4 Neighborhood 2 (T4N.2) transect zone and of approximately 1.35 acres located at 17 S Mikes Pike from the T4 Neighborhood 1 - Open (T4N.1-O) transect zone to the T5 Main Street (T5) transect zone, conditional. ***(The Hub Zoning Map Amendment)***

RECOMMENDED ACTION:

1) Read Ordinance No. 2016-08 by title only for the final time
2) City Clerk reads Ordinance No. 2016-08 by title only (if approved above)
3) Adopt Ordinance No. 2016-08.

Executive Summary:

A direct ordinance Zoning Map Amendment request from Core Campus LLC amending the Downtown Regulating Plan from the existing T4 Neighborhood 1 (T4N.1) transect to the proposed T5 Main Street (T5) transect located along Mikes Pike and containing approximately 1.35 acres, and from the existing T4 Neighborhood 1 (T4N.1) and the T5 Main Street (T5) transects to the proposed T4 Neighborhood 2 (T4N.2) transect located along Phoenix Avenue and containing approximately 0.29 acres.

Financial Impact:

The proposed Development Agreement deal points (attached) address anticipated contributions for traffic, water and sewer to assure proportionality and requested upgrades to existing infrastructure. A draft Development Agreement will be provided to Council for its review prior to the meeting on March 1, 2016.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

1) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
2) Provide a well-managed transportation system
3) Continue to implement the Flagstaff Regional Plan and focus efforts on specific plans

REGIONAL PLAN:

Staff has identified 66 Regional Plan Goals and Policies that could be applied to support or not support

the proposed Zoning Map Amendment. For reference, a list of those policies is attached to this report.

Has There Been Previous Council Decision on This:

No previous Council action or discussion has occurred regarding this Zoning Map Amendment request or the Subject Property.

Options and Alternatives:

1) Approve the ordinance with the proposed conditions.
2) Approve the ordinance with no conditions, additional conditions, or modified conditions.
3) Deny the ordinance based on the required findings in Section 10-20.50.040(F)(1)(a) of the Zoning Code.

Background/History:

Core Campus LLC (the "Developer") is requesting a direct ordinance Zoning Map Amendment amending the Downtown Regulating Plan as follows: (1) from the existing T4 Neighborhood 1 (T4N.1) transect to the proposed T5 Main Street (T5) transect to allow for ground floor commercial uses and establish a 5-floor maximum building height, located along Mikes Pike and containing approximately 1.35 acres; and, (2) from the existing T4 Neighborhood 1 (T4N.1) and the T5 Main Street (T5) transects to the proposed T4 Neighborhood 2 (T4N.2) transect to allow for ground floor residential uses and establish a 4-floor maximum building height, located along Phoenix Avenue and containing approximately 0.29 acres. This proposed conditional amendment, combined with two (2) proposed Conditional Use Permit requests and other entitled parcels, will allow for the development of a 99 dwelling unit per acre mixed-use multi-family style student housing building consisting of 236 dwelling units (664 beds) located above and behind approximately 14,096 square feet of commercial uses on approximately 2.39 acres generally located at 17 S Mikes Pike (the "Subject Property"). The Subject Property is currently developed with a mixture of uses including commercial, contractor office and storage yard, automotive lube shop, and single-family residential. There are no natural resources (rural floodplain, slope, or forest) on-site. For additional information regarding the characteristics of the site and reason for the request, please reference the attached Rezone Narrative.

Land use north of the Subject Property is light industrial including the City of Flagstaff Phoenix Storage building and the Northern Arizona Intergovernmental Public Transportation Authority ("NAIPTA") transfer stations. Land uses to the east of the Subject Property are a mixture of commercial and service including restaurant, retail, and office. Land uses to the south of the Subject Property are primarily retail/service and a residential duplex. Land uses to the west of the Subject Property is commercial/service including restaurant, retail, office, and automotive repair.

If the proposed Zoning Map Amendment request is approved, including the two (2) proposed Conditional Use Permit requests, the next steps in the development process will be Civil Improvement Plan submittal and Building Plan submittal. A Development Agreement between the City and the Developer, a draft of which will be provided to Council for its review prior to the March 1 meeting, is being drafted to address parking, affordable housing, required off-site infrastructure improvements (i.e. stormwater, traffic, and pedestrian crossing of Butler Avenue), project management, transect zone election, and Prop207 waiver. The Development Agreement must be approved by the City Council via a resolution prior to the second reading of the Zoning Map Amendment ordinance. The proposed development encompasses seven (7) separately identified parcels (APN's 100-39-001C, 00-39-010, 100-39-009, 100-39-008, 100-39-001G, 100-39-002A, and 100-39-011C). All of parcels 100-39-010, 100-39-003, 100-09-008, and portions of parcel 100-39-001C, 100-39-001G, and 100-39-002A are subject to the proposed Zoning Map Amendment; however, all parcels within the proposed development were analyzed for conformance to existing and proposed development standards. As a condition of approval, all parcels must be combined into one parcel prior to building permit submittal.

Due to the size of the file, this project's plans may be accessed at Plans. Please allow time for this

document to download.

Key Considerations:

Proposed amendments shall be evaluated based on the following findings: 1) the proposed amendment is consistent with and conforms to the goals of the General Plan and any applicable specific plans; 2) the proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City") and will add to the public good as described in the General Plan; and, 3) the affected site is physically suitable in terms of design, location, shape, size, operating characteristics and the provision of public and emergency vehicle access, public services, and utilities, to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located. If the application is not consistent with the General Plan and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

An amendment to the Planning Commission staff report was made during the Planning Commission meeting. The Zoning Code interpretation mentioned in the report regarding maximum parking allowances was reviewed by the City Attorney's office, at the request of the Developer, and it was determined that the 5% cap of parking currently found within the Zoning Code applies to both surface and structured parking. The applicant objected to staff's interpretation that they could provide more parking than 5% above the minimum requirement as long as it was within a structure.

On February 3, 2016, the Planning Commission concluded their review of the proposed Zoning Map Amendment with a recommendation for Approval, by a vote of 6-1, subject to the following conditions, which have been incorporated into Ordinance No. 2016-08:

1. Unless modified to comply with these conditions, the site shall be developed in substantial conformance to the Site Plan as approved by the Inter-Division Staff (IDS) on December 11, 2015, and as presented to the Planning and Zoning Commission with this Zoning Map Amendment request.
2. The proposed structure located along Mikes Pike shall be limited to 4-stories/52-feet in height adjacent to the street frontage. A fifth story, if desired, shall have all residential units setback at least 40-feet from the property line. Elevators, stairwells, and other utilities may encroach into the 40-foot setback as necessary.
3. Development shall be limited to two hundred thirty-six (236) units and six hundred sixty-four (664) beds. Any increase to either the number of units or beds must be approved by the City Council through the review of a Zoning Map Amendment application.
4. At the time of building permit submittal, the easternmost and westernmost residential entrances along Phoenix Avenue shall be modified to incorporate a covered porch element, or other similar feature, at the first floor entry to emphasize the pedestrian scale and residential character.
5. Prior to building permit submittal, the Developer shall combine Coconino County Assessor parcel numbers 100-39-001C, 00-39-010, 100-39-009, 100-39-008, 100-39-001G, 100-39-002A, and 100-39-011C.
6. The Developer shall provide one hundred (100) additional parking spaces either on-site, off-site in a private structure, or off-site in a joint public/private structure with the City. Off-site parking shall be located within 600-feet of the Property. In-lieu of providing the parking spaces, the Development may elect to pay a fee of twenty thousand dollars ($20,000.00) per space to the City for use in construction of an off-site public parking structure.

Community Benefits and Considerations:

Community benefits and considerations related to this Zoning Map Amendment request are addressed in the attached Planning and Zoning Commission staff report dated January 6, 2016

Community Involvement:

Inform, Consult, Involve, Collaborate, Empower

Public hearings before the Planning and Zoning Commission and the City Council are conducted in conjunction with any Zoning Map amendment request. In accordance with Arizona Revised Statute and City Code, notice of the public hearing must be provided by placing an ad in a newspaper of general circulation within the City, posting a notice on the property subject to the proposed amendment, and mailing a notice to all property owners within 300-feet of the property subject to the proposed amendment. All notifications must be completed at least 15-days prior to the first schedule public hearing. In order to notice as many people as possible, staff ensured that a notice was: published in the Sunday edition of the Arizona Daily Sun; 3 public hearing notice signs were posted on the site (1 on Mikes Pike, 1 on Milton Road, and 1 on Phoenix Avenue); and, a notice was mailed to all property owners within 1000-feet of the site, all tenants within 1,000 feet of the site, all parties on the Registry of Persons or Groups, and anyone who signed-in at any of the Developer's previously held neighborhood meetings. A copy of the publication notice, pictures of the postings, a mailing list, and a copy of the mailing notice are attached to this report.

As of this writing, staff received 16 letters and 45 e-mails from interested parties, which can be divided into three (3) categories: opposed, neutral, and support. Those comments in opposition (56 total) expressed concerns over compatibility, sociological impacts, infrastructure, student behavior, neighborhood character, traffic, unsupportable retail, parking, aesthetics, location, views, shadow cast, building massing, design, impact on tourism, Northern Arizona University's problem to address, neighborhood history, student housing, undesirable part of town for students, density, availability of other housing types, human congestion, density, zone change only benefits developer, security, demise of the neighborhood, complexity of transect zoning, bicycle ridership, not designed for families, student conduct, fire safety, ruin of Downtown, student housing belongs on campus, aesthetic value, visual pollutant, architecture, use and type of retail, impacts on rent, scale, property values, size, increased crime, and becoming a "for profit college town." The neutral comments (2 total) requested additional information and the count of comments in support and nonsupport of the project. Those comments in support (3 total) expressed the need for student housing, location, pedestrian environment, land use, relief for students, and support for NAU. A summary of all comments received is attached to this report for review. Any additional comments received after the date of this report will be compiled, summarized, and transmitted to the Council at the meeting.

Section 10-20.30.060 of the Zoning Code (Page 20.30-5) requires the Developer to conduct a neighborhood meeting prior to the Planning and Zoning Commission public hearing in accordance with an approved neighborhood meeting plan. After completion of the neighborhood meeting, the Developer must prepare a *Record of Proceedings* in accordance with Section 10-20.30.060.F of the Zoning Code (Page 20.30-7). That record is then presented as part of the report to the Planning and Zoning Commission and City Council. The Neighborhood Meeting Plan, a copy of which is attached to this report, was approved by staff on December 3, 2015 and revised on December 29, 2015.

The required neighborhood meeting was conducted on December 21, 2015 at the Pine Forest Charter School located at 1120 W Kaibab Lane. The meeting was noticed in accordance with established City standards. The meeting was conducted in a more traditional speaker/audience format with a presentation given by the applicant followed by a question and answer (Q&A) session. The results of the meeting were submitted on December 30, 2015 in a Neighborhood Meeting Report, a copy of which is attached to this report. The meeting was attended by 47 people who signed-in. Additional people may have attended but were not accounted for in the report. Based on the submitted meeting minutes (Neighborhood Meeting Summary Tab F), comments during the Q&A session generally revolved around gaining a better understanding of the specifics of proposed development (i.e. number of beds, units, and parking spaces), impacts on the existing infrastructure (including traffic and transit), benefits of the project to the neighborhood and city, and plans for the property if the Zoning Map Amendment is denied.

Attachments: Ord. 2016-08
DA Deal Points
P&Z Staff Report
Supplement
P&Z Commission Packet Supplement
Public Comments

ORDINANCE NO. 2016-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP DOWNTOWN REGULATING PLAN DESIGNATION OF APPROXIMATELY 0.29 ACRES OF LAND GENERALLY LOCATED WEST OF THE SOUTHWEST CORNER OF MIKES PIKE AND PHOENIX AVENUE FROM THE T4 NEIGHBORHOOD 1 – OPEN (T4N.1-O) AND T5 MAIN STREET (T5) TRANSECT ZONES TO THE T4 NEIGHBORHOOD 2 (T4N.2) TRANSECT ZONE AND APPROXIMATELY 1.35 ACRES LOCATED AT 17 S MIKES PIKE FROM THE T4 NEIGHBORHOOD 1 – OPEN (T4N.1-O) TRANSECT ZONE TO THE T5 MAIN STREET (T5) TRANSECT ZONE WITH CONDITIONS; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Core Campus Flagstaff LLC (the "Applicant"), applied for a Zoning Map Amendment of approximately 1.64 acres of land generally located south and west of the southwest corner of Mikes Pike and Phoenix Avenue in the City of Flagstaff, Coconino County, Arizona, a legal description of which is provided in Exhibit "A" attached hereto ("the Property"), in order to, when combined with other parcels and entitlements, construct a mixed-use multi-family style student-housing development. The proposed development consists of 236 dwelling units, containing 664 beds, located above and behind 14,096 square feet of commercial uses; and

WHEREAS, the Applicant proposes to develop the Property pursuant to the terms and conditions of this Ordinance and a Development Agreement between Applicant and the City ("Agreement"), which will be presented to the City Council through a proposed resolution at the second reading of this Ordinance; and

WHEREAS, in furtherance of the Applicant's development plans, the Applicant has applied to the City of Flagstaff to amend the transect zoning of the Property from the T4 Neighborhood 1 – Open (T4N.1-O) and T5 Main Street (T5) zones to the T4 Neighborhood 2 (T4N.2) zone for approximately 0.29 acres and from the T4 Neighborhood 1 – Open (T4N.1-O) zone to the T5 Main Street (T5) zone for approximately 1.35 acres; and

WHEREAS, the Planning and Zoning Commission has formally considered the present Zoning Map Amendment application following proper notice and hearings on January 13, 2015 and February 3, 2015, and has recommended Approval of the requested zoning application, subject to the Applicant's compliance with certain conditions set forth below; and

WHEREAS, the Council finds that the Applicant has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, the staff has recommended approval of the Zoning Map Amendment application, subject to the conditions proposed by the Planning and Zoning Commission, as augmented by staff, as set forth below, and the Council has considered each of the conditions and has found each condition to be appropriate for the Property and necessary for the proposed development; and

WHEREAS, the Council has read and considered the staff reports prepared by the Planning Division and all attachments to those reports, the Applicant's application, the narrative provided by the Applicant, and all statements made by the Applicant during the presentation to Council, and the Council finds that the proposed Zoning Map Amendment, subject to the conditions set forth below, meets the findings required by Section 10-20.50.040(F)(1)(a) of the Flagstaff Zoning Code.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The amendment requested in the application is consistent with and conforms to the goals of the General Plan.

SECTION 3. The amendment requested in the application will not be detrimental to the public interest, health, safety, convenience or welfare of the City and will add to the public good as described in the General Plan.

SECTION 4. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities to ensure that the amendment requested in the application will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Zoning Map Downtown Regulating Plan designation for the Property is hereby amended from the T4 Neighborhood 1 – Open (T4N.1-O) and T5 Main Street (T5) transect zones to the T4 Neighborhood 2 (T4N.2) transect zone for approximately 0.29 acres, as depicted in Exhibit "B", and from the T4 Neighborhood 1 – Open (T4N.1-O) transect zone to the T5 Main Street (T5) transect zone for approximately 1.35 acres, as depicted in Exhibit "C", through the approval of the application and all other documents attached to the staff summary submitted in support of this ordinance.

SECTION 6. The City is specifically relying on all assertions made by the Applicant, or the applicant's representatives, whether authorized or not, made at the public hearing on the zone change application unless the assertions were withdrawn on the record. Those assertions are hereby incorporated into this ordinance.

SECTION 7 That the Zoning Map Amendment be conditioned on compliance with that Agreement between the City of Flagstaff and the Applicant, approved by the City Council in Resolution No. _____ on _____.

SECTION 8. That the Zoning Map Amendment be further conditioned upon the Applicant's satisfaction of the following conditions proposed by the Planning and Zoning Commission, as augmented by staff:

CONDITIONS:

1. Unless modified to comply with these conditions, the site shall be developed in substantial conformance to the Site Plan as approved by the Inter-Division Staff (IDS) on December 11, 2015, and as presented to the Planning and Zoning Commission with this Zoning Map Amendment request.

2. The proposed structure located along Mikes Pike shall be limited to 4-stories/52-feet in height adjacent to the street frontage. A fifth story, if desired, shall have all residential units setback at least 40-feet from the property line. Elevators and stairwells may encroach into the 40-foot setback as necessary.

3. Development shall be limited to two hundred thirty-six (236) units and six hundred sixty-four (664) beds. Any increase to either the number of units or beds must be approved by the City Council through the review of a Zoning Map Amendment application.

4. At the time of building permit submittal, the easternmost and westernmost residential entrances along Phoenix Avenue shall be modified to incorporate a covered porch element, or other similar feature, at the first floor entry to emphasize the pedestrian scale and residential character.

5. Prior to building permit submittal, the Developer shall combine Coconino County Assessor parcel numbers 100-39-001C, 00-39-010, 100-39-009, 100-39-008, 100-39-001G, 100-39-002A, and 100-39-011C.

6. The Developer shall provide one hundred (100) additional parking spaces either on-site, off-site in a structure, or off-site in a joint public/private structure with the City. Off-site parking shall be located within 600-feet of the Property. In-lieu of providing the parking spaces, the Developer may elect to pay a fee of twenty thousand dollars ($20,000.00) per space to the City for use in construction of an off-site public parking structure.

SECTION 9. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions and intents of this Ordinance.

SECTION 10. If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 11. This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this _____ day of _____, 2016.

_____

MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

Exhibit “A”

Legal Description of Property

Exhibit “B”

Legal Description of New T4N.2 Zoning

Exhibit “C”

Legal Description of New T5 Zoning

PZ-15-00164 The Hub Development Agreement Proposed Deal Points

The following deal points are taken directly out of the approved impact analyses. Specifics related to timing and cost have yet to be determined and/or negotiated.

City Agrees:

1. To participate in the cost to upgrade water, approximately 340-feet, and sewer, approximately 340-feet, infrastructure not immediately adjacent to the Subject Property.

Developer Agrees:

1. Providing for management of the project as a Rooming and Boarding Facility.
2. Participate in the City of Flagstaff Police Department's Crime Free Multi-Housing Program.
3. Traffic mitigation measures including; paying a proportionate share (50%) of the estimated cost of constructing a new 4-leg traffic signal at the intersection of Franklin and San Francisco; and, paying a proportionate share (50%) of the estimated cost of improving the pedestrian crossing at Butler and Humphreys.
4. Address the Planning Commissions recommended condition regarding parking.
5. Construct, at their sole cost and expense, the necessary stormwater infrastructure to serve the proposed development.
6. Elects to utilize and abide by all transect development standards.
7. Waives Prop207 claim for diminution in value.
8. Agrees to use their best efforts in the relocation of the existing historic structure to another location within the City for use as a bed and breakfast.

PLANNING AND DEVELOPMENT SERVICES REPORT
ZONING MAP AMENDMENT

PUBLIC HEARING
PZ-15-00164

DATE: January 6, 2016
MEETING DATE: January 13, 2016
REPORT BY: Brian J Kulina, AICP

REQUEST:

A direct ordinance Zoning Map Amendment request from Core Campus LLC amending the Downtown Regulating Plan from the existing T4 Neighborhood 1 (T4N.1) transect to the proposed T5 Main Street (T5) transect located along Mikes Pike and containing approximately 1.35 acres, and from the existing T4 Neighborhood 1 (T4N.1) and the T5 Main Street (T5) transects to the proposed T4 Neighborhood 2 (T4N.2) transect located along Phoenix Avenue and containing approximately 0.29 acres.

STAFF RECOMMENDATION:

Staff recommends the Planning and Zoning Commission forward this Zoning Map Amendment request to the City Council with a recommendation for approval subject to the conditions as noted in the *Recommendation* section of this report.

PRESENT LAND USE:

Commercial, contractor office and storage yard, automotive lube shop, and single-family residential.

PROPOSED LAND USE:

The proposed conditional amendments, combined with two (2) proposed Conditional Use Permit requests and other parcels, will allow for the development of a 99 dwelling unit/acre mixed-use multi-family style student housing building consisting of 236 dwelling units (664 beds) located above and behind approximately 14,096 square feet of commercial uses on approximately 2.39 acres.

NEIGHBORHOOD DEVELOPMENT:

	Current Use	Transect Zoning	Traditional Zoning
North	City of Flagstaff Phoenix Storage Building, NAIPTA Transfer Station, Flagstaff Bicycle Revolution, Pizzicletta	T5 Main Street (T5)	Commercial Service (CS)
East	Flag Tee Factory, Flag Lock, The Toasted Owl Café, Enchanted Spas, Interactive Humanics, Inc., Agassiz Landscape Group	T4 Neighborhood 1 Open (T4N.1-O)	Commercial Service (CS)
South	Residential duplex, Granny's Closet parking lot, Peoples Mortgage	T5 Main Street (T5) T4 Neighborhood 1 Open (T4N.1-O)	Commercial Service (CS Highway Commercial (HC)
West	Granny's Closet parking lot, Mike & Ronda's The Place, Brake Masters, Ruff's Sporting Goods	T5 Main Street (T5)	Highway Commercial (HC)

REQUIRED FINDINGS:

Staff Review

An application for a Zoning Map amendment shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. The Planning Director's recommendation shall be transmitted to the Planning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall include: an evaluation of the consistency and conformance of the proposed amendment with the goals of the General Plan and any applicable specific plans; the grounds for the recommendation based on the standards and purposes of the zones set forth in Section 10-40.20 (Establishment of Zones) of the Zoning Code (Page 40.20-1); and, whether the amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied.

Finding for Reviewing Proposed Amendments

Proposed amendments shall be evaluated based on the following findings: the proposed amendment is consistent with and conforms to the goals of the General Plan and any applicable specific plans; the proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City") and will add to the public good as described in the General Plan; and, the affected site is physically suitable in terms of design, location, shape, size, operating characteristics and the provision of public and emergency vehicle access, public services, and utilities, to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located. If the application is not consistent with the General Plan and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

STAFF REVIEW:

Introduction/Background

Core Campus LLC (the "Developer") is requesting a direct ordinance Zoning Map Amendment amending the Downtown Regulating Plan as follows: (1) from the existing T4 Neighborhood 1 (T4N.1) transect to the proposed T5 Main Street (T5) transect to allow for ground floor commercial uses and establish a 5-floor maximum building height, located along Mikes Pike and containing approximately 1.35 acres; and, (2) from the existing T4 Neighborhood 1 (T4N.1) and the T5 Main Street (T5) transects to the proposed T4 Neighborhood 2 (T4N.2) transect to allow for ground floor residential uses and establish a 4-floor maximum building height, located along Phoenix Avenue and containing approximately 0.29 acres. This proposed conditional amendment, combined with two (2) proposed Conditional Use Permit requests and other entitled parcels, will allow for the development of a 99 dwelling unit/acre mixed-use multi-family style student housing building consisting of 236 dwelling units (664 beds) located above and behind approximately 14,096 square feet of commercial uses on approximately 2.39 acres generally located at 17 S Mikes Pike (the "Subject Property"). The Subject Property is currently developed with a mixture of uses including commercial, contractor office and storage yard, automotive lube shop, and single-family residential. There are no natural resources (rural floodplain, slope, or forest) on-site. For additional information regarding the characteristics of the site and reason for the request, please reference the attached Rezone Narrative.

Land use north of the Subject Property is light industrial including the City of Flagstaff Phoenix Storage building and the Northern Arizona Intergovernmental Public Transportation Authority ("NAIPTA") transfer stations. Land uses to the east of the Subject Property are a mixture of commercial and service including restaurant, retail, and office. Land uses to the south of the Subject Property are primarily retail/service and a residential duplex. Land uses to the west of the Subject Property is commercial/service including restaurant, retail, office, and automotive repair.

If the proposed Zoning Map Amendment request is approved, including the two (2) proposed Conditional Use Permit

requests, the next steps in the development process will be Civil Improvement Plan submittal and Building Plan submittal. Development Agreement deal points between the City and the Development, a copy of which is attached to this report, have been drafted to address required off-site infrastructure improvements (i.e. stormwater, traffic, and pedestrian crossing of Butler Avenue), project management, good neighbor responsibilities, transect zone election, and Prop207 waiver. The Development Agreement must be approved by the City Council via a resolution prior to the second reading of the Zoning Map Amendment ordinance. The proposed development encompasses seven (7) separately identified parcels (APN's 100-39-001C, 00-39-010, 100-39-009, 100-39-008, 100-39-001G, 100-39-002A, and 100-39-011C). All of parcels 100-39-010, 100-39-003, 100-09-008, and portions of parcel 100-39-001C, 100-39-001G, and 100-39-002A are subject to the proposed Zoning Map Amendment; however, all parcels within the proposed development were analyzed for conformance to existing and proposed development standards. As a condition of approval, all parcels must be combined into one parcel prior to building permit submittal.

Proposed Development Concept Plans

The Developer is requesting this Zoning Map Amendment, along with two (2) proposed Conditional Use Permits parcels, for the development of a 99 dwelling unit/acre mixed-use multi-family style student housing building consisting of 236 dwelling units (664 beds) located above and behind approximately 14,096 square feet of commercial uses known as The Hub Flagstaff. This is a direct ordinance Zoning Map Amendment wherein the associated site plan has been reviewed and approved by the Inter-Division Staff ("IDS") team prior to Zoning Map Amendment application submittal. The site plan for The Hub was approved by IDS on December 11, 2015 subject to successfully obtaining approval of the Zoning Map Amendment and Conditional Use Permit requests.

General Plan – Flagstaff Regional Plan 2030

The Flagstaff Regional Plan 2030 (the "Regional Plan") identifies the Subject Property as having a land use designation of Urban and as being located within two (2) Urban Activity Centers and within a Transform – Urban transition area. A Regional Plan Amendment to change the either land use designation, activity center, or transition area in order to accommodate the proposed development is not required. This development, and the corresponding Zoning Map Amendment, utilizes the transect zones identified on the Downtown Regulating Plan, which is a part of the City of Flagstaff Zoning Map. The transect zoning contemplated by this Zoning Map Amendment request is in conformance with the existing land use designation; however, all Zoning Map Amendment requests must be evaluated for consistency and conformance with the goals and policies of the Regional Plan.

The two transect zones contemplated in this Zoning Map Amendment request is the T4 Neighborhood 2 (T4N.2) zone and the T5 Main Street (T5) zone. In accordance with Section 10-40.40.080.A of the Zoning Code (Page 40.40-31), the intent of the T4 Neighborhood 2 (T4N.2) transect zone is to create new walkable urban neighborhoods that are in character with Flagstaff's older neighborhoods in combination with other transect zones. In accordance with Section 10-40.40.090.A of the Zoning Code (Page 40.40-37), the intent of the T5 Main Street (T5) transect zone is to reinforce the vitality of the downtown area adjacent to the core, to allow it to expand and evolve, and to provide an appropriate transition into existing neighborhoods.

Applicable General Plan Goals and Policies

Staff has identified 66 Regional Plan Goals and Policies that could be applied to support or not support the proposed Zoning Map Amendment. For reference, a list of those policies is attached to this report. The following Goals and Policies have been selected for further analysis based on feedback received from the community during the review of the associated site plan:

Land Use

Policy CC.3.1. Encourage neighborhood design to be respectful of traditional development patterns and enhance the overall community image. (Regional Plan, Page VIII-23)

Policy LU.5.3. Promote compact development appropriate to and within the context of each type: urban, suburban, and rural. (Regional Plan, Page IX-31)
Policy LU.5.5. Plan for and promote compact commercial development at activity centers with mixed uses, allowing for efficient multi-modal transit options and infrastructure. (Regional Plan, Page IX-32)
Policy LU.7.1. Concentrate urban development in locations that use land efficiently, and are served by roads, water, sewer, and other public facilities and services, and that support transit, reduced vehicle trips, and conservation of energy and water. (Regional Plan, Page IX-32)
Policy LU.18.6. Support increased densities within activity centers and corridors. (Regional Plan, Page IX-68)
Policy NH.1.2. Respect traditions, identifiable styles, proportions, streetscapes, relationships between buildings, yards, and roadways; and, use historically appropriate and compatible building and structural materials when making changes to existing neighborhoods, especially in historic neighborhoods. (Regional Plan, Page XIII-9)
Policy NH.2.3. Continue the tradition of multi-story, multi-use buildings to maintain and increase a stable, mixed-income residential population when planning new structures in the downtown and Southside neighborhoods. (Regional Plan, Page XIII-9)

Infill and Redevelopment

Policy LU.1.3. Promote reinvestment at the neighborhood scale to include infill of vacant parcels, redevelopment of underutilized properties, aesthetic improvements to public spaces, remodeling of existing buildings and steetscapes, maintaining selected appropriate public spaces, and programs for the benefit and improvement of the local residents. (Regional Plan, Page IX-25)
Policy LU.5.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services. (Regional Plan, Page IX-31)
Policy NH.6.1. Promote quality redevelopment and infill projects that are contextual with surrounding neighborhoods. When planning for redevelopment, the needs of existing residents should be addressed as early as possible in the development process. (Regional Plan, Page XIII-10)

Transportation and Parking

Policy T.1.8. Plan for development to provide on-site, publicly-owned transportation improvements and provide adequate parking. (Regional Plan, Page X-6)
Policy T.3.4. Actively manage parking, including cost and supply, to support land use, transportation, and economic development goals. (Regional Plan, Page X-9)

Goal/Policy Analysis

Land Use

Land use policies encourage compact development, focused at activity centers with increased densities, that is respectful of traditional development patterns, uses land efficiently, supports transit and reduced vehicle trips, within multi-story multi-use buildings. The proposed Zoning Map Amendment, along with other entitlements, will enable the Subject Property to be developed as a mixed-use multi-family style student housing building consisting of 236 dwelling units (664 beds) located above and behind approximately 14,096 square feet of commercial uses on approximately 2.39 acres. The Subject Property is located within two urban activity centers (U1 – Downtown and U8 – Milton/Butler), which calls for densities of 8 dwelling units/acre or more with Floor Area Ratio (FAR) of 1.0 or more. At 99 dwelling units/acres with a Floor Area Ratio (FAR) of 3.54, this would become the most dense/intense buildings in the city. However, the density and intensity of the development is achieved through the utilization of a compact land use pattern. The Subject Property is located adjacent to the Northern Arizona Intergovernmental Transportation Authority (NAIPTA) transfer station, which will provide immediate access to the city-wide transit network. In addition to the services provided on-site, the Subject Property is located within walking distance to a range of businesses that service the everyday needs of the proposed population. Compact development and land efficiency is further supported through the site design, which enhances the public realm by practicing "building forward" and locating the buildings adjacent to the public right-of-way. While the architectural style of the buildings follows a theme found locally and within the region, it has become apparent that the proposed bulk and mass of the building adjacent

to Mikes Pike is not fully compatible with the exiting neighborhood. As such, staff supports the addition of a condition of approval that would limit building height adjacent to Mikes Pike to 4-stores/52-feet, which partially addresses the relationship of the building to the neighborhood while acknowledging existing development rights that allow redevelopment of adjacent parcels at 3 ½-stories using transect zoning and 5-stories using traditional commercial zoning. While this condition would result in the removal of 7-dwelling units and 21 beds from the development, it would establish a potential development pattern from Milton Road to Beaver Street in that building height, utilizing the transect development standards, would transition from 4-stories, to 5-stories, to 4-stories, to 3 ½-stories, and back to 5-stories, respectively.

Infill and Redevelopment

In conjunction with land use policies, infill and redevelopment policies promote development that is contextual with surrounding neighborhoods, addresses the needs of existing residents, reduces the cost of providing infrastructure and services, and promotes reinvestment at the neighborhood scale. Map 20 of the Regional Plan (Page IX-23) identifies the Subject Property as being located within a Transform – Urban reinvestment area. In accordance with the Regional Plan (Page IX-19), redevelopment is when new development replaces outdated and underutilized development. The proposed Zoning Map Amendment, combined with other entitlements, will enable to Subject Property to be redeveloped with commercial uses along the ground floor adjacent to Mikes Pike, in order to enhance the commercial character of the street, and residential uses on the ground floor adjacent to Phoenix Avenue, in order to establish a desired pattern of development (i.e. residential internal to the block with commercial on either end). Improvements to the streetscape include the addition of curb, gutter, larger sidewalks, and parkway along all three street frontages. Existing infrastructure, while adequate to serve the proposed development, is aging and will be upgraded in size and material, which will attract other potential redevelopment opportunities in the area. To address the needs of existing residents, the Developer conducted a total of 5 neighborhood meetings, 4 before the filing of the Zoning Map Amendment, to present the proposal to the community and gain feedback. As a result of those meetings, staff has crafted conditions of approval that will shape the project to be more contextual with the surrounding neighborhood as it exists today and as it could redevelop in the future.

Transportation and Parking

Applicable transportation policies address the need for development to plan for adequate parking and manage that parking to support the associated land uses. Transect parking standards are based on an established nationwide standard that is then calibrated to the local condition. The local condition takes into account the availability of on-street parking, publicly owned parking, and the potential for shared parking between on-site uses. Unlike traditional parking standards, which establishes specific standards for specific uses (i.e. market rate housing, affordable housing, institutional residential, rooming and boarding, etc.), transect parking standards are more broad in nature (i.e. residential, commercial). Using the transect standards, the development is required to provide a minimum of 198 parking spaces. The Developer is proposing 231 on-site parking spaces with 204 provided within an enclosed parking garage and 27 provided on-street. This translates to approximately 31% of proposed beds having a dedicated on-site parking space within the garage. Under the traditional parking standards, 100% of the beds would have a dedicated parking space. While it has been contended that providing additional parking on-site is prohibited by the Zoning Code, an interpretation by the Zoning Code Administrator clarifies that limitation on the maximum number of parking spaces identified in Section 10-50.80.040.C.1 of the Zoning Code (Page 50.80-5) applies only to surface parking lots. Parking within a structure is exempt from this standard. The proposed development complies with the parking standards of the Zoning Code and, based on the managing of the parking by the Developer, complies with the Regional Plan. A Traffic Impact Analysis (TIA) was prepared by the Developer to demonstrate the anticipated traffic volumes generated from the proposed development. The City Traffic Engineer reviewed the site plan and TIA and subsequently accepted the results subject to 2 condition outlined in the *Traffic and Access* section of this report.

Many of the Goals and Policies identified above, and those identified on the attached Applicable Goals and Policies list, could be argued in support and nonsupport of the proposed Zoning Map Amendment depending upon the individual perspective taken. In order to provide a thorough analysis, a holistic approach to the Goals and Policies must be taken. When that happens, it is found that the Regional Plan supports targeted infill and redevelopment in compact urban form. Urban Activity Center, especially existing ones like the two encompassing the Subject Property, have the highest

concentration of density/intensity and greatest potential for redevelopment. They offer ideal locations of optimal transit connectivity, increased pedestrian and bicycle use, and infrastructure improvements. The Regional Plan (Page IX-63) states "activity centers around Northern Arizona University could also meet the demand for more multi-family housing units, and student-oriented services and goods."

Specific Plan – The Southside 2005 Plan

The Southside 2005 Plan (the "Plan") was accepted by the City Council on May 3, 2005. The purpose of the Plan is as a guide to make policy and future planning decisions for the neighborhood and to recommend a variety of strategies that respond to the issues and changes the area is facing. The Plan identifies underutilized sites that may be empty, deserted, have little building area, or be a critical site that can act as a catalyst to development and investment. Those portions of the Subject Property fronting Mikes Pike and Phoenix Avenue are identified in the Plan as underutilized sites with the Mikes Pike area specifically identified as being used for semi-industrial uses currently with many empty building. The proposed Zoning Map Amendment furthers the redevelopment of the underutilized land by permitting commercial uses along Mikes Pike, the original alignment of Route 66 and a historically commercial street. The Plan established aspirational development standards for the Subject Property, including, a maximum building height of 60-feet, building facades along streets limited to 2-stories or 30-feet, whichever is less, and additional stories stepped back a minimum of 10-feet from the façade below. These standards were a tool in the creation of the transect standards. While the proposed development does not abide by the 2-stories/30-feet building height adjacent to the street, the building is, with the approval of this Zoning Map Amendment and the conditions of approval, terraced from 4- to 5-stories along all frontages. With the redevelopment of the surrounding properties, this terracing will provide the transition in building form that was anticipated in the Plan.

Zoning – City of Flagstaff Zoning Code

The City of Flagstaff Zoning Code (the "Zoning Code"), which was adopted in November 2011, identifies the Subject Property as being within the Highway Commercial (HC) and the Commercial Services (CS) zone. In addition, the Downtown Regulating Plan, which is a part of the Zoning Map, identifies the Subject Property as being within the T5 Main Street and T4 Neighborhood 1 – Open (T4N.1-O) transect zones. The Developer must elect to utilize transect development standards through the execution of a Transect Zone Form, which will be attached to the Development Agreement as an exhibit and recorded against the Subject Property. The proposed use of the Subject Property is as a mixed-use multi-family style student housing development. Section 10-80.20.180 of the Zoning Code (Page 80.20-66) defines *Rooming and Boarding Facility* as "a residence or dwelling, other than a hotel, wherein three or more rooms are rented to individuals under separate rental agreements or leases, either written or oral, including dormitories, single room occupancy, fraternities and sororities." Traditional student housing developments are leased on a per-bed basis and, therefore, meet the *Rooming and Boarding Facility* definition and are classified as such. In accordance with Sections 10-40.40.090.I and 10-40.40.070.I of the Zoning Code (Pages 40.40-41 and 40-40.29, respectively), development of a *Rooming and Boarding Facility* is a permitted use within the existing T5 Main Street (T5) and T4 Neighborhood 1 – Open (T4N.1-O) transect zones subject to the issuance of a Conditional Use Permit by the Planning and Zoning Commission and conformance to the transect zone development standards (i.e. building placement, building form, encroachments and frontage types, parking, etc.) and specific building type standards. The proposed Zoning Map Amendment would amend the Downtown Regulating Plan by rezoning portions of the Subject Property from the existing T4 Neighborhood 1 – Open (T4N.1-O) transect to the proposed T5 Main Street (T5) transect located along Mikes Pike and containing approximately 1.35 acres, and from the existing T4 Neighborhood 1 – Open (T4N.1-O) and the T5 Main Street (T5) transects to the proposed T4 Neighborhood 2 (T4N.2) transect located along Phoenix Avenue and containing approximately 0.29 acres. The primary reasons for the requested Zoning Map Amendment is to allow for ground floor commercial uses and establish a 5-floor maximum building height along Mikes Pike, and to allow for ground floor residential uses and establish a 4-floor maximum building height along Phoenix Avenue. A comparison of the development standards for the current and proposed zoning can be found under the "Building Form and Density Standards" subsection of this report.

As previously mentioned, the proposed development encompasses seven (7) individual parcels. The following subsections will discuss how the overall development meets, or exceeds, the minimum development standards associated with the T5 Main Street (T5) and T4 Neighborhood 2 (T4N.2) transect zones.

Open Space and Civic Space

In accordance with Section 10-30.60.060.C of the Zoning Code (Page 30.60-11), open spaces, civic spaces, and outdoor public spaces within transect zones shall be located and sized according to the standards established in Sections 10-30.80.050 and 10-30.80.060 of the Zoning Code (Page 30.80-8). In accordance with Section 10-30.80.060.B.1.a of the Zoning Code (Page 30.80-9), civic space within infill transect developments should be assigned based on community need. The Subject Property, according to the Flagstaff Regional Plan 2030, is located within the periphery of 2 activity center pedestrian sheds. As such, it is not conducive to the activation of the activity center by placing large amounts of civic space at the periphery; however, this does not completely eliminate the requirement for the development to provide some level of civic space. Based on the urban form achieved, civic space is provided adjacent to the commercial storefronts in areas that can be utilized for outdoor cafes and along Phoenix Avenue in pockets of landscaped area between the building façade. Open space for the residents is provided in a large internal courtyard, which is more fully discussed in the *Parks and Recreation* section.

Building Form and Density Standards

As previously mentioned, the primary reasons for the requested Zoning Map Amendment is to allow for ground floor commercial uses and establish a 5-floor maximum building height along Mikes Pike, and to allow for ground floor residential uses and establish a 4-floor maximum building height along Phoenix Avenue. Building height within transect zones is governed by both the total number of stories and the overall height. Table 1 below outlines and compares development standards for the existing and proposed transect zones. For comparison, Table 2 summarizes the development standards of the underlying traditional zoning.

Table 1 – Comparison of Development Standards (Transect)

Standards	Phoenix Avenue			Mikes Pike	
	Existing T4N1-O	**Existing T5**	**Proposed T4N.2**	**Existing T4N.1 – O**	**Proposed T5**
Maximum Building Height (feet)	45	64	52	45	64
Maximum Building Height (stories)	3-1/2 max	2 min 5max	4 max	3-1/2 max	2 min 5max
Maximum Coverage	60%	80%*	80%	60%	80%*
Building Placement					
Setbacks (feet, min/max)	Front – 15/30 Street Side – 10/15 Side – 5/15 Rear – 15	Front – 2/2 Street Side – 2/2 Side – 0/24 Rear – 3	Front – 5/12 Street Side – 10/15 Side – 3 Rear – 3	Front – 15/30 Street Side – 10/15 Side – 5/15 Rear – 15	Front – 2/2 Street Side – 2/2 Side – 0/24 Rear – 3
Min Front Façade w/n Façade Zone	50%	Front – 80% Street Side – 60%	50%	50%	Front – 80% Street Side – 60%

*100% lot coverage permitted with approval of Conditional Use Permit.

Table 2 – Development Standards (Traditional)		
Standards	**Commercial Service (CS) Zone**	**Highway Commercial (HC) Zone**
Maximum Building Height (feet)	65 (with a pitched roof of 6:12 or greater)	65 (with a pitched roof of 6:12 or greater)
Maximum Coverage	2.0 Floor Area Ratio (FAR)	3.0 Floor Area Ratio (FAR)
Minimum Setbacks (feet)*		
Front (feet)	0	0
Side (feet)	15 (adjacent to residential) 0 (all other uses) 10 (exterior)	15 (adjacent to residential) 0 (all other uses) 10 (exterior)
Rear (feet)	15 (adjacent to residential) 0 (all other uses)	15 (adjacent to residential) 0 (all other uses)
Minimum Open Space	15 (when part of mixed-use development or planned residential development)	15 (when part of mixed-use development or planned residential development)

The maximum permitted building height within the T4 Neighborhood 2 (T4N.2) transect zone is 4-stories/52-feet. The maximum permitted building height within the T5 Main Street (T5) transect zone is 5-stories/64-feet. The 5-foot building height bonus for providing structures with a roof pitch greater than 6:12 is not applicable to development with transect zones. The maximum building height proposed is 4-stories/49-feet stepping back to 5-stories/54-feet along Milton Road, 4-stories/49-feet stepping back to 5-stories/64-feet along Phoenix Avenue, and 5-stories/64-feet along Mikes Pike. The proposed building height are in conformance with the standards of the on-site transect zones; however, the relationship of the development to the Southside neighborhood, and, specifically, the properties to the east of Mikes Pike, which have a transect designation of T4 Neighborhood 1 – Open (T4N.1-O) with a maximum building height of 3 ½-stories/45-feet, could be improved. Staff would, therefore, recommend that a condition be placed on the Zoning Map Amendment request limiting building height immediately adjacent to Mikes Pike to 4-stores/52-feet. While this would result in the removal of 7 dwelling units and 21 beds from the development, it would establish a potential development pattern from Milton Road to Beaver Street in that building height, utilizing the transect development standards, would transition from 4-stories, to 5-stories, to 4-stories, to 3 ½-stories, and back to 5-stories, respectively.

An incentive for development within transect zones is no established density or Floor Area Ratio (FAR) maximums. For comparison purposes, the maximum established density of the High Density Residential (HR) zone is 29 dwelling units/acre and the maximum established Floor Area Ratio (FAR) for the Highway Commercial (HC) zone is 3.0. With a total building square footage of 368,233 (including commercial, residential, and parking), a dwelling unit count of 236, and a site area of 2.39 acres, the proposed development has an Floor Area Ratio (FAR) of 3.54, and a density of 99 dwelling units/acres.

The Subject Property has three street frontages; Mikes Pike, Phoenix Avenue, and Milton Road. Regardless of any additional setback that may required to comply with established landscape buffers and floodplain requirements, the setbacks established by the Zoning Code and applied to the development of this site are as follows: 2-foot along Mikes Pike and Milton Road; 5-foot along Phoenix Avenue ; 4-foot adjacent to Mother Road Brewing Company/Flagstaff Bicycle Revolution/Pizzicletta; 10-foot adjacent to Ruff's Sporting Goods/Brake Masters; and, 1-foot adjacent to the Granny's Closet parking lot.

Parking

Development under transect zone is more focused on building placement and form than development under traditional zoning. The primary incentive given to encourage development within transect zones is a reduction in the required minimum parking. Each transect zone has parking standards uniquely calibrated to that zone and the anticipated building types. Unlike the parking standards found in Table 10-50.40.080.A of the Zoning Code (Pages 50.80-6 through 50.80-11), which identify parking standards for specific and individual uses, transect parking standards are more broad and assume a certain

level of maturity in the urban infrastructure with the availability of public parking and on-street parking regulations, which is currently lacking in the neighborhood. Whereas the proposed *Rooming and Boarding Facility* use would require 1 parking space per bed under traditional parking standards, all residential uses, regardless of density, require 1 parking space per studio/1bedroom unit and 2 parking spaces per 2+ bedroom unit within the T4 Neighborhood 2 (T4N.2) transect zone and 1 parking space per 1,500 square feet of residential development within the T5 Main Street (T5) transect zone. Parking for commercial uses within a transect zone is calculated based on square footage with no parking required for the first 2,000 square feet of ground floor commercial.. Using this standard, the proposed 14,096 square feet of commercial is required to provide 37 off-street parking spaces. In accordance with Section 10-50.80.050.B.1 of the Zoning Code (Page 50.80-11), bicycle parking shall be provided at a minimum of 5% of the required off-street parking spaces. Table 3 below summarizes the off-street parking and bicycle parking requirements under the transect zones. For comparison, Table 4 summarizes the off-street parking and bicycle requirements under traditional zones.

Table 3 – Required Off-Street Parking Calculations (Transect)			
Use	**Parking Standard**	**Square Feet/No. of Units**	**Parking Required**
Retail Trade/Service	1/1,000 gsf above first 2,000 gsf	14,096 gsf	37
Residential			
T4N.2	2/2+ bedroom unit	8 units	16
T5	1/1,500 gsf	218,138 gsf	145
		Total	**198**
Bicycle	5% of required off-street	**Total**	**10**

Table 4 – Required Off-Street Parking Calculations (Traditional)			
Use	**Parking Standard**	**Square Feet/No. of Units**	**Parking Required**
General Services	1/300 gsf	14,096 gsf	47
Rooming & Boarding	1/bed + 1/manager	664 + 1	665
		Total	**712**
Bicycle	5% of required off-street	**Total**	**36**

Section 10-50.80.040.C.1 of the Zoning Code (Page 50.80-5) limits the number of off-street parking spaces provided to 5% above the required minimum for developments over 10,000 square feet in floor area or containing 25 or more residential units. In accordance with an interpretation made by the Zoning Code Administrator, a copy of which is attached to this report, this standard only applies to surface parking lots. Parking provided within a structure can exceed the minimum requirement without limitation. In accordance with Section 10-50.80.040.B.4 of the Zoning Code (Page 50.80-5), on-street parking located along the frontage of a parcel may count towards the required residential guest parking and commercial use parking requirements within transect zones. Table 5 below summarizes the provided parking.

Table 5 – Provided Parking		
Use	**Parking Required**	**Parking Provided**
Retail/Service	37	27 (On-Street)
Residential	162	204 (Garage)
	Total	**231**

The provided level of parking complies with the parking requirements of the Zoning Code; however, staff has come concern over the viability of the commercial space along Milton Road without dedicated parking adjacent to the building. Staff recommends that the Developer negotiate a shared parking agreement with the adjacent land uses (Peoples Mortgage, Granny's Closet, Brake Masters, and Ruff's Sporting Goods) to ensure the success of any future commercial use.

Design Review

Site Planning Standards
The site analysis standards found in Section 10-30.60.030 of the Zoning Code (Page 30.60-2) are generally not applied to the redevelopment of existing sites. However, the principles, including consideration for the topography of the site, solar orientation, existing/native vegetation types and relative quality, view corridors, climate, subsurface conditions, drainage swales and stream corridor, and the built environment and land use context are applied during site plan review.

Pedestrian and Bicycle Circulation Systems
Pedestrian access to the site is provided from Mikes Pike, Milton Road, and Phoenix Avenue. Pedestrian circulation is provided around the site through a network of sidewalks providing connections between several key elements, including residential and commercial building entrances, and the parking garage. In addition, they provide off-site connections to the adjacent public services, which can be used to access nearby transit stops and other non-residential uses. Internal circulation is provided through a series of internal hallways and corridors.

While there is no dedicated on-site bicycle circulation system, bicycles can utilize the adjacent pedestrian system to gain access to residential and commercial building entrances, bicycle parking areas, and the adjoining public sidewalks and bike lanes. In accordance with Section 10-30.60.040.A.3.c of the Zoning Code (Page 30.60-7) and Section 10-50.80.050 of the Zoning Code (Page 50.80-11), 140 bicycle parking spaces are being provided on-site.

Parking Lots, Driveways, and Service Areas
In accordance with Section 10-50.80.020.A.1 of the Zoning Code (Page 50.90-1), all new development shall be required to provide off-street parking. As previously discussed, the calculation for the required number of off-street parking spaces to be provided is based on the use of the site. As such, 231 parking spaces are being provided on-site, the majority of which, 204, are located within an internal parking garage with access from Mikes Pike. The remaining 27 parking spaces are provided as on-street parking, which is permitted to count towards the required residential guest parking and commercial use parking requirements in accordance with Section 10-50.80.040.B.4 of the Zoning Code (Page 50.80-5).

Design standards require new development to minimize the number of curb cuts (i.e. driveways) onto a public street. Currently, access to the Subject Property is provided by 3 existing curb cuts on Mikes Pike, 3 existing curb cuts on Phoenix Avenue, and 2 existing curb cuts on Milton Road. The Developer proposes to reduce the curb cuts to 1, on Mikes Pike, which will be used to access the internal parking garage.

The site plan identifies 2 trash rooms with the parking garage. Public Woks staff as worked with the Developer to ensure that the resulting trash enclosures meet the City standards for operation.

Compatibility and Architectural Design Standards
"Scale" refers to similar or harmonious proportions, overall height and width, the visual intensity of the development, and the building massing. The proposed development, at four and five stories, would be the tallest structures in the immediate area but it would not be as tall as the Drury Inn (6-stories/71-feet) located at the intersection of Milton Road and Butler Avenue/Clay Avenue. While the T5 Main Street (T5) transect zone allows for a maximum building height of 5-stories/64-feet and the T4 Neighborhood 2 (T4N.2) transect zone allows for a maximum building height of 4-stories/52-feet, taken in context to other existing structures in the area and the existing character of the neighborhood, this development has the potential to be out of character based on today's standards, but in character, given the proposed condition to reduce building height along Mikes Pike, with the potential redevelopment of the area to the north, which is currently zoned Commercial Service (CS) and T5 Main Street (T5), to east, which is currently zoned Commercial Service (CS) and T4 Neighborhood 1 – Open (T4N.1-O), and to the west, which is currently zoned Highway Commercial (HC). Based on this, it is staff's recommendation that a condition of approval be placed on the proposed Zoning Map Amendment to limit building height to 4-stories/52-feet along Mikes Pike adjacent to the street frontage. Additional stories may be achieved provided they are setback at least 40-feet from the property line.

In accordance with Section 10-40-40.080.A of the Zoning Code (Page 40.40-31), residential is the primary use type within the T4 Neighborhood 2 (T4N.2) zone. To reinforce this use, buildings should be designed to a residential character with a stoop, porch, or forecourt presenting to the street at the pedestrian level. The primary entrances in the middle of the building along Phoenix Avenue are highlighted by stoops, porches, and landscaping. Conversely, the easternmost and westernmost entrances lack a distinguishing entry feature. To that, staff is proposing a conditional of approval to incorporate a covered porch, or other similar feature, into the design at the time of building permit submittal.

During the review of the site plan, architectural design standards such as building materials, massing, roof form, and scale were applied and approved by staff. Additional information regarding the architectural design of the building can be found on the elevations attached to this report. Staff will confirm that any secondary materials and accent colors comprise less than 25 percent of the exterior walls of each elevation during the review of a more detailed site plan submittal.

Signage

Signage is not included in the review of either the site plan or this Zoning Map Amendment. All signage will be reviewed and approved under a separate sign permit prior to installation on-site. Signage must comply with the standards established in Section 10-50.100 of the Zoning Code (Page 50.100-1), including commercial building mounted signage limited in mounting height to 25-feet and multi-family residential building mounted signage limited in mounting height to 4-feet.

Landscaping

A preliminary landscape plan, a copy of which is attached to this report, was approved by IDS with the site plan application and meets the general intent of the public right-of-way landscaping, open space landscaping, and landscape screening standards found within Section 10-50.60 of the Zoning Code (Page 50.60-1). Staff will ensure that landscaping meets City standards during the review of more a more detailed improvement plan submittal.

Affordable Housing

The proposed Zoning Map Amendment provides certain entitlements to the Subject Property including an increase in possible density as a result of the increase in permitted building height. When an application requests an increase in density, it has been a standing policy of the City Council to request that 10% of the proposed dwelling units be developed as affordable housing units. Understanding this policy and the impacts in the affordable housing stock created by the proposed development, the City approached the Developer about either providing for or contributing to affordable housing. To date, the Developer has not agreed to an affordable housing contribution

Crime Fee Multi-Housing Program

It is the understanding of staff that the Developer has met with the City of Flagstaff Police Department and has agreed to participate in the department's Crime Free Multi-Housing Program (CFMHP). Review of the plans will be necessary at building permit review to ensure that specific building features comply with the program. Memorialization of participation will be ensured as part of the Development Agreement.

PUBLIC SYSTEMS IMPACT ANALYSIS:

Traffic and Access

The Subject Property is bound on the north by Phoenix Avenue, on the east by Mikes Pike, and on the west by Milton Road. Vehicular access to the site is provided by all 3 roadways with access to the parking garage provided by Mikes Pike. Proposed improvements within the right-of-way include: new curb, gutter, sidewalk, and parkway along all frontages; and,

the dedication of right-of-way for a future deceleration and right-turn land on northbound Milton Road to eastbound Phoenix Avenue. It is important to note that Milton Road is under the jurisdiction of the Arizona Department of Transportation (ADOT). As such, ADOT must issue permits for any work performed within their right-of-way in addition to approving any plans/studies related to those improvements.

A Traffic Impact Analysis (TIA) was prepared by the Developer to demonstrate the anticipated traffic volumes generated from the proposed development. The City Traffic Engineer reviewed the site plan and TIA and subsequently accepted the results subject to the following condition:

1. The Traffic Impact Analysis demonstrates that a traffic signal is not warranted at the intersection of San Francisco and Franklin in 2017 background, but is warranted with the site traffic. In lieu of constructing the signal, the City of Flagstaff is requiring the Hub to pay one half of the estimated cost of constructing a new 4-leg signal at this intersection. The total cost of the improvements will be calculated and provided by the City of Flagstaff and used to determine the Hub's proportional share cost, which will be documented in a Development Agreement.
2. The Traffic Impact Analysis estimates the volume of pedestrians crossing Butler Avenue at Humphreys, during peak hour, will increase approximately 100% in 2017, as a result of this development. Consequently, the pedestrian crossing may need to be upgraded in the near future. In lieu of constructing improvements at this time, the City of Flagstaff is requesting that the Hub pay for one half of the estimated cost of these improvements. The total cost of the improvements will be calculated and provided by the City of Flagstaff as used to determine the Hub's proportional share cost, which will be documented in a Development Agreement.

Two methodologies were used to determine the impacts to transportation network:

1. Using trip generation rates from a study performed by the City in 2015 of existing housing developments similar to the proposed development estimated traffic impacts were calculated based on the number of parking spaces that are proposed (231).
2. A more conservative approach was also calculated based on the total number of bedrooms that are proposed (665).

When the analysis was complete, there was no noticeable difference in impacts between the high and low scenarios.

Water and Wastewater

Existing waterlines in the area include an 8-inch case iron line located in Phoenix Avenue, a 6-inch cast iron line in Mikes Pike, and an 8-inch cast iron line in Milton Road. Existing public sewer mains in the area include an 8-inch clay line located in Mikes Pike, an 8-inch clay line in Phoenix Avenue, and an 8-inch cast iron line in Butler Avenue. A Water and Sewer Impact Analysis ("WSIA") was prepared by Civil Design & Engineering, Inc. at the request of the City Utilities Department. The analysis concluded that the existing water and sewer system infrastructure in Mikes Pike needs to be replaced due to ages, size, and material. Specifically, the existing waterline will be replaced and upgraded to a 10-inch PVC pipe and the existing sewer line will be replaced with an 8-inch PCV pipe. The WSIA indicates that the City will participate in the costs associated with the water line improvements not located along the project frontage. The upsizing of the waterline is not needed to service the proposed development. As such, the City of Flagstaff has agreed to participate in the additional costs associated with the upsizing, which will be finalized as part of the proposed Development Agreement.

Stormwater

Stormwater runoff will be detained in an at-grade detention vault located within the parking garage. The vault is designed to properly reduce the peak on-site discharges with adequate storage for Low Impact Development (LID) volumes and rainwater harvesting volumes. The building is currently located within the FEMA delineated floodplain for the Rio de Flag. The Developer has designed the Subject Property to elevate the buildings above the floodplain. The Stormwater Manager

reviewed the site plan, Drainage Impact Analysis, and Preliminary Drainage Report and it was determined that there are no downstream impacts associated with the proposed development; however, the development will require the construction of a new 28"x20" arch stormdrain pipe from the Subject Property to an existing concrete culvert in Butler Avenue. The requirement for these improvements will be ensured through the Development Agreement.

Parks and Recreation

The closest City-owned park to the site is Guadalupe Park located approximately 0.4 miles away. In order to offset the impact of the additional residents on the current park system the Developer has proposed a large courtyard/outdoor amenities areas within the development. These amenities will include a pool, 2 hot tubs, outdoor seating area, barbeques, lawn, and bocce ball court. In addition, other amenities will be provided internal to the building. Staff is confident that the park and recreational needs of the residents of the proposed development will be met through these amenities provided on-site and offset the impacts generated by the proposed development.

OTHER REQUIREMENTS:

Resources

A Phase 1 Cultural Resource Study was prepared for the Subject Property and it was determined that two significant cultural resources were identified in the Direct Area of Potential Effects (APE)—the buildings at 17 and 17 ½ S Mikes Pike. Twelve significant cultural resources were identified in the 1/8-mile Indirect APE—two historic districts and ten individual resources. The project would result in major impacts to the two buildings at 17 and 17 ½ S Mikes Pike located within the Direct APE. The project would result to significant cultural resources in the Indirect APE would be that of no adverse effect. It was determined, with approval by the Heritage Preservation Commission, that the relocation of the building, in lieu of demolition, would be the recommended option. In either case, a Phase 2 Cultural Resource Study for the two buildings was prepared and accepted by the city. The project has no additional impacts on other sites or buildings of historical or cultural significance.

The Subject Property is not located within the Resource Protection Overlay (RPO) zone as defined by Section 10-50.90.020.A of the Zoning Code (Page 50.90-2). As such, the standards found within that section are not applicable to the proposed development.

Citizen Participation

Public hearings before the Planning and Zoning Commission and the City Council are conducted in conjunction with any Zoning Map amendment request. In accordance with Arizona Revised Statute and City Code, notice of the public hearing must be provided by placing an ad in a newspaper of general circulation within the City, posting a notice on the property subject to the proposed amendment, and mailing a notice to all property owners within 300-feet of the property subject to the proposed amendment. All notifications must be completed at least 15-days prior to the first schedule public hearing. In order to notice as many people as possible, staff ensured that a notice was: published in the Sunday edition of the Arizona Daily Sun; 3 public hearing notice signs were posted on the site (1 on Mikes Pike, 1 on Milton Road, and 1 on Phoenix Avenue); and, a notice was mailed to all property owners within 1000-feet of the site, all tenants within 1,000 feet of the site, all parties on the Registry of Persons or Groups, and anyone who signed-in at any of the Developer's previously held neighborhood meetings. A copy of the publication notice, pictures of the postings, a mailing list, and a copy of the mailing notice are attached to this report.

As of this writing, staff has received 13 letters and 13 e-mails from interested parties, which can be divided into 2 categories: opposed, and support. Those comments in opposition (25 total) expressed concerns over compatibility, sociological impacts, infrastructure, student behavior, neighborhood character, traffic, unsupportable retail, parking, aesthetics, location, views, shadow cast, building massing, design, impact on tourism, Northern Arizona University's problem to address, neighborhood

history, student housing, undesirable part of town for students, density, availability of other housing types, and human congestion. The comment in support (1 total) expressed the need for student housing, location, and need. A table summarizing all public comments received to the date of this writing as well as copies of each comment is attached to this report.

Section 10-20.30.060 of the Zoning Code (Page 20.30-5) requires the Developer to conduct a neighborhood meeting prior to the Planning and Zoning Commission public hearing in accordance with an approved neighborhood meeting plan. After completion of the neighborhood meeting, the Developer must prepare a *Record of Proceedings* in accordance with Section 10-20.30.060.F of the Zoning Code (Page 20.30-7). That record is then presented as part of the report to the Planning and Zoning Commission and City Council. The Neighborhood Meeting Plan, a copy of which is attached to this report, was approved by staff on December 3, 2015 and revised on December 29, 2015.

The required neighborhood meeting was conducted on December 21, 2015 at the Pine Forest Charter School located at 1120 W Kaibab Lane. The meeting was noticed in accordance with established City standards. The meeting was conducted in a more traditional speaker/audience format with a presentation given by the applicant followed by a question and answer (Q&A) session. The results of the meeting were submitted on December 30, 2015 in a Neighborhood Meeting Report, a copy of which is attached to this report. The meeting was attended by 47 people who signed-in. Additional people may have attended but were not accounted for in the report. Based on the submitted meeting minutes (Neighborhood Meeting Summary Tab F), comments during the Q&A session generally revolved around gaining a better understanding of the specifics of proposed development (i.e. number of beds, units, and parking spaces), impacts on the existing infrastructure (including traffic and transit), benefits of the project to the neighborhood and city, and plans for the property if the Zoning Map Amendment is denied.

DISCUSSION:

In accordance with Section 10-40.40.080.A of the Zoning Code (Page 40.40-31), the intent of the T4 Neighborhood 2 (T4N.2) transect zone is to create new walkable urban neighborhoods that are in character with Flagstaff's older neighborhoods in combination with other transect zones. In accordance with Section 10-40.40.090.A of the Zoning Code (Page 40.40-37), the intent of the T5 Main Street (T5) transect zone is to reinforce the vitality of the downtown area adjacent to the core, to allow it to expand and evolve, and to provide an appropriate transition into existing neighborhoods. The Subject Property is a part of a larger urban area with a highly connected network of walking, biking, and transit with easy and convenient connections to Downtown, Northern Arizona University, and daily shopping, services, and employment, which supports the proposed increase in density and intensity. Due to the existing multi-modal transportation network and the nature of a student housing development, anticipated increases in vehicular traffic volumes generated from the proposed development are minor. Increases in pedestrian and vehicular traffic will be mitigated prior to building occupancy through proportional share contributions to future infrastructure improvements. Based on the recommended conditions of approval altering the relationship between the proposed buildings and the existing neighborhood, the compatibility of a mixed-use development with the surrounding existing residential and commercial uses, and the City's ability to provide public services to the proposed development as demonstrated in the *Public Systems Impact Analysis* section of this report, the rezoning of the Subject Property from the existing T4 Neighborhood 1 (T4N.1) transect to the proposed T5 Main Street (T5) transect located along Mikes Pike and containing approximately 1.35 acres, and from the existing T4 Neighborhood 1 (T4N.1) and the T5 Main Street (T5) transects to the proposed T4 Neighborhood 2 (T4N.2) transect located along Phoenix Avenue and containing approximately 0.29 acres is the most logical step to fulfill the redevelopment goals of the Regional Plan and the Southside 2005 Plan.

RECOMMENDATION:

Staff believes that the proposed Zoning Map Amendment has been justified and would recommend in favor of amending the Downtown Regulating Plan from the existing T4 Neighborhood 1 (T4N.1) transect to the proposed T5 Main Street (T5) transect located along Mikes Pike and containing approximately 1.35 acres and, from the existing T4 Neighborhood 1

(T4N.1) and the T5 Main Street (T5) transects to the proposed T4 Neighborhood 2 (T4N.2) transect located along Phoenix Avenue and containing approximately 0.29 acres, subject to the following conditions:

1. Unless modified to comply with these conditions, the site shall be developed in substantial conformance to the Site Plan as approved by the Inter-Division Staff (IDS) on December 11, 2015 and as presented to the Planning and Zoning Commission with this Zoning Map Amendment request.

2. The proposed structure located along Mikes Pike shall be limited to 4-stories/52-feet in height adjacent to the street frontage. A fifth story, if desired, shall be setback at least 40-feet from the property line.

3. Development shall be limited to two hundred twenty-nine (229) units and six hundred forty-three (643) beds. Any increase to either the number of units or beds must be approved by the City Council through the review of a Zoning Map Amendment application.

4. At the time of building permit submittal, the easternmost and westernmost residential entrances along Phoenix Avenue shall be modified to incorporate a covered porch element, or other similar feature, at the first floor entry to emphasize the pedestrian scale and residential character.

5. Prior to building permit submittal, the Developer shall combine Coconino County Assessor parcel numbers 100-39-001C, 00-39-010, 100-39-009, 100-39-008, 100-39-001G, 100-39-002A, and 100-39-011C.

ATTACHMENTS

- Zoning Map Amendment Application with Letter of Authorization
- Vicinity Map
- Public Hearing Legal Advertisements
  - Coconino County Assessor's Parcel map
  - Posting, Publication, and Mailing
- Public Comment Packet (Summary Table and Letters/E-mails Received)
- Draft Development Agreement Deal Points
- Applicable Regional Plan Goals and Policies
- Zoning Code Interpretation—Parking
- Rezone Narrative
- Neighborhood Meeting Plan (Approved December 29, 2015)
- Neighborhood Meeting Report (Submitted December 30, 2015)
- Site Plan, Building Material Spec Sheet and Color Renderings, Elevations, Floor Plans, Landscape Plan, Lighting Plan, and Civil Grading, Drainage, and Utility Plan

CITY OF FLAGSTAFF
CURRENT PLANNING DIVISION
211 West Aspen Avenue
Flagstaff, Arizona 86001
PHONE: (928) 213-2613

Memorandum

To: Planning & Zoning Commission

From: Brian Kulina, Planning Development Manager

CC: Dan Folke, Planning Director

Mark Sawyers, Current Planning Manager

Date: January 28, 2016

Re: PZ-15-00164, The Hub Zoning Map Amendment

At the January 13, 2016 meeting of the Planning Commission, the Commission continued deliberation and action on the requested Zoning Map Amendment to a February 3, 2016 meeting. As a part of that continuation, the following additional information was requested to be presented:

1. A view shed study of the proposed development as seen from the following intersections:
   a. Milton Road/Butler Avenue looking north;
   b. Beaver Street/Phoenix Avenue looking west; and,
   c. Beaver Street/Cottage Avenue look west.
2. A shadow study of the proposed development.
3. A bulk and mass study of the existing zoning.
4. An analysis of Regional Plan Policy CC.2.7.

The view shed study, shadow study, and bulk and mass study were prepared by the Developer and are attached to this memorandum for reference. The view shed, and bulk and mass studies reflect development under existing zoning and development as proposed.

Regional Plan Policy CC.2.7 states "Protect existing historic districts from encroachment by land uses that compromise the historic characteristics of the district." This policy was identified on the larger list of goals and policies that could potentially be used to support or not support the requested application but was not included in the more detailed analysis of the staff report. The reasoning was goals and policies related to heritage preservation are implemented through the Cultural Resource Study (CRS) requirements of the Zoning Code. A CRS was prepared by the Developer and approved by the Heritage Preservation

Commission. Any impacts associated with the proposed development on heritage resources would be mitigated through the CRS review process.

In addition, an e-mail was received from a Commissioner that requested the following information:

1. The total number of beds provided on Northern Arizona University (NAU).
2. The total number of parking spaces reserved for residential parking on NAU.
3. Parking standards, if any, for residential development on NAU, Arizona State University (ASU), and University of Arizona (UA).

On campus, there are 7,694 beds controlled by NAU and approximately 1,500 additional beds controlled by American Campus Communities, a private company. The total number of spaces reserved specifically for on campus residential use is unknown. However, there are approximately 9,200 total parking spaces on campus with approximately 4,800 residential parking permits issued. Neither university (NAU, ASU, or UA) appears to have an established parking standard that is applied to the construction of new residential rooms/beds. This becomes evident when considering that many surface parking lots, statewide, are being converted to new classroom and/or residential developments without associated parking being provided.

As of this writing, staff has received a total of 17 comments from the public regarding the proposed Zoning Map Amendment. A table summarizing those comments, as well as copies of the comments themselves, is attached to this memorandum for review.

Should the Commission have any additional questions in advance of the next meeting, please do not hesitate to contact me at (928) 213-2613 or via e-mail at bkulina@flagstaffaz.gov.

<u>Attachments</u>

- View Shed Study and Bulk/Mass Study of Existing Zoning and Proposed Development
- Shadow Study
- Public Comments Summary

GAMMAGE & BURNHAM
A PROFESSIONAL LIMITED LIABILITY COMPANY
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FIFTEENTH FLOOR
PHOENIX, ARIZONA 85004-4470

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WRITER'S DIRECT LINE
(602) 256-4471

January 27, 2016

Lindsay C. Schube
lschube@gblaw.com

Members of the Planning and Zoning Commission
c/o Mr. Mark Sawyers and Mr. Brian Kulina
Flagstaff Community Development Department
211 West Aspen Avenue
Flagstaff, Arizona 86001

Re: *The Hub* located at 17 South Mikes Pike
PZ-15-00164, PZ-15-00164-01, and PZ-15-00164-02

Dear Members of the Planning and Zoning Commission:

As you are aware, we represent Core Campus, the developer of *The Hub*, a proposed mixed-use development on the property bounded to the north by Phoenix Avenue, to the east by Mikes Pike, and to the west by Milton Road. Core Campus owns the property. The purpose of this letter and the enclosed exhibits is to supplement the Planning and Zoning Commission's discussion at the January 13, 2016, meeting.

The existing transect zoning on the Property is T5 Main Street (T5) and T4 Neighborhood 1 transect (T4N.1), which permit by right building heights of 64-feet and 45-feet, respectively. The proposed zone change case in front of you simply shifts the T5 and T4 transects to achieve a development that we believe is a more successful and sustainable project for the community, the City of Flagstaff, and Core Campus as the developer.

Core Campus approaches every project with the intent to form a strong working partnership with the community and municipality to enhance the civic community environment. That's no different here in Flagstaff. We have worked extensively with the community, including holding five (5) neighborhood meetings and numerous one-on-one meetings, as well as numerous meetings with the City Community Development Department to make modifications to the development in response to input and comments received.

These modifications include the following:

1. Reduced the building height;
2. Stepped the upper floor along Mikes Pike, Phoenix Avenue, and Milton Road back;

(See **Exhibit 1 – Mikes Pike Original Building Elevation** and **Exhibit 2 – Mikes Pike Building Elevations As Modified By Stipulation**.)

3. "Jogged" the building façade along Mikes Pike and Phoenix Avenue to break-up the perceived massing;
4. Significantly reduced the amount of glass (windows) and incorporated residential-style windows;
5. Utilized flat roofs (as opposed to pitched roofs) to reduce the perceived building height and scale;
6. Incorporated "Flagstaff" architecture;
7. Created a strong "residential feel" along Mikes Pike and Phoenix Avenue; and
8. Provided additional common area open space along Phoenix Avenue.

As a result of our extensive community outreach efforts and close collaboration with the Community Development Department, we believe Core Campus's current development proposal responds to the desires of the community and City Staff, and is a great result of the community and developer working together.

Core Campus, as the owner of the Property, could by right today file a Site Plan Review application to construct a building with height of: (1) 45-feet on Mikes Pike and a portion of Phoenix Avenue; and (2) 64-feet along Milton Road and the balance of Phoenix Avenue. The rezone application in front of you limits the building height to between 49-feet and 52-feet along all three street frontages with the upper floor stepped back at 64-feet and likely not visible from the street frontages. Core Campus has preliminarily determined it could by right construct a building with upwards of 700 beds requiring 250 parking spaces. Under this "by right" scenario, that's a bed to parking ratio consistent with this rezone application. Importantly, any "by right" development only requires administrative approval by the Community Development Department. However, this "by right" development would not provide continuous commercial and residential uses on the ground floor along Mikes Pike and Phoenix Avenue desired by the community and the Community Development Department; it may not provide building step backs; it could have increased building heights along Milton Road and Phoenix Avenue; and it could include a different architectural style.

However, this is not Core Campus's intent here. Core Campus fully intends on pursuing the development proposed in this rezone application. The Community Development Department and Core Campus believe that this rezone application strikes a good balance between the "by right" zoning and the proposed zoning that results in a development that is best and most appropriate for the community and provides the land uses desired in the Flagstaff Regional Plan 2030 and The Southside 2005 Plan within an aesthetically pleasing, compact building form that is compatible with the community and the context of the area.

The Planning and Zoning Commission directed us to prepare perspective views. Additionally, as a supplement to these requested views, Core Campus prepared additional views depicting "by right"

development under the current transects. (As stated on the exhibits, the white line represents the roofline of the building that would not otherwise be visible because of existing buildings, trees, etc.)

The perspective views are as follows:

1. View from Phoenix Avenue and Beaver Street looking west.

   Exhibit 3 – View from Phoenix Avenue & Beaver Street Proposed Zoning.
   Exhibit 4 – View from Phoenix Avenue & Beaver Street Current Zoning.

2. View from Butler Avenue and Milton Road looking north.

   Exhibit 5 – View from Butler Avenue & Milton Road Proposed Zoning.
   Exhibit 6 – View from Butler Avenue & Milton Road Current Zoning.

3. View from Cottage Avenue and Beaver Street looking west.

   Exhibit 7 – View from Cottage Avenue & Beaver Street Proposed Zoning.
   Exhibit 8 – View from Cottage Avenue & Beaver Street Current Zoning.

The Planning and Zoning Commission also directed us to prepare a shadow study. See **Exhibit 9 – Shadow Study**.

In closing, the approval of the requested zone change and Conditional Use Permit applications will result in a development that is much more appealing to community than what could otherwise be developed under the current transect zoning. We are confident the Planning and Zoning Commission will reach the same conclusion that the Community Development Department and the Developer did through the process of evaluating the two different entitlement scenarios: the existing "by-right" zoning and the proposed zoning.

Please do not hesitate to contact me should you have any questions or require additional information before our hearing on February 3rd. Thank you, in advance, I look forward to seeing you next week.

Sincerely yours,

GAMMAGE & BURNHAM, P.L.C.

By Lindsay C. Schube

Lindsay C. Schube

LCS/nas

EXHIBIT 1 - MIKES PIKE ORIGINAL BUILDING ELEVATION

HUB ON CAMPUS FLAGSTAFF

BUILDING MASSING
01.22.2016

MYEFSKI ARCHITECTS

EXHIBIT 2 - MIKES PIKE BUILDING ELEVATION AS MODIFIED BY STIPULATION

HUB ON CAMPUS FLAGSTAFF

BUILDING MASSING
01.22.2016

EXHIBIT 3 - VIEW FROM PHOENIX AVENUE & BEAVER STREET - PROPOSED ZONING

HUB ON CAMPUS FLAGSTAFF

01.22.2016

EXHIBIT 4 - VIEW FROM PHOENIX AVENUE & BEAVER STREET - CURRENT ZONING

HUB ON CAMPUS FLAGSTAFF

01.22.2016

EXHIBIT 5 - VIEW FROM BUTLER AVENUE & MILTON ROAD - PROPOSED ZONING

HUB ON CAMPUS FLAGSTAFF

01.22.2016

MYEFSKI ARCHITECTS

EXHIBIT 6 - VIEW FROM BUTLER AVENUE & MILTON ROAD - CURRENT ZONING

HUB ON CAMPUS FLAGSTAFF

01.22.2016

MYEFSKI ARCHITECTS

EXHIBIT 7 - VIEW FROM COTTAGE AVENUE & BEAVER STREET - PROPOSED ZONING

HUB ON CAMPUS FLAGSTAFF

01.22.2016

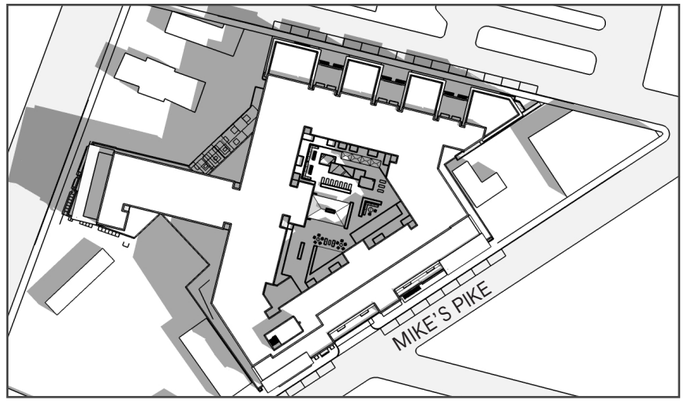
CORE CAMPUS

MYEFSKI ARCHITECTS

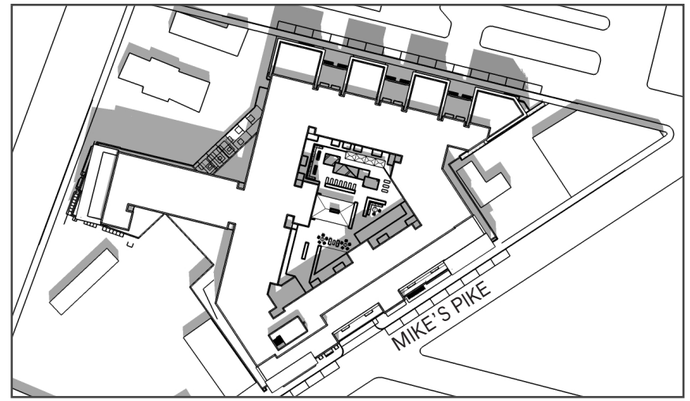
EXHIBIT 8 - VIEW FROM COTTAGE AVENUE & BEAVER STREET - CURRENT ZONING

HUB ON CAMPUS FLAGSTAFF

01.22.2016



SEPT/MAR 21 - 9AM



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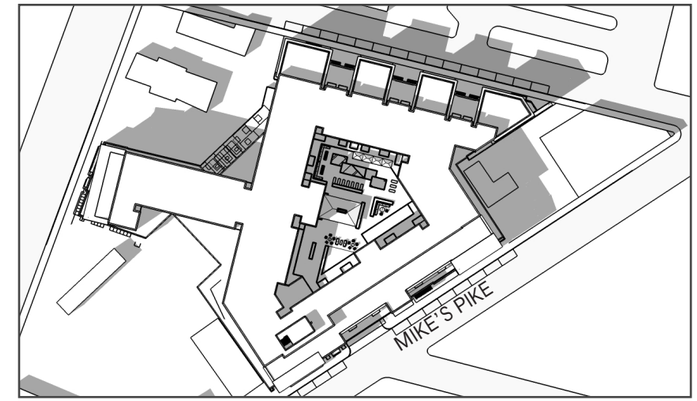

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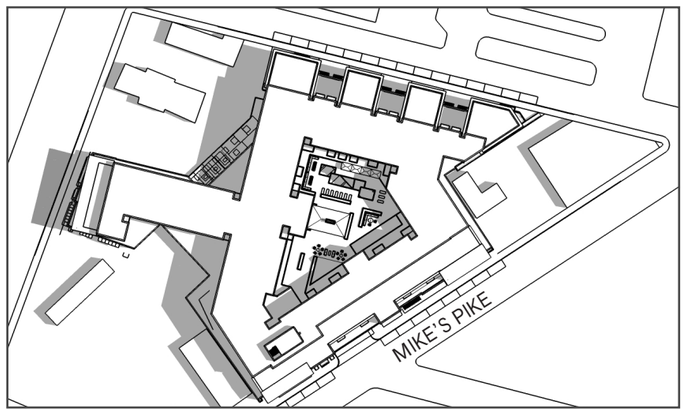
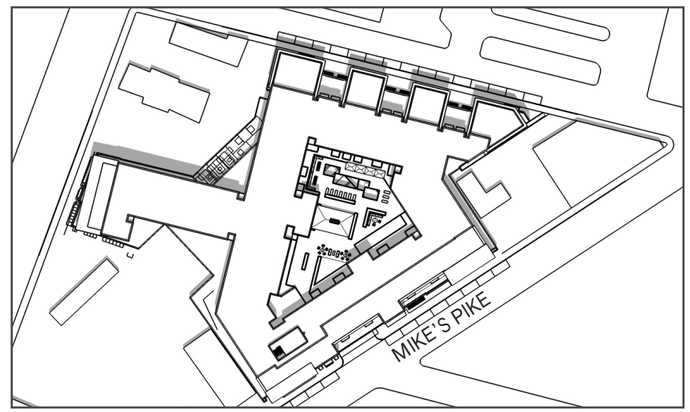


JUNE 21 - 9AM



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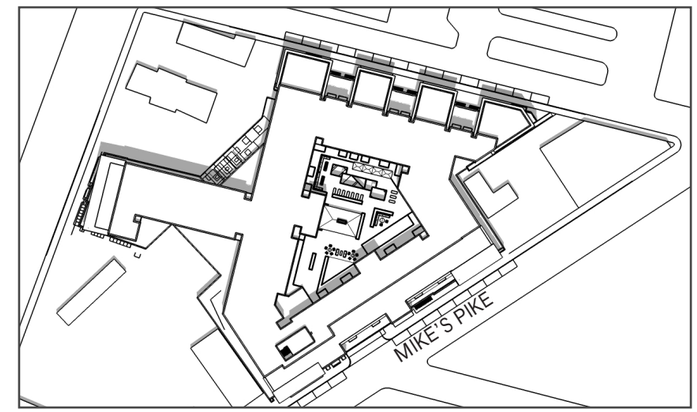

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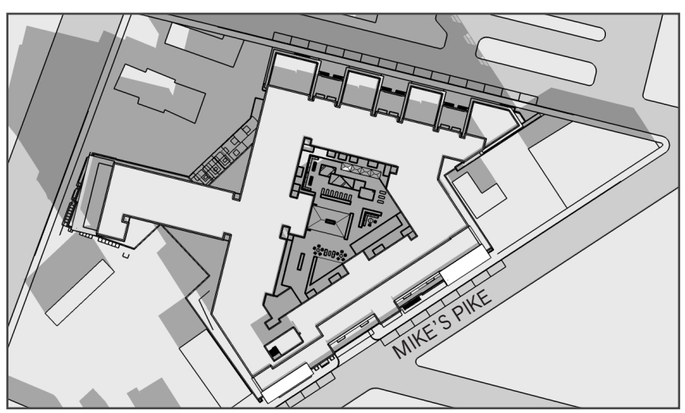
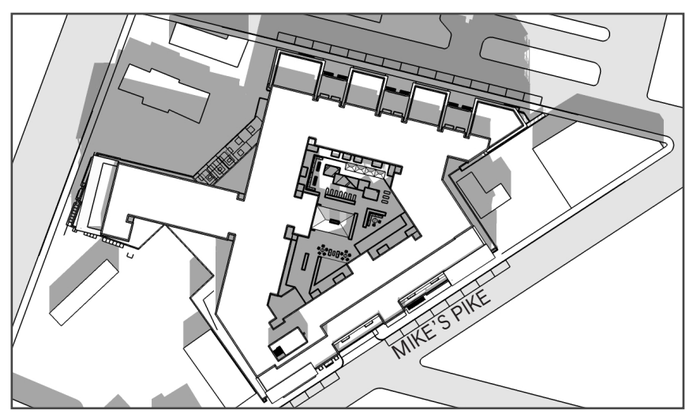
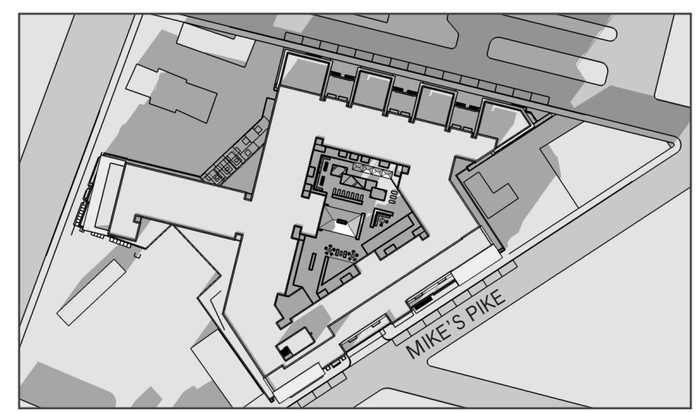


DEC 21 - 9AM



DEC 21 - 12 PM



DEC 21 - 3PM

CORE SPACES

EXHIBIT 9 - SHADOW STUDY

HUB ON CAMPUS FLAGSTAFF

SHADOW STUDIES
01.22.2016

MYEFSKI ARCHITECTS

The Hub on Campus Flagstaff – Public Comment Summary
Updated: 01/28/2016 at 12:00pm

Total: 17	**Opposed: 16**	**Support: 0**	**Neutral: 1**

No.	Date	Name	Type	Comment(s)
1	01/13/2016	Nat White	E-Mail	**Opposition** – Business deal between City and Developer, traffic, parking, demise of the neighborhood, complexity of transect zones, views, snow/ice
2	01/13/2016	Joseph Walka	E-Mail	**Opposition** – Parking, traffic
3	01/13/2016	Duffie Westheimer	E-Mail	**Opposition** – Bicycle ridership in the future, America's love of cars, parking, traffic, bicycle safety
4	01/14/2016	Diana Thorson	E-Mail	**Opposition** – Impact to neighborhood, parking, impact on tourism, not for families, student conduct
5	01/15/2016	Charlie Silver	E-Mail	**Neutral** – Requesting counts for comments in support and nonsupport
6	01/15/2016	Mimi Murov	E-Mail	**Opposition** – Fire safety
7	01/17/2016	Jerry Johnson	E-Mail	**Opposition** – Inappropriate, ruin of Downtown, parking, student housing belongs on campus
8	01/18/2016	Victoria VanPuyvelde	E-Mail	**Opposition** – Decrease aesthetic value, neighborhood character
9	01/18/2016	Rob Trathnigg	E-Mail	**Opposition** – Visual pollutant, parking, transect zoning not appropriate, does not comply with transect purpose
10	01/20/2016	Leyah Huff	Letter	**Opposition** – Traffic, parking, neighborhood character
11	01/26/2016	Walter Salas-Humara	E-Mail	**Opposition** – Architecture, use, type of retail, neighborhood character, traffic, parking, impact on rents
12	01/26/2016	Gisela Kluwin	E-Mail	**Opposition** – Scale, neighborhood compatibility, parking, traffic
13	01/26/2016	Emily Ross	E-Mail	**Opposition** – Property values, size, location, traffic, parking
14	01/26/2016	Janelle Gaun	E-Mail	**Opposition** – Property values, parking, aesthetics, density

The Hub on Campus Flagstaff – Public Comment Summary
Updated: 01/28/2016 at 12:00pm

Total: 17	**Opposed: 16**	**Support: 0**	**Neutral: 1**

No.	**Date**	**Name**	**Type**	**Comment(s)**
15	01/26/2016	Patrick Taylor	E-Mail	**Opposition** – Increased crime, student behavior, "for profit college town"
16	01/27/2016	Kari Maurer	E-Mail	**Opposition** – Community compatibility, parking, density, aesthetics, property values
17	01/28/2016	Richard Fernandez	E-Mail	**Opposition** – Location, density, parking, traffic, policing issues, size
18				
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Brian Kulina

From: Nat White <white@lowell.edu>
Sent: Wednesday, January 13, 2016 3:34 PM
To: Brian Kulina
Subject: HUB
Attachments: Hub Core Campus.docx

Follow Up Flag: Follow up
Flag Status: Completed

Hi,

Here are some rough thoughts I am sending to staff.

Nat

P&Z and Staff, Wednesday, January 13, 2016

After attending one of the public 'HUB' meetings, these are the notes I took from the point of view if I had to make the recommendation followed by comments.

- This is a business deal between Core campus and the people of Flagstaff. Staff, P&Z, and Council represent the people with the purpose of supporting what the regional plan and various other documents spell out including Vision 2020 and various surveys.
- Core, appropriately, sees this as a way to make money by filling a need.
- This particular business decision between Core and the people of Flagstaff should reflect lessons from similar projects. It may set the standard for future projects, that is, high, low or medium standard. This not a single focused decision but part of the evolution of Flagstaff.
- Therefore, we need to be cautious in the approach and set conditions conservatively with the public, long term impacts and costs to the neighborhood and tax payers in mind. We have this one chance because Core's optimal business plan requires some use changes or variations from the city plan.

Concerns brought up in the public outreach with some of my own thoughts.

Traffic and particularly parking was one of the biggest concerns. Core said they are meeting the requirements which is less parking than units and will set rules and monitor the potential problem. Folks felt those were words with no external enforcement and Core admitted if the property sold the rules could be different.

Encroachment and lack of enforcement of NAU workday parking in the neighborhood is currently a problem and this would make it worse.

Hub would be the beginning of the demise of the neighborhood and there was no south side plan. They see this as a piecemeal approach with no long term planning other than high level transect type planning, a concept hard for the average person to understand in terms of impact.

If Core's hope is to encourage pedestrian traffic over car, why aren't they partnering in implementing rights of way and other encouraging pedestrian facilities?

Looks are in the eye of the beholder, but building heights permanently affect view sheds and the town image especially in this location.

Here are some of my thoughts/comments:

Traffic- no left turns on to Milton from Phoenix or off of Milton to Phoenix except for City busses. Traffic designs should be such that Phoenix, Beaver, and Humphreys are the main auto route to and from Campus rather than weaving through residential areas. That may have traffic control costs. Who pays and how does that affect the current traffic circulation and businesses?

The only sure way to mitigate parking problems is to have enough parking for all units. Parking requirements maybe based on a set of city rules, but a set of rules may not meet the needs of special circumstances and locations. Core's good faith approach is to make their own 'house' rules which new owners can change and is a step away from city control.

Transect zoning is too course when it effects old neighborhoods. That requires more detailed planning. Therefore, a request to change the zoning in itself begins a piecemeal planning process of the south side.

Pedestrian/bike encouragement requires forethought and facilities. For example, there is no pedestrian access under the east side of the underpass and no way to cross if the destination is the library, Wheeler or Thorpe Park. The railroad bridge is being used illegally for that access even now and will probably be used more.

Phoenix between Milton and Mikes Pike will be shaded most of the winter because of building heights causing a danger and a maintenance problem for pedestrians, bikes, and motorized vehicles not much different than downtown Aspen St..

Building height and minimal set back will change the Milton view shed and city image and will also delay sun exposure of the sidewalk and road till well after noon in the winter.

I submitted these comments with the idea of being useful in considering opportunities and impacts.

Nat White

Brian Kulina

From: Mark Sawyers
Sent: Thursday, January 14, 2016 8:58 AM
To: Brian Kulina
Subject: FW: The hub

Follow Up Flag: Follow up
Flag Status: Completed

fyf

-----Original Message-----
From: Joseph Walka [mailto:joseph.walka@nau.edu]
Sent: Wednesday, January 13, 2016 6:07 PM
To: Mark Sawyers
Subject: The hub

As a former P and Z member, I would vote against the Hub as currently proposed. The parking for the project is insufficient in an area of high density population. Inadequate attention is being paid to traffic issues as we consider various proposed projects.
Joseph J. Walka
613 W. Cherry Ave.

Sent from my iPad

Brian Kulina

From: Duffie Westheimer <dwestheimer@gmail.com>
Sent: Friday, January 15, 2016 9:59 AM
To: Daniel Folke; Brian Kulina
Subject: important forgotten info

Follow Up Flag: Follow up
Flag Status: Completed

Greetings Dan and Brian,
In my Commission meeting comments the other evening I forgot to make this very important point that I'd like included in the record as another reason the Hub or any similar development is bad for Flagstaff.

As a cyclist for more than 40 years --touring, commuting as well as recreational riding in many parts of the world-- I have seen bicycling in the US *wax and wain in popularity a few times*.

The point is that although *some* students may like to ride a bicycle these days it would be irresponsible to believe that in ten years, if not in five years, they will still want to ride. Americans love cars more than bikes and probably always will. To base development on the idea that students won't have cars (especially if they can afford luxury dorms) is naive at best. That assumption is only a profit windfall for the developer that makes problems for Flagstaff residents and sucks up COF resources dealing with the resulting problems.

Making it difficult to have a car will not eliminate Americans having and using cars.

I think I said this the other evening but it is worth repeating, more traffic on the roads does not make bicycle use increase. Most people do not have the skills and or confidence to ride with traffic, even with a bike lane--bike lanes are a problem at every turn--literally.

Also people need to get across town and Butler, as an example, is really not safe to ride on when we have snow/ice/cinders, etc. piled up on the right side of the road--pushing bikes in and out of traffic. (We have only one car so I ride it anyway but when I have to take the dogs to the vet which I do with a trailer this is a serious problem. Even if riding on the sidewalk is illegal it is not even an option because they are covered in uneven snow.

In short, as Flag has grown over the past 35 years I've lived and ridden here, **riding has not gotten better because the amount of traffic has outpaced the available space, moves faster and bikes are always considered second-class users on the road.**

I hope these comments are taken into consideration.
Thanks for your time.
--Duffie Westheimer

On Thu, Jan 14, 2016 at 4:02 PM, Daniel Folke <DFolke@flagstaffaz.gov> wrote:

Duffie,

I know Brian replied to you on Monday morning. Please let me know if you are unable to get his reply and attachments.

Regards.

Dan Folke

Planning Director

City of Flagstaff

928-213-2630

From: Brian Kulina
Sent: Thursday, January 14, 2016 2:00 PM
To: 'duffie@westheimers.net' <duffie@westheimers.net>; 'dwestheimer@gmail.com' <dwestheimer@gmail.com>
Cc: Mark Landsiedel <MLandsiedel@flagstaffaz.gov>; Daniel Folke <DFolke@flagstaffaz.gov>; Mark Sawyers <msawyers@flagstaffaz.gov>; Brian Kulina <BKulina@flagstaffaz.gov>
Subject: RE: well?

Ms. Westheimer -

I received your e-mail and I provided a response. A copy of the responding e-mail is attached for reference. Perhaps the size of some of the attachments caused it to be automatically sent to you bulk mail folder. If that was not the case, I apologize for you not receiving the response in a timely manner.

Brian J Kulina, AICP

Planning Development Manager

P: (928) 213-2613 | F: (928) 213-2089

From: Duffie Westheimer [mailto:dwestheimer@gmail.com]
Sent: Thursday, January 14, 2016 1:39 PM
To: Brian Kulina
Subject: well?

Mr. Kulina,

I sent an email that would have been in your "box" Monday morning with ten questions relating to zoning in general and the Hub in particular. Those were not rhetorical questions. Will you be sending answers, as requested?

Please let me know.

Thank you,

Duffie Westheimer

--

Lots of new Lanamals! Look here: http://www.lanamals.com

Brian Kulina

From: Diana Thorson <thorsond@commspeed.net>
Sent: Thursday, January 14, 2016 5:35 PM
To: Brian Kulina
Subject: My unspoken words (and more)
Attachments: Di on The Hub.docx

Ms. Diana Thorson
4521 E. Flintwood Ln.
Flagstaff, AZ 86004
January 13, 2016
Mr. Brian Kulina, AICP
Planning Development Manager
Planning & Development Services
211 West Aspen Ave.
Flagstaff, AZ 86001

RE: 17 S. Mike's Pike (The Hub)

Dear Mr. Kulina,

Thank you to you and your committee for your efforts to listen to the concerns of the **citizens** of Flagstaff. I stayed the full 3 hours at the hearing as Richard, whose letter you referred to in your opening remarks, is quite ill. I wanted to listen to others so I wouldn't be redundant if I got the chance to speak, thus time ran out before my name was called. I actually came away with issues to which no one referred. A great deal can be learned by looking at HISTORY. We moved here from Chicago to get away from the urban sprawl. It takes control of your life, more than technology. (Could the developers have a different idea of what a small historic town should look like?)

We have lived here 32 years and owned a business in the MacMillan Bldg. until the downtown parking issue in 1984 was "solved" by building the Flagstaff Mall, pulling business away from downtown and forced us to close in 1986. The new City Hall had not even been built yet. I worked for the Sheriff's Office in the jail in the 1990's. I often had to park up the hill in the neighborhoods, including in front of Babbitt's home. (County Building doesn't even have enough parking for the employees, never mind for those who need to do business there). When I taught at S. Beaver School, I often found myself unable to leave as a student parked behind my car.[1] THE ISSUE HAS BEEN HERE FOR A VERY LONG TIME. Your predecessors as far back as that and longer did not take care of business then; it is now a major crisis and up to you to make better unbiased decisions based on what **the public** is saying (Out-of-state dollars vs. preserving our heritage.) The city and library lots are barely adequate putting the burden on that historic neighborhood. **There is just no question that the proposed Core Campus Development will be the breaking point of the Downtown tourist area, to which tourists have come to experience. If you approve this, it will never go away. Tourists will cease to find Flagstaff charming. Look at Riordan Mansion, our hidden treasure barely surviving. We must be better stewards of our past. The only "winner" here is Core. Whatever dollars the city would collect in taxes would be eaten up by ancillary services—maintenance of the area, policing, traffic control, trash, recycle, etc. House students on campus and NAU would be providing those services (student jobs?) but retail would still benefit.**

I learned much tonight: there are issues that conflict with reality trickling out of the larger issues. Many were mentioned, some were not.

- How is it legal to allow this private enterprise to have dedicated on-street parking overnight when, by Ordinance, October to April there is no on-street parking?
- We have always lived on the East side. How is it equitable for those living in the historic neighborhoods to have required paid permit parking and we do not? The South side residents didn't cause the problem.
- Core Campus Development is in the business of building housing for STUDENTS. Don't be fooled by their false "intention" to recruit families (limiting cars). If they followed through with that emphasis, we'd have to reclaim S. Beaver School, another casualty of NAU sprawl.
- Regarding Core's commitment to "policing and informed student expectations" is a false reality. There was an Eviction Clinic this very day at the Courthouse. Eviction is a nearly impossible resolution for bad behavior as the AZ Revised Statutes favor the renter, not the landlord. At best it can take 2 years or more, depending on the behavior. We know this from personal experience. Providing *Logical Consequences (1968, Dr. Rudolf Dreikurs[2])* for bad student behavior is the college's job. Strong action can only improve the quality of the character of the college student population.

Someone needs to take a stand regarding the extent to which we are going to let students define what Flagstaff is. It might as well be you and better now than later. You can see by the proportion of opponents to advocates you will be very popular if you choose to be defined by our history and natural beauty rather than a college campus. The two venues should be distinct where both students and residents can enjoy the cosmopolitan atmosphere a university provides without destroying the uniqueness of our historical roots and natural environment. The Land Grant College System (Morrill Act) did that for us in the 1860's.

Take the lead and encourage the formation of a committee to lobby the Board of Regents to take responsibility. There is enough bad publicity about college students to go around.

- Has their mandate to increase student population by 10,000 been examined closely enough to know that this community's infrastructure can support that density?
- Nearly all college students are not mature adults. Take a trip to University Surplus and see the damage they do to government property. They need to live on the state land as wards of the college.
- By taking on The Hub, we are enabling the Board of Regents to shirk their duty: to teach good behavior, responsible tenant practices and the respect as guests of our or any city. Academia must include life and social skills.
- Why can't Core Campus run their business as a concession ON STATE PROPERTY? Let them use the state's 80 acres. Tourists definitely are not coming to Flagstaff to mingle with college students.

Per the President of the Chamber of Commerce, it would be interesting to hear from a realtor as to whether The Hub might inflate or decrease property values in the downtown corridor. Certainly, when Internet education takes the lead, Flagstaff will be left with a mighty big, vacant eyesore.

Milton Road is a U.S. Highway, all the way to Rt. 64. They have no obligation to assist the city with the gridlock of traffic from I-40 to the Nordic Center. We are in this alone to control the traffic. The voters missed their chance when they voted against the Ponderosa Parkway over MacMillan Mesa through a corner of Buffalo Park. Add The Hub to the mix and we will send skiers to the White Mountains.

I hope there are people on the committee who have visited other college towns and examined how the student populations are housed. Places like Ogden, UT; Williamsburg, VA; College Park, MD; Savannah, GA; Boston, MA; Denver, CO; Boulder, CO; Charlottesville, VA, etc. should be evaluated to determine the best and worst ways to expand. As a Land Grant College it should be a no-brainer. Use the land set aside for the college. I don't know what it is like now, but my husband and I both went to Southern Illinois University, joined a sorority and fraternity, living in a small group housing area, each with their own house, several miles from downtown Carbondale. We were taught how to respect our housing and the city, and underclassmen were not allowed to have cars unless they were commuters or handicapped. Somehow high behavior standards have been lost. We need to direct the responsibility to the appropriate entity. That is your daunting task, which starts with not only denying **this** code change, but by tightening code and building restrictions, especially adjacent to historic areas. The city buildings need to follow the same design conformity history has left us. Over and over I hear that the library should be the model for new structures. Is anyone listening? Sedona has sure shown the power of design control. We need a MUCH STRONGER Architectural Control Board as I, with design and architectural undergraduate training, see from proposals with other pending projects.

Sincerely,

Diana Thorson

Diana Thorson
(928) 526-4671

[1] Our son owns his home at the intersection of S. Verde and Ellory. The struggle to park on the street or in his driveway is a constant problem. This is "creative student parking" across Verde St. from his home, IN the Rio de Flag.

[2] Child & Family counselor, founder of the Adler Institute of Professional Psychology, Chicago, 1952-1972

Brian Kulina

From: Charlie Silver <cws720@gmail.com>
Sent: Friday, January 15, 2016 9:20 AM
To: Brian Kulina
Cc: Daniel Folke
Subject: Wednesday's P&Z meeting

Hello Brian and Dan,

Would you have a total tally to date of the "not in favor" and "in favor" comments received about the proposed Hub project. I am thinking this would include all the email comments to date as well as the public testimony from Wednesday's P&Z meeting too.

Thanks very much,
Charlie Silver
720 W. Aspen Ave.

Sent from my iPad

Brian Kulina

From: mimimurov <mmurov@qwestoffice.net>
Sent: Friday, January 15, 2016 3:36 PM
To: Brian Kulina
Subject: Core Campus

Follow Up Flag: Follow up
Flag Status: Completed

Dear P&Z,

I recently sent an email concerning The Hub by Core Campus. I attended the P&Z meeting on Jan 14. I appreciated that you mentioned the received emails in this meeting and I appreciate the extra amount of time you allotted to public input. During the presentation by Core Campus I understood them to say that there would be only one entry/exit to the upper apartments. Did I hear this correctly? If so don't you find that to be a safety hazard in case of fire or other emergency?

Again thank you for your thoughtful consideration in hearing the public input. I hope you will deny the CUP and change in zoning for reasons mentioned in my previous email as well as those mentioned at the Jan 14 meeting.

Sincerely,
Mimi Murov

Brian Kulina

From: Jerry Johnson <jljohnson820@juno.com>
Sent: Sunday, January 17, 2016 7:51 PM
To: Brian Kulina
Cc: Daniel Folke
Subject: The Hub

Follow Up Flag: Follow up
Flag Status: Completed

Hello,

I attended the last P&Z meeting about the Hub. I did not speak or give a written comment at the meeting, but would like to do so now. I am totally opposed to the Hub. It is inappropriate for Flagstaff and would be the beginning of the ruin of downtown Flagstaff. The lack of available parking can not be overlooked. Student housing belongs on campus where NAU can control the associated problems. NAU has a hundred acres of undeveloped land. Build the student housing there, not in the heart of the city.

Jerry Johnson

Sent from my iPad

Brian Kulina

From: Victoria Vanpuyvelde <vcv5@nau.edu>
Sent: Monday, January 18, 2016 10:54 AM
To: Brian Kulina
Subject: The hub

Follow Up Flag: Follow up
Flag Status: Completed

Hi Brian,

My name is Victoria and I am aware that you are keeping a tally of those in or not in support of the Hub on Mike's Pike. If possible, I would like you to add me to the "not in support" list. I do not support the building of this project.

I have lived in Flagstaff for 6 years now and I cherish this community. I have grown into myself here, and I feel that the community and the overall vibe of Flagstaff has helped contribute to my growth as a young adult. I live at 205 South Beaver Street and I believe that if this building goes up, it will significantly decrease the value, astethic value, and overall feel of my neighborhood. I do not support this and want you (or someone) to hear my voice.

Thank you for your time.

Best,
Victoria VanPuyvelde

Brian Kulina

From: Becky Cardiff
Sent: Tuesday, January 19, 2016 7:53 AM
To: Brian Kulina
Subject: FW: The HUB
Attachments: HUB CUP deny letter final.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Can you include this in your next packet to P&Z?

Becky Cardiff
Development Services Supervisor
City of Flagstaff
211 W Aspen
Flagstaff, AZ 86001
Phone-928-213-2618
Fax-928-213-2609

From: Rob T. Construction, Inc/ Robert Trathnigg [mailto:RobTConstruction@commspeed.net]
Sent: Monday, January 18, 2016 9:46 AM
To: Becky Cardiff ; Mark Sawyers
Subject: The HUB

Hi Becky,
Please forward the attached letter to the Planning and Zoning commission members and enter it into public record.
Thanks
Rob

ROB T CONSTRUCTION, Inc.
Robert W. Trathnigg - President
2030 South Ash Lane, Flagstaff AZ 86004
(928) 607-6431 Phone
(928) 525-9700 Fax
robtconstruction@commspeed.net
Licensed, Bonded & Insured

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To: Flagstaff Planning and Zoning Commission, January 17, 2016

RE:PZ-15-00164 HUB CUP Request

I ask that the Planning and Zoning Commission deny core Campus's request to amend the Downtown Regulating Plan, and for a Conditional Use Permit (CUP) for the HUB.

I feel this project would be a **Visual Pollutant** and change the look and feel of the downtown area. It will also have a negative effect on parking availability in the downtown area. The Hub will be a major impact to the skyline from the surrounding area and very visible from the intersection at Route 66 and Milton ave. The developer has not provided elevations looking at The HUB, from the south. This one structure will change the look and feel of our walkable neighborhood from individual, separated buildings with varying setbacks from the sidewalk, to a 4/5 story monolithic structure, built to the sidewalk. It deletes the neighborhood feel and replaces it with a sprawling, high density, high rise structure.

It is important to note that the 7 parcels that make up the HUB Property were identified in the original Zoning Maps (Zoning map and Transect Zone Overlay Maps) for their value and best use with consideration of the existing structures and approved use(s) of the adjacent parcels. I do not think re-drawing the Zoning maps, based on the combined parcels, is appropriate.

The current CS zone states, "the development of residential uses in addition to commercial uses is encouraged in this Zone, provided **that residential uses are located above or behind the primary commercial service use**". (Flagstaff Zoning Code 10-40.30.040 Commercial Zones)

The current HC zone states, "the development of commercial uses in addition to residential uses is encouraged in the HC Zone to provide diversity in housing choices, provided that residential uses are located above or behind commercial buildings so that they are buffered from adjoining highway corridors. **The provisions of this Zone are also intended to provide for convenient, controlled access and parking, without increasing traffic burdens on the adjacent streets and highway**." (Flagstaff Zoning Code 10-40.30.040 Commercial Zones)

I feel it is also important to note that, under the current Zoning (CS and HC) the front, side, and rear setbacks, as well as, increased parking requirements and landscaping requirements would be major factors in regulating building size and overall lot coverage.

In addition, I do not think the HUB project should be considered for transect zoning, or any "form based" code applied to the property. The Flagstaff Zoning Code, Preamble, P .090, "Using the Flagstaff Transect" states in paragraph A, "The City- Guiding Principles, 1. **Preserve** and enhance **community character**; 2. Encourage **appropriately scaled infill and development**". The Hub does not meet this description.

The HUB does not meet the description of the transect zones standards as outlined in 10-40.40.10.010 "Purpose". This section describes transect zones as "optional" but does not describe them as zones applied to the properties they cover "By Right". The property/ project must meet the specific requirements of the transect zone to adopt the transect zone overlay.

The T4 Neighborhood 1 (T4N.1) standards describes the intent of this overlay zone as, "The primary intent is to reinforce established neighborhoods and to maintain neighborhood stability in walkable urban areas, while allowing such areas to evolve with the integration of **small building footprints and medium density building types. Appropriate building types might include bungalow courts, duplexes, and apartment complexes, which are typically smaller than those found in other zones**". (Flagstaff Zoning Code 10-40.40.070 T4 Neighborhood 1). It goes on to describe uses as, "homeowner offices and small neighborhood supporting uses, such as music classes and artist studios".

The HUB does not meet the requirements or description provided in the Flagstaff Zoning Code 10-40.40.070 T4 Neighborhood 1 Transect Zoning Standards. Please deny the CUP and rezoning request.

The T5 Main Street Standards states, "the primary intent of this zone is to reinforce the vitality of the downtown area adjacent to the core, to allow it to expand and evolve, and to **provide an appropriate transition into existing neighborhoods**." (Flagstaff Zoning Code 10-40.40.090 T5 Main Street Standards). I then goes on to state, "the Zone and sub-zone **are intended to preserve and build upon the existing pattern of development. New development, renovations, and additions should be in character and scale with existing valued patterns**." (Flagstaff Zoning Code 10-40.40.090 T5 Main Street Standards).

The HUB does not meet the requirements or description provided in the Flagstaff Zoning Code 10-40.40.090 T5 Main Street Transect Zoning Standards. Please deny the CUP and rezoning request.

The Hub is within a high density area as outlined in the Regional Plan. There is a great example of a property that meets this recommendation, falls within the neighborhood standards and character, and meets the existing Zoning Code requirements at the corner of W Santa Fe and Sitgreves ave, across the street from the city hall parking lot (to the west).

Again, I request that the Planning and Zoning Commission deny Core Campus's request to amend the Downtown Regulating Plan, and for a Conditional Use Permit (CUP) for the HUB.

This property can be developed according to the standards outlined in the Zoning Code and Regional Plan, without applying the Transect Overlay Zones. Again, please deny the request to amend the Downtown Regulating Plan, and for a Conditional Use Permit (CUP) for the HUB.

I own the property at 12 South Mikes Pike - corner of Mikes Pike and West Phoenix. If the HUB is built, I will benefit financially with increased rents and increased property value. However, the Downtown area I have worked to revitalize will not, the City I am raising my family in will not, and I feel that outweighs any personal gains I may realize.

Thank you,

Sincerely,

Robert W Trathnigg

2030 S Ash Ln

Flagstaff, AZ 86004

January 20, 2016

To: Planning and Zoning Committee
RE:PZ-15-00164 HUB CUP Request

As a long time resident of Flagstaff, as well as a graduate of NAU, I ask that that the CUP be for The Hub be denied. While attending NAU I lived on Mikes Pike and witnessed the traffic and parking problems first hand. For example, 2 separate accidents occurred to cars backing out of the driveway where I lived. The traffic turning onto Cottage was not visible to the driveway. Both times, the fault was attributed to the person backing out. It became necessary that a person stand at the corner of Mikes Pike and Cottage to prevent accidents. The buses only add to the existing problem. Many others in the neighborhood experience similar problems due to the congestion in the area. Parking for those working in the area was also scarce. It was necessary for a few of my friends to park in my driveway in order to find a spot. The Hub will only increase this problem for those living in the Southside.

I am currently finishing graduate school at UofA and living in the neighborhood opposite The Hub located in Tucson. The character of the neighborhood is dominated by the large structures nearby. For this reason alone, I feel The Hub should not allowed in it's current monolithic form.

I look forward to returning to Flagstaff in May and working as a Nurse Practitioner. I feel of the heart of Flagstaff would be destroyed by a student housing project smack in the middle of what I consider downtown. I watched the Southside neighborhood be revitalized while living there and recognize that this is a very important step in the building of the community and the character that is there should be maintained.

I have been keeping abreast of the development through the Daily Sun online. Please deny The Hub the benefit of the CUP. Let the development of the area be led by projects more in keeping with the feel and character of Flagstaff.

Lezah Huff 3221 N Jackrabbit Lane Flagstaff, AZ (permanent Flagstaff address

Lezah Huff

Brian Kulina

From: Walter Salas-Humara <walter@waltersdogs.com>
Sent: Tuesday, January 26, 2016 9:54 AM
To: Brian Kulina; Mark Sawyers
Subject: The HUB

Follow Up Flag: Follow up
Flag Status: Completed

Hello Council Members,

I have my art studio across the street from the proposed HUB site and have followed the progress and gone to many meetings including the recent zoning hearing.

I'm not against a denser urban core for Flagstaff. It makes perfect sense on may levels - a walkable, livable, lively, and more European style community.
This will be very attractive for visitors and residents alike. To achieve this, you, the city planners, will have to be very careful about the architecture and the use of the new buildings that will eventually dominate the downtown area.

I have been very disappointed in the HUB project. Given it's location, it will become the symbol of the new city of Flagstaff. It will be a very large signal of what Flagstaff will become. Let's have a forward looking project with amazing architecture that will incorporate all walks of life and all types of retail.
Let's not signal to future developers that we are OK with Flagstaff becoming a party town for students full of nothing but restaurants and bars with the inevitable parking problems, DUI's, drunks, fights, etc, etc.

Firstly, it's simply too large for the character of the neighborhood. Yes, I know it's within the city guidelines, but it's too large for the infrastructure of the area, especially the roads and parking.
Secondly, in order to comply with what they think the neighbors will accept, they have dumbed down their design to make it look just like every other faceless building project that signals mediocrity.
Thirdly, it's just gross that they plan to take advantage of the students, our neighborhood, and ultimately drive up rents, and drive normal folks out.

You are elected to protect the future of this awesome city and community.. Please do your job by denying the HUB this location and offering them an alternative location that is more appropriate for their development. A location where they don't have to dumb down their architecture and where the residents can have just as easy access to the University.

Thank you,
Walter Salas-Humara
100 Mikes Pike

Brian Kulina

From: Gisela Kluwin <gkluwin2@gmail.com>
Sent: Tuesday, January 26, 2016 6:08 PM
To: Mark Sawyers
Cc: Brian Kulina
Subject: The Hub

Dear Mr. Sawyer,

I attended the P&Z meeting concerning the Hub project on Jan 13, but neglected to turn in my blue comment card. I think it is very important to make my voice heard in regards to that controversial project, hence my email.
After listening to the developer's proposal and then trying to visualize that mega project in the space between Phoenix Avenue and Mike's Pike, my mind just shut down in horror, overwhelmed by the proposed size and occupancy numbers. I am also very disturbed by the low number of parking spaces built into the project. The proposed parking structure for 30% of the residents may fulfill the letter of the zoning requirements, but does not fit at all the actual neighborhood situation. There is NO PARKING available in the South side neighborhood aside from a very few unregulated spaces and a few 2hr spots. And when these are taken up by students, residents and visitors alike will be further frustrated and businesses will lose customers. Furthermore, the traffic flow in that tight neighborhood will become a nightmare, especially during the snow months, when Phoenix Ave becomes effectively a one lane street, and cars have to dodge buses which frequently enter and exit from the transfer center.
In summary, I think that the current Hub project is too big for the neighborhood, that there is insufficient allowance for in-house parking, and that traffic flow will be negatively impacted. I urge the P&Z commission to deny the rezoning request from T4 to T5 and to deny the request for a CUP.

Thank you for allowing me to comment on this project and to add my concerns to the many eloquent voices heard during the meeting.

Sincerely,
Gisela Kluwin
2333 N Fremont Blvd
Flagstaff, AZ 86001

Brian Kulina

From: Emily Ross <emross05@hotmail.com>
Sent: Tuesday, January 26, 2016 9:17 PM
To: Brian Kulina; Mark Sawyers
Subject: Can you please forward this to the Planning and Zoning Committee?

Dear Sir or Madam,

I am writing in regards to the proposed Hub that the planning and zoning commission has been considering on the corner of Mike's Pike and Phoenix, and am strongly urging you to reconsider!

I moved to Flagstaff ten years ago now, and I have lived in several homes in this specific area during that time. My memories are deeply rooted in this eclectic community which I feel is the heart and soul of the town's entire appeal. I understand the basic economics of growth, and have had exposure to the processes you go through regularly in attempt to grow Flagstaff in the correct manner, as I worked for the City of Flagstaff for several years.

However, I want you to consider how this may impact the renters, home and business owners, and even traffic! I recently purchased my first home in Sunnyside and am so proud to call Flagstaff my home. As a first time home buyer, the market was incredibly difficult for me to afford my own home. I was actually only able to put down roots because I won my home on a deal through the 'Good Neighbor Next Door Program.' I think I understand the need to cater to the growing community of NAU, but I wonder if the decision of location is the best. This area has a lot of potential for expansion in ways that enhance the cozy, quaint, yet still progressive and adventurous vibe that everyone loves. This is how the city has been marketed (with its 'passport stamp' feel), and I worry that all the new additions of high-rise buildings will detract from the image you are trying to project.

The proposed photo I see in the newspaper looks like Phoenix! This is fine, and I think several parts of Flagstaff in the NAU vicinity have a more modernized uptown, classy energy, which I truly appreciate, although it is a bit sterile. People like it! I think this location, however, needs to be protected from negative gentrification with generic high-rise buildings, and instead, should incorporate the space to foster more small businesses- stores and restaurants. This will easily bring in the same appeal as the New Frontiers lot has, and it will encourage incoming student groups to populate the already existing homes within the community. What's more, it will keep some of the home values in the neighborhood affordable so younger generations can afford to integrate after becoming educated here. I think the homes south of the tracks can really be revitalized, much like Sunnyside, to be affordable to a younger home-buying generation like myself.

As a young woman who has worked in numerous jobs within the community, I think the idea is good, but should just be relocated. I propose taking a look at some of the homes in the Lone Tree area. The size and location are wrong for this area, and moving the businesses onto Milton would project a weird image, and most likely destroy them in the long term. This road has high-traffic flow and lack of parking. As you are approaching the heart of Flagstaff's downtown, I do not feel a high rise building is the best introduction! Should a tall building need to go in there, it would be best used as a mixed use building, like a mall's appeal would present, with markets, businesses and eateries stacked on top of each other. Parking and student housing is more appropriate within campus or between the 2 colleges.

I always felt Flagstaff was holding on to an image that separated them from a 'big town feel' such as this initiative would project. Please hold true to this! It is why we make the nation's top 10 lists all the time!

Thank you for your consideration,

Emily Ross

440-241-9251

Emross05@hotmail.com

2521 North 3rd Street

Flagstaff, AZ 86004

Brian Kulina

From: Janelle A Gaun <jgaun@email.arizona.edu>
Sent: Tuesday, January 26, 2016 10:13 PM
To: Brian Kulina; Mark Sawyers
Subject: Opposition to The Hub zoning project

To Planning and Zoning Comissioners,

I am writing in adamant opposition to The Hub student housing development on mikes pike. I request that you share my email with all the Comissioners prior to the zoning hearing.

As a college student no one understands more than I do the desire for up to date rental properties close to retail and resturaunts. There is very little that students want more than easy access to everything in their immediate needs. But I also know that I am willing to ride my bike or drive just a few short miles to get the "feeling" that makes downtown Flagstaff such a desirable place to live. For the last several years I have been living in Tucson and that city too has been undergoing a revival of their downtown spaces. And like Flagstaff plans for a student development were well underway when I arrived. I quickly saw, against the better wishes of the neighborhoods around the retail streets, a huge development rise towering above the neighborhood. The area now suffers chronic parking shortages and the additional burden of an eyesore. Students choose not to live in the new development because modest, affordable housing is available a few miles away and within an easy comments to the area. Today the complex is decreasing the asthetic of the area as well as the value of the surrounding property because of its close proximity to such a large body of students and the noise and congestion they create.

As a resident, born and raised in Flagstaff I know the inherent value of the small, safe downtown. Those were the streets the ones that my parents brought me to to ride my bike on during the summers because they were free from excessive congestion and cars trying to park. As a preteen and teenager the downtown area was one place where I was swallowed to explore my freedom because of it had the perfect mix of family friendly (important to mom)? but modern and engaging (important to me). As a young adult Our Virgin of Guadalupe historic church provided solace and was a place of refuge for a grieving teen even though I am not a practicing Catholic. I stumbled into it because it was a calm neighborhood to walk into and the church was welcoming. I know, as a Flagstaff resident, that living away from downtown is not a barrier to spending time there. In fact, it's lure was the coupling of beautiful residential and historical areas with the upbeat retail sections.

You can be assured that even as a young adult I will not be visiting the region around Mukes Pike including Macy, fratellis, the breweries, the church, or many of our iconic restaurants if the Hub is built. Downtown flagstaff cannot handle the sheer density of people living in such close quarters while maintaining the integrity of the area. I am of course referencing recent student housing projects in Sawmill plaza and their extensive problems with crime, noise and crowding and that can otherwise be considered relatively benign in that they did not disturb established neighborhoods.

The Hub does not keep with the goals and culture of Flagstaffs downtown. It will only alientate one group of people in an attempt to access another that already enjoys the area anyways.

I fully support student housing. I fully support Flagstaffs growth. But I know that students will not stop spending time there just because they do not live there. This development will only destroy what already makes the area so great. Community, safety, history and accessibility.

I urge you to reject The Hub's proposal including their Conditinal Use Proposal.

I hope you consider my voice and my plea,

Janelle Gaun

Brian Kulina

From: Patrick T <patricktaylor333@gmail.com>
Sent: Tuesday, January 26, 2016 10:23 PM
To: Brian Kulina; Mark Sawyers
Subject: Opposition to the Hub Development

I oppose the development of the Hub on mikes pike. Flagstaff has grown immensely in the past 20 years but has still held on to its small town feel because its residents care about the community. With the introduction of other student housing developments in sawmill near the police dept. and other areas there was increased crime and general behavior that is not akin to what Flagstaff stands for. By introducing these student housing projects you are taking away from Flagstaffs community and turning it into another dime a dozen for profit college towns. Please do not allow these plans to move forward.

-Patrick Taylor, a citizen of Flagstaff for over 22 years

Brian Kulina

From: Kari Maurer <runkam@gmail.com>
Sent: Wednesday, January 27, 2016 12:54 PM
To: Brian Kulina
Cc: Mark Sawyers
Subject: The Hub

Follow Up Flag: Follow up
Flag Status: Completed

To: City of Flagstaff Planning and Zoning

Please forward to entire committee

After attending the planning and zoning meeting regarding The Hub, I find myself extremely disappointed in the fact that the project has been allowed to

progress this far. It is apparent that the project does not fit into the community, lacks parking and is too dense. By allowing The Hub to take advantage of

the City of Flagstaff, a snowball is rolling. Mikes Pike stands to become the most unattractive street in Flagstaff.

The Hub has requested parking permits as an answer to one of the problems. Parking permits are not an answer. Currently there are 2 Hour Parking

signs on the west side of Mikes Pike. I have been informed by a person “in the know” that this parking restriction is not enforced. How can residents

expect violations to be ticketed when a few spots can not even be patrolled. I feel the development of a smaller project with more

diversity could benefit the neighborhood. Property values do not seem to be an issue with many of the surrounding land owners. Flagstaff should

embrace and be proud of those who stand for the integrity of the neighborhood rather than the prospect of increased property values.

Citizens deserve the respect of those that are elected by them. Please listen to the voice of the community and deny The Hub their CUP.

Kari Maurer

Brian Kulina

From: Richard Fernandez <rnfernandez1968@gmail.com>
Sent: Thursday, January 28, 2016 9:59 AM
To: Brian Kulina; Mark Sawyers
Subject: The HUB

Good Morning,

I am writing in reference to the "HUB" development.

My name is Richard Fernandez. I have been a resident of Flagstaff for over 15 years. In the time I have owned several businesses and watched Flagstaff grow from a quaint mountain town to what seems to be a burgeoning mini-metropolis.

I have lived in Manhattan, NYC, Houston, TX and Miami, FL. I am familiar with high density living.

The HUB is beyond the scope of any major metropolitan area, to say nothing of Flagstaff and it's proposed location.

At over 600 potential residents, most of which will be students, it seems the HUB would need more parking than all of the allotted spaces in the entire Southside neighborhood. What about the residents who have lived there for decades? Consider the businesses and their need for access.

Regarding Milton Rd. and Phoenix intersection which is congested most of the year the over ambitious HUB signals a potential traffic disaster.

In the past few years since the student housing development reached maximum capacity the Sawmill area has experienced undue police resources. Why will the HUB be different?

The HUB is not the development for this specific area in it's current proposed size.

Please do not grant them permission to build.

Thank you for your time,

Richard Fernandez
2914 N. Rose St.
Flagstaff, AZ
86004

The Hub on Campus Flagstaff – Public Comment Summary
Updated: 02/04/2016 at 12:00pm

Total: 61	**Opposed: 56**	**Support: 3**	**Neutral: 2**

No.	**Date**	**Name**	**Type**	**Comment(s)**
1	06/17/2015	Eric Meeks	E-Mail	**Support** – Location, need, pedestrian environment
2	06/17/2015	Jim Roberts	E-Mail	**Opposition** – Compatibility, sociological impacts
3	06/17/2015	Chris Dennis	E-Mail	**Opposition** – Infrastructure, student behavior, neighborhood character
4	06/18/2015	Jennifer Duis	E-Mail	**Opposition** – Compatibility, traffic, unsupportable retail, parking
5	06/19/2015	Patrick Fleming	E-Mail	**Opposition** – Neighborhood character, traffic, infrastructure
6	06/19/2015	Mike Hudnall	E-Mail	**Opposition** – Neighborhood character, traffic, infrastructure
7	06/20/2015	Robyn Martin	Letter	**Opposition** – Parking, compatibility, aesthetics, location
8	06/22/2015	Leslie Connell	E-Mail	**Opposition** – Compatibility, traffic, parking, neighborhood character
9	06/22/2015	James Hasapis	E-Mail	**Opposition** – Compatibility, traffic, parking, neighborhood character
10	06/22/2015	Kari Tuomisto	Letter	**Opposition** – Location, compatibility, views, shadow cast, traffic, neighborhood character
11	06/22/2015	Sueanne Kubicek	Letter	**Opposition** – Compatibility, traffic, views
12	06/30/2015	Carrie Cowger	Letter	**Opposition** – Building mass, compatibility, traffic, design
13	07/02/2015	Albert and Rose Lopez	E-Mail	**Opposition** – Neighborhood character, parking, NAU's problem, impact on tourism
14	07/02/2015	Kathryn Peterson	Letter	**Opposition** – Compatibility, neighborhood character, NAU's problem, student behavior
15	07/08/2015	Laura and Art Enciso	Letter	**Opposition** – Compatibility, traffic, parking, student behavior, neighborhood history
16	07/09/2015	James Cole	Letter	**Opposition** – Traffic, parking, compatibility

The Hub on Campus Flagstaff – Public Comment Summary Updated: 02/04/2016 at 12:00pm				
Total: 61		**Opposed: 56**	**Support: 3**	**Neutral: 2**
No.	**Date**	**Name**	**Type**	**Comment(s)**
17	07/10/2015	Karen Applequist	E-Mail	**Opposition** – Neighborhood character, compatibility, traffic
18	07/17/2015	Claudine Taillac	Letter	**Opposition** – Compatibility, traffic, neighborhood character, undesirable part of town for students
19	07/17/2015	Marie Jones and Marvin Glotfelty	E-Mail	**Opposition** – Student housing, neighborhood character, compatibility, traffic, parking
20	08/07/2015	Soraya Padilla	Letter	**Opposition** – Compatibility, traffic, other housing available to students, more appropriate in another location
21	08/27/2015	Larry Czarnecki	Letter	**Opposition** – Density, traffic, scale
22	12/21/2015	Andrew Gould	E-Mail	**Opposition** – Scale, neighborhood compatibility, moratorium on student housing development until plan is developed
23	01/04/2016	Mimi Murov and Tom Brownold	Letter/E-Mail	**Opposition** – Neighborhood compatibility, traffic, parking, access, ice on Phoenix Avenue, catering to the needs of NAU, students, noise, conduct
24	01/05/2016	Forest May	Letter	**Opposition** – Not in keeping with the area
25	01/05/2016	Roberta Motter	E-Mail	**Opposition** – human congestion, traffic, parking, noise, design, viewscape
26	01/05/2016	Karen Carswell	Letter	**Opposition** – Compatibility, scale, views, traffic, parking, pedestrians and bicycles crossing Butler, neighborhood character
27	01/08/2016	Betsy and Tyler Hager	E-Mail	**Support** – Land use, relief for students
28	01/08/2016	Ken Berkhoff	E-Mail	**Support** – Support for NAU
29	01/10/2016	Duffie Westheimer	E-Mail	**Neutral** – Requesting additional information

The Hub on Campus Flagstaff – Public Comment Summary
Updated: 02/04/2016 at 12:00pm

Total: 61	**Opposed: 56**	**Support: 3**	**Neutral: 2**

No.	Date	Name	Type	Comment(s)
30	01/11/2016	Ellen Ryan	E-Mail	**Opposition** – Location, density, traffic, parking, neighborhood character and compatibility
31	01/11/2016	Richard Thorson	Letter	**Opposition** – Zoning change only benefits developer, neighborhood character, traffic, compatibility, don't "Phoenix" or "Tempe" Flagstaff, security, parking
32	01/13/2016	Nat White	E-Mail	**Opposition** – Business deal between City and Developer, traffic, parking, demise of the neighborhood, complexity of transect zones, views, snow/ice
33	01/13/2016	Joseph Walka	E-Mail	**Opposition** – Parking, traffic
34	01/13/2016	Duffie Westheimer	E-Mail	**Opposition** – Bicycle ridership in the future, America's love of cars, parking, traffic, bicycle safety
35	01/14/2016	Diana Thorson	E-Mail	**Opposition** – Impact to neighborhood, parking, impact on tourism, not for families, student conduct
36	01/15/2016	Charlie Silver	E-Mail	**Neutral** – Requesting counts for comments in support and nonsupport
37	01/15/2016	Mimi Murov	E-Mail	**Opposition** – Fire safety
38	01/17/2016	Jerry Johnson	E-Mail	**Opposition** – Inappropriate, ruin of Downtown, parking, student housing belongs on campus
39	01/18/2016	Victoria VanPuyvelde	E-Mail	**Opposition** – Decrease aesthetic value, neighborhood character
40	01/18/2016	Rob Trathnigg	E-Mail	**Opposition** – Visual pollutant, parking, transect zoning not appropriate, does not comply with transect purpose
41	01/20/2016	Leyah Huff	Letter	**Opposition** – Traffic, parking, neighborhood character
42	01/26/2016	Walter Salas-Humara	E-Mail	**Opposition** – Architecture, use, type of retail, neighborhood character, traffic, parking, impact on rents

The Hub on Campus Flagstaff – Public Comment Summary
Updated: 02/04/2016 at 12:00pm

Total: 61	**Opposed: 56**	**Support: 3**	**Neutral: 2**

No.	**Date**	**Name**	**Type**	**Comment(s)**
43	01/26/2016	Gisela Kluwin	E-Mail	**Opposition** – Scale, neighborhood compatibility, parking, traffic
44	01/26/2016	Emily Ross	E-Mail	**Opposition** – Property values, size, location, traffic, parking
45	01/26/2016	Janelle Gaun	E-Mail	**Opposition** – Property values, parking, aesthetics, density
46	01/26/2016	Patrick Taylor	E-Mail	**Opposition** – Increased crime, student behavior, "for profit college town"
47	01/27/2016	Kari Maurer	E-Mail	**Opposition** – Community compatibility, parking, density, aesthetics, property values
48	01/28/2016	Richard Fernandez	E-Mail	**Opposition** – Location, density, parking, traffic, policing issues, size
49	01/29/2016	Mary McKell	E-Mail	**Opposition** – Location, impact on neighborhood and Downtown
50	01/29/2016	Marie Jones	E-Mail	**Opposition** – Does not meet intent of transect zoning, precedent setting, does not fit transect building types, use not appropriate in neighborhood, student behavior, project management, better for families not students, density
51	01/29/2016	Nancy Branham	E-Mail	**Opposition** – Does not meet intent of transect zoning, unruly and illegal behavior of students, parking, traffic, open space does not benefit community, lease agreement only favorable to developer, neighborhood compatibility.
52	01/29/2016	Duffie Westheimer	E-Mail	**Opposition** – Agreement with Marie Jones letter
53	01/29/2016	Charlie Silver	E-Mail	**Opposition** – Agreement with Marie Jones letter
54	01/30/2016	Patrice Giordano	E-Mail	**Opposition** – Agreement with Marie Jones letter
55	01/31/2016	Rose Houk	E-Mail	**Opposition** – Agreement with Marie Jones letter
56	02/01/2016	Juliana Bartlett	E-Mail	**Opposition** – Project jeopardizes history and sense of place, location, width of adjacent streets, no common sense

The Hub on Campus Flagstaff – Public Comment Summary
Updated: 02/04/2016 at 12:00pm

Total: 61	**Opposed: 56**	**Support: 3**	**Neutral: 2**

No.	**Date**	**Name**	**Type**	**Comment(s)**
57	02/02/2016	Jen Blue	E-Mail	**Opposition** – Agreement with Marie Jones letter
58	02/02/2016	Diana Thorson	E-Mail	**Opposition** – Impact on tourism, tourist don't want to interact with students, destroys Downtown ambiance, no design appeal, congestion, parking, traffic, financially beneficial to developer, little or no benefit to tourists or residents, Downtown not part of college campus
59	02/03/2016	Carol Hagen	E-Mail	**Opposition** – Agreement with Marie Jones letter
60	02/03/2016	Rick Moore	E-Mail	**Opposition** – Agreement with Marie Jones letter
61	02/03/2016	William Ring	Letter	**Opposition** – Classification of land use, parking, traffic, double occupancy, bulk and mass, intent of Zoning Code

Brian Kulina

From: Daniel Folke
Sent: Wednesday, June 17, 2015 4:02 PM
To: Brian Kulina
Cc: Mark Sawyers
Subject: Fwd: Mikes Pike....yikes!

Not sure if this is official public comment or not; but I believe it is appropriate to share with Core.

Sent from my iPhone

Begin forwarded message:

> **From:** Karl Eberhard <KEberhard@flagstaffaz.gov>
> **Date:** June 17, 2015 at 2:27:04 PM MST
> **To:** Daniel Folke <DFolke@flagstaffaz.gov>
> **Subject: FW: Mikes Pike....yikes!**
>
> FYI
>
> Karl Eberhard, AIA
> Community Design and Redevelopment Manager
> Historic Preservation Officer
> City of Flagstaff, Arizona
> (928) 213-2969
> keberhard@flagstaffaz.gov
>
> By far, the most green building of all is an existing building.
>
> See our place making website:
>
> -----Original Message-----
> From: Jim [mailto:jimroberts@robertsjones.com]
> Sent: Wednesday, June 17, 2015 2:08 PM
> To: Karl Eberhard
> Subject: Mikes Pike....yikes!
>
> Hello Karl,
>
> Hope you are doing well. I am sending you this note because an acquaintance of mine just showed me something of a redevelopment proposal for a large tract on Mikes Pike. I understand it is focused on the student housing market. I'm sure you are intimately familiar with it!
>
> Anyway, I want you to know that I find this sort of "super-block" redevelopment to be totally inappropriate to the downtown Flagstaff context. I actually have my doubts that this sort of massive, homogenous solution is appropriate in any dynamic urban context. A look at the proposed footprint alone is enough to convince one that this sort of solution is clearly

incompatible with its context. I'm sure I don't need to mention to you about the historical significance of Mikes Pike and the potential it holds.

Adjustments to the IBC fire-resistive standards have made these massive, relatively inexpensive stick-built projects possible for developers. And they are rapidly becoming a blight on our cities. One can only imagine what these places will become ten or twenty years from now when their newness wears off! Having one of these at the Gateway to downtown Flagstaff is unthinkable.

I could go on and on about my environmental concerns with such a development, but I would also like to express a concern about the sociological implications of this approach to housing university students. Is this kind of homogenous, mass-living experience what we want to provide for NAU students? Let's wait and see how that monstrosity south of Whole Foods on Butler works out before we clone it!

I imagine I'm preaching to the choir here Karl, but I did want you to hear my views. If you feel it beneficial that I present my thoughts in a formal letter, to whomever, please let me know and I will get it done.

All the best,
Jim

James A. Roberts, AIA
Roberts/Jones Associates, Inc.

Sent from my iPhone

Brian Kulina

From: Christopher Dennis <cd424@nau.edu>
Sent: Wednesday, June 17, 2015 5:24 PM
To: Brian Kulina
Subject: Southside Planned Student Housing

To Whom This May Concern-

As a student of NAU, I can fully understand the need for more student housing as the students are currently put into tight living quarters. However, this proposed community will do nothing to assist in this large on campus population. The local community cannot bear the strain of an ever-growing NAU population without having to restructure the infrastructure of this community (something we definitely cannot afford). This project will turn into another Grove debacle- a constant police presence, loud parties, etc. To approve this plan is to deny local Flagstaff citizens a right to affordable housing and to help strip away what makes Flagstaff so special. If that identity is lost, I don't know if I will be willing to stay in town and teach here and I am certain I'm not the only one who feels that way.

Chris Dennis

Brian Kulina

From: Jennifer Duis <duis015@gmail.com>
Sent: Thursday, June 18, 2015 7:38 AM
To: Brian Kulina
Subject: Mike's Pike student housing proposal

Mr. Kulina,

While I held out some hope for this project I now agree with the Southside locals who are vehemently opposed to the potential development after attending last night's meeting.

Besides the scale of the building being totally out of step with the neighborhood there are greater concerns in the busy (crossing Butler at Phoenix is very dangerous already) & narrow side streets it would be surrounded by (buses and regular traffic already struggle to use Phoenix & Mike's Pike). Additionally, business, though growing in this neighborhood, is unlikely to be able to support the planned additional retail, and even if the retail spaces were successfully filled this too would only increase the strain on Phoenix & Mike's Pike.

Furthermore, parking in the Southside is already at a crisis and this development would likely only exacerbate the growing problem.

NAU has room to build its own housing for its students.

Thank you for your time and consideration.

Jennifer Duis
826 W Summit Ave.

Brian Kulina

From: Patrick Fleming <pat1fleming@gmail.com>
Sent: Friday, June 19, 2015 1:22 PM
To: Brian Kulina
Subject: NAU Student Housing Proposal

Dear Brian,

As a registered Professional Engineer, a LEED Accredited Professional, and a retired employee of the National Park Service who worked on numerous projects for Grand Canyon National Park, I would like to raise several concerns about the NAU Mike's Pike student housing proposal.

While it seems that most of the concerns that have been raised so far, which I share, focus on the historic character of the neighborhood and the traffic congestion of the area, I believe that there are several rather pragmatic issues that must be carefully addressed as well. These include water distribution, fire protection, sewage conveyance and treatment, storm drainage, and waste recycling/disposal. Flagstaff and the surrounding communities have strained all aspects of the infrastructure for delivery of utilities for many years, and it appears that the subject proposal will serve only to exacerbate these problems. Even at the most local level, the ability to provide water and sewer lines to accommodate the development appears to be extremely expensive and impactful.

The renderings that I've seen indicate a development that is completely out of character with the most endearing aspects of the City, and compromise the qualities that make Flagstaff a desirable place to work and live.

I strongly recommend that you require evaluation of other alternatives and carefully examine the impacts and pros and cons of each before selecting a preferred approach and proceeding.

Respectfully submitted,

Patrick A.Fleming, P.E., LEED-AP

Brian Kulina

From: Michael Hudnall <mikehudnall@icloud.com>
Sent: Friday, June 19, 2015 1:30 PM
To: Patrick Fleming
Cc: Brian Kulina
Subject: Re: NAU Student Housing Proposal

Dear Brian,

I am total agreement with Pat's statements below on this issue. I am an NAU graduate and Flagstaff homeowner.

Best regards,

Mike Hudnall

On Jun 19, 2015, at 01:22 PM, Patrick Fleming wrote:

> Dear Brian,
>
> As a registered Professional Engineer, a LEED Accredited Professional, and a retired employee of the National Park Service who worked on numerous projects for Grand Canyon National Park, I would like to raise several concerns about the NAU Mike's Pike student housing proposal.
>
> While it seems that most of the concerns that have been raised so far, which I share, focus on the historic character of the neighborhood and the traffic congestion of the area, I believe that there are several rather pragmatic issues that must be carefully addressed as well. These include water distribution, fire protection, sewage conveyance and treatment, storm drainage, and waste recycling/disposal. Flagstaff and the surrounding communities have strained all aspects of the infrastructure for delivery of utilities for many years, and it appears that the subject proposal will serve only to exacerbate these problems. Even at the most local level, the ability to provide water and sewer lines to accommodate the development appears to be extremely expensive and impactful.
>
> The renderings that I've seen indicate a development that is completely out of character with the most endearing aspects of the City, and compromise the qualities that make Flagstaff a desirable place to work and live.
>
> I strongly recommend that you require evaluation of other alternatives and carefully examine the impacts and pros and cons of each before selecting a preferred approach and proceeding.
>
> Respectfully submitted,

Patrick A.Fleming, P.E., LEED-AP

June 20, 2015

Community Development
211 West Aspen Avenue
Flagstaff, AZ 86001
ATTN: Brian Kulina
Regarding the Core Complex Southside Student Housing complex currently in development:

Dear Mr. Kulina,

This development is inappropriate for the neighborhood as it stands right now and also for the direction that the Southside area hopes to go in the future.

Historically this part of Flagstaff has always been, to put it bluntly, our city sacrifice area—industrially-driven, unpaved in places, flood prone, decaying and downtrodden. But in the past ten years or so a wonderful renaissance has been changing Southside into a optimistic destination, thanks to the property owners (business and home), which improves our attraction to tourists, potential residents, and our tax base.

The latest massive multi-story student housing development now proposed for the Mikes Pike neighborhood is wrong. In addition to the problems already identified in public meetings (lack of parking/unrealistic belief about how students will embrace lack of parking, size of development, and overall look of the development) allowing this structure to move forward truly insults the hard work and emotional investment of the Southside residents and business owners, who have worked hard, sometimes with little support from our city, to transform the area from exploited to a viable part of our larger community.

This housing complex belongs elsewhere, in open space, with access to the Mountain Line. If you are against this development, please continue to fight to keep it from being built. If you are considering supporting this development, I ask you to please, after reading this letter, reconsider your support.

Sincerely,

Robyn Martin

Brian Kulina

From: Leslie Connell <lconnell123@me.com>
Sent: Monday, June 22, 2015 10:59 AM
To: Brian Kulina
Cc: Karl Eberhard; Roger Eastman; Coral Evans; Jerry Nabours; Celia Barotz; Karla Brewster; Jeff Oravits; Scott Overton; Eva Putzova
Subject: Letter regarding Core Campus Project.
Attachments: Community Development.docx

Please see attached, regarding my thoughts on the Core Campus Project. Thanks so much for your time!

Leslie Connell

Brian Kulina

From: James Hasapis <james.hasapis@gmail.com>
Sent: Monday, June 22, 2015 12:57 PM
To: Karl Eberhard; Roger Eastman; Brian Kulina
Cc: Mayor and Council
Subject: Southside Student Housing/Retail Project

Community Development

211 W Aspen Ave.

Flagstaff, AZ 86001

Attn: Brian Kulina

Cc: Karl Eberhard, Roger Eastman, Jerry Nabours, Celia Barotz, Karla Brewster, Coral Evans, Jeff Oravits, Scott Overton, Eva Putzova.

I am writing to you to regarding the Core Campus Development that is being proposed for the Mike's Pike/Phoenix Avenue/Milton Avenue location.

After attending the meeting on June 17th, it's clear to me that this project is not a good fit for the Southside neighborhood.

Referring to Chapter 10-80 of the Flagstaff Zoning Code, this project does not fit the bill. It is not harmonious, agreeable, nor congenial with the neighborhood, it is not using similar design principles, it does not complement the characteristics of context and cohesiveness, and it is definitely not "unobtrusive in terms of the overall patterns of development, scale and continuity".

I believe this project should also be reviewed by the Traffic Commission, as it seems it will highly impact the surrounding streets – Phoenix and Mike's Pike in particular. These are narrow, neighborhood streets that are already being pushed to capacity with the Bus transfer station traffic.

The developers have touted the fact that it's so near public transportation – but is the current infrastructure at Mountain Line going to be able to handle this new concentrated load of students, or will this impact their ability to meet the needs of the public? Will additional buses be needed? If so, who will be paying for this?

I'm still not understanding how 197 parking spots (they mentioned that 30 will be reserved for the 10,000 sq ft. of retail) will serve the needs of 670 beds? I understand that they hope that less students will bring their vehicles, but so far, I haven't seen any serious planning on how they will achieve this. Adding more bicyclists and pedestrians to the neighborhood who will now be crossing Butler in large numbers will also affect traffic there, and doesn't seem like a safe suggestion. Perhaps if they build a pedestrian overpass, and not with taxpayer money.

The Southside is a neighborhood with a rich and important cultural history, with quaint neighborhoods, housing many families who have lived here for generations. It's a neighborhood that's already at risk because of individual student condo's that are popping up with regularity, or other apartment buildings meant for second home buyers. I hope that the City of Flagstaff, and the residents of this town will understand the importance of preserving this history, and not allow the neighborhood to completely succumb to rampant development.

Thank you for your time. If you have any questions, feel free to contact me.

LESLIE CONNELL

--

James (Jamey) Hasapis
928-310-8974

To: Flagstaff Community Development
Attn: Brian Kulina

I am writing in regards to the Hub/Core development that is proposed for Mikes Pike/Phoenix. As a long time resident of Flagstaff, I feel that this type of project in Downtown Flagstaff is not appropriate. The history of Route 66 (Mikes Pike being on the historical walking tour of Flagstaff as well as the original Route 66) must be preserved. Currently, Southside does not have any buildings over 2 stories tall. A 55+ foot tall apartment/retail building would not be compatible with the neighborhood. The building will definitely be visually obtrusive to residents and visitors. Driving up, or waiting in traffic for long periods of time on Milton, the view will no longer be of the Peaks. The scale, a mega block of structure, does not fit the scale of the neighborhood of Southside. Many homes and businesses will loose hours of sunlight during the winter.

As an owner of a home in the neighborhood, everyone realizes that traffic and parking on Mikes Pike can be quite hectic. More cars added to the narrow streets will destroy any chance for a person to walk the historic route and feel comfortable. This complex will do nothing for the long time Southside residents.

Keep Southside a part of historical, vibrant Flagstaff. Do not let the proposed project continue.

Sincerely,

Kari Tuomisto

Sueanne Kubicek, CPA, MBA, EMT

1190 W. Weston Trail
Flagstaff, AZ 86005
(928) 779-2801
Skubicek@aol.com

Community Development
211 West Aspen Avenue
Flagstaff, AZ 86001
Attn: Brian Kulina

Chapter 10-80:definitions:City of Flagstaff Zoning Code
Compatibility: Capable of existing in harmonious, agreeable or congenial combination with other buildings, structures, blocks or streets through the use of similar basic design principles including composition, rhythm, emphasis, transition, simplicity and balance. Work is compatible if it is designed to complement the physical characteristics of the context and is cohesive and visually unobtrusive in terms if the overall pattern of development, scale and continuity.

I moved here in 2003 so I have been here a few years. The development is getting too much for this City. Traffic has been a problem on Milton/Route 66 especially in the area that you are zoning for this development since 2003 and the City has done nothing about it. Now you are proposing adding to the traffic problems with even address the current situation. I work on an ambulance and we run plenty of calls on University students whether it is bicycle accidents, drinking, pedestrian accidents, vehicle accidents, etc. You are going to add chaos to an already congested area.

As to your zoning codes above, there is nothing harmonious about a 5 story building going up in this area. How can a 5 story building in this area not be visually unobtrusive? There has been plenty of new construction, The Grove, anywhere along Butler, etc.

Regards,

Sueanne Kubicek
Tax payer

Carrie Cowger
3973 S. Kendall St.
Flagstaff, AZ 86005

Brian Kulina
Planning and Development Manager
Community Development
211 West Aspen Avenue
Flagstaff, AZ 86001

June 26, 2015

Dear Mr. Kulina,

I am writing in opposition to the five story student housing/retail project planned for Mike's Pike and Phoenix Avenue. As a longtime resident of Flagstaff I cannot stand for or support a building of such magnitude at this location. The project will most certainly go against the established definition of compatibility (Chapter 10-80: Definitions City of Flagstaff Zoning Code) especially in regards to being "harmonious, agreeable" and "visually unobtrusive".

Over the past 15 years that I have lived in Flagstaff, parking and bike commuting in that part of town has become more and more challenging. I have almost gotten hit on my bike in that intersection many times. Also, at least three times a week, I attend yoga at the Bikram Yoga Studio on Phoenix Avenue. It has become increasingly harder to find parking in that area. This building will only add to the congestion and frustration of long time Flagstaff residents. Furthermore the building will be aesthetically assaulting to the quintessential nature of Flagstaff.

I came to Flagstaff and have chosen to stay here for so long for its ease, spaciousness, and beauty. Please help to honor these inherent and unique characteristics of Flagstaff by not continuing with this housing project.

Thank you for all the work you do for Flagstaff.

Respectfully,

Carrie O. Cowger

Brian Kulina

From: ALBERT LOPEZ <albertyroselopez@msn.com>
Sent: Thursday, July 02, 2015 11:24 AM
To: Mayor and Council
Cc: Brian Kulina
Subject: Re: Core campus development

Sent from my iPad

> On Jul 2, 2015, at 11:14 AM, ALBERT LOPEZ <albertyroselopez@msn.com> wrote:
>
> I am writing to you regarding the Core Campus Development that is being proposed for Mike's Pike /Phoenix Ave and Milton.
>
> We attended the meeting on June 17th and it is clear to us that this is not a good fit for the south side.
>
> The building does not fit on the south side and traffic is also a problem. According to Core they would have 670 beds and 197 parking spaces and said they would encourage students not to bring their cars. That's not going to happen. As it is right now there is no parking. Our Lady of Guadalupe Church has to put barricades so no one parks in their lot. Beaver street brewery has someone sitting early in the morning outside to make sure no students park there.
>
> Also having retail stores where are those people going to park. They should ask Northern Arizona University if they can build on their property across from I40 they have 40 acres that can be used.
>
> Northern Arizona university is looking at 25,000 students they need to start building on their property not in our neighborhoods. Someone also mentioned we our a tourist town and tourist visit restaurants a our downtown area. What are they going to see when they drive into town student housing.
>
> Woody mountain residence complained about student housing going up in their area and that project came to a halt. Now south side residence feel the same not in our neighborhood.
>
> We are against the student housing going in. We have lived here for 60 years our parents home is here our family all live on South Humphreys we are all home owners and residence. Now that the students are gone faculty and staff are parking here for 8 hours.
>
> I hope the city of Flagstaff and residence of this town understand the importance of preserving this history and not allow the neighbor to completely succumb to rampant development.
>
> Thank you for your time
>
> Albert and Rose Lopez
>
> If you have any questions,feel free to contact us.
>
>
> Sent from my iPad

July 1, 2015

Community Development
211 W. Aspen Ave.
Flagstaff, AZ 86001
ATTN: Brian Kulina
Planning and Development Manager

Dear Mr. Kulina et. al,

The City of Flagstaff and NAU has to grow and expand based on projections which are based on historical patterns. These projections do not take into account all that City officials and long standing residents and local business owners have learned along the way.

This is to state my multiple concerns about the proposed 5 story housing/retail project planned for Mikes Pike and Phoenix Ave.

Chapter 10-80: Definitions of City of Flagstaff Zoning Code defines the concept of "Compatibility" for building projects in Flagstaff:

"**Compatibility**: Capable of existing in harmonious, agreeable, or congenial combination with other buildings, structures, blocks, or streets through the use of similar basic design principles including composition, rhythm, emphasis, transition, simplicity, and balance. Work is compatible if it is designed to complement the physical characteristics of the context and is cohesive and visually unobtrusive in terms of the overall patterns of development, scale and continuity."

I don't need to pick apart the above City defined concept of **compatibility** to make the clear point that a 5 story building with a 670 bed student housing facility in it on Mike's Pike would be an absurd, incompatible and **uncomplimentary** addition to the growing charm and revitalization of our downtown, and especially south side neighborhoods.

Don't believe me. Take a real survey of the small local businesses and residents in any 8 block direction of this proposed development and see how we feel, what we think, and what we envision this would do to the unique character of Historic Downtown Flagstaff (not to mention our already strained parking needs).

This is more NAU's problem than it is the residents and business owners in Downtown Flagstaff. As has been seen clearly at the Sawmill student housing development, cramming a large crowd of young adults into a housing project is begging for mishaps and disasters that actually hurt our young adult students misuse our city's resources.

Flagstaff is not like Tempe. This is intentional, cultural and geophysical.

I don't know exactly who and how many individuals stand to benefit financially from this proposed development and how much of that revenue will leave our town. I've heard the argument that this will create jobs and promote economic growth. THERE ARE BETTER, SANER, MORE COMPATIBLE WAYS, and we will find them if we slow down and remember our foundational values.

In summary,

- Don't let developers put incompatible developments in this unique town.
- Don't put hundreds of hormone driven, newly emancipated young adults in a big pile in the heart of Downtown and expect them not to experiment with the limits of civility.
- Let NAU do more to find their own compatible, calibrated solutions to their housing issues.
- The rate of growth and expansion both for the City of Flagstaff and NAU must be calibrated by our previously established values as City Officials, residents and small business owners here.

Thank you for your thoughtful consideration.

Truly,

Kathryn Peterson, owner
Flagstaff Sports Exchange
19 W. Aspen Ave.
Flagstaff, AZ 86001
kpeterson@flagstaffusedsports.com

Brian Kulina
Planning Development Manager
City of Flagstaff Community Development
211 W Aspen Ave.
Flagstaff, AZ 86001

July 8, 2015

Dear Mr. Kulina,

We are writing to you to regarding the Core Campus Development that is being proposed for the Mike's Pike/Phoenix Avenue/Milton Avenue location. After attending the meeting on June 17th, it is clear to me that this project is not a good fit for the Southside neighborhood and should be denied.

Referring to Chapter 10-80 of the Flagstaff Zoning Code, this project clearly is not in accordance with the requirements. A five-story 2.5 acre, 700 occupant building is not harmonious, agreeable, or congenial with the neighborhood, it is not using similar design principles, it does not complement the characteristics of context and cohesiveness, and it is definitely not "unobtrusive in terms of the overall patterns of development, scale and continuity". The Southside neighborhood is not the place for another "The Village at Aspen Place" monstrosity.

Besides the overall scale, and look of the project, it also needs to be seriously reviewed by the Traffic Commission. If allowed to proceed, this new building will highly impact all three surrounding streets, Milton/Route 66, Phoenix Ave. and Mike's Pike. The portion of the Milton corridor this project is proposed to front is, as quoted by the City Council's Combined Special Meeting/Work Session of March 10, *2015, "...the most congested in the City. Between Butler and W. Route 66 it is over capacity during evening peak hours."* This is exactly where Core Campus Development plans to add nearly 700 students and, conservatively estimating, a minimum of 300 more vehicles. Additionally Phoenix Ave. and Mike's Pike are narrow, neighborhood streets that are already being pushed to capacity with the Bus Transfer Station traffic.

As a business owner, our customers already are challenged by this portion of the Milton/Rt. 66 corridor in order to access our business. Adding more traffic and highly concentrated numbers of students to this area will only make matters worse for all the businesses, residents and visitors in the area.

The developers have touted the fact that their project is so near public transportation there won't be any traffic problems, but realistically are the students of this project really going to use it and would the current infrastructure at Mountain Line be able to handle this new concentrated load if they do, or will this impact NAIPTA's ability to meet the needs of the public? Is the NAU bus line going to pick up any load these additional students will create or will the burden be on Flagstaff residents?

Perhaps if this project were actual apartments for Flagstaff families, (a population in desperate need of affordable housing) the 197 parking spots (30 will be reserved for the 10,000 square ft. of retail) they

plan to provide for the residents would be sufficient, since it would be reasonable for a family of 5 to have 1 or possibly two vehicles VS the reality that 5 students sharing an apartment would have 4 to 5 vehicles. There is no reality where 197 parking spaces will serve the needs of 670 beds.

While we are sure NAU needs more student housing, we don't believe the recent projects the City of Flagstaff has allowed to be constructed are in the best interest of either the students nor the residents of Flagstaff. Our experience with "The Grove" should have taught us something with its problems with crime, parties and under age drinking. Students we know do not want to live there & those who do [live there] want to get out. We don't need another over-priced, over built 'animal house' in the Southside neighborhood.

The Southside is a neighborhood with a rich and important cultural history, with quaint neighborhoods, housing many families who have lived there for generations. It is closely confined and already densely populated without adding 670 new residents. I hope that the City of Flagstaff, and the residents of this town will understand the importance of preserving this history, and not allow the neighborhood to completely succumb to rampant development.

We strongly urge you to really consider all of the factors included in the Design and Review Board of this project and deny the Core Campus Development's project. Thank you for your time. If you have any questions, please don't hesitate to contact us.

Sincerely,
Laura and Art Enciso
Owners
Tranzend, LLC

Tranzend, LLC • 417 W. Santa Fe Ave. • Flagstaff, AZ 86001 • 928.774.7999 • fit@tranzendclub.com

June 26, 2015 4:15 p.m.

Traffic flow from Butler at Milton/Rt. 66/Phoenix "proposed project site"

This is without adding 670 additional residents at the two tall trees.

July 7, 2015

Brian Kulina
Planning and Development Manager
Community Development
211 West Aspen Avenue
Flagstaff, AZ 86001

Mr. Kulina,

I am writing in reference to planned 5 story student housing/retail project planned for the Mikes Pike/Phoenix area of downtown Flagstaff.

Personally, I think this is a bad idea for at least two reasons:

1) Traffic and parking in that area will be impacted in a most negative way, and it's already a problem.
2) The city's own definition of compatibility in the zoning code will be violated in numerous ways:
    a. Harmonious, agreeable, or congenial combination with other buildings and structures
    b. Principles of composition, rhythm, emphasis, transition, simplicity and balance
    c. Being cohesive and visually unobtrusive in terms of scale and continuity

Please consider seriously all of the negative effects on our wonderful downtown area south of Route 66 if this project is actually approved. I can think of no good reason to locate such a building with said purpose in that location.

Respectfully,

James F Cole
3525 W Cooper Dr
Flagstaff, AZ 86001

Brian Kulina

From: Mark Sawyers
Sent: Monday, July 13, 2015 9:00 AM
To: Brian Kulina
Subject: FW: Hub Project

fyf

From: K [mailto:applebranch@msn.com]
Sent: Friday, July 10, 2015 1:43 PM
To: Mark Sawyers
Subject: Hub Project

This letter is for members of the Planning and Zoning Commission. Can you please forward?

I am writing this e-mail to you to express my concern about a proposed development in our city. While I understand the need for housing for NAU students, I am completely against the proposed Hub Project. The project is a very poor fit for the existing neighborhood. It negatively impacts the historical value of this stretch of road, which was originally part of Route 66. The building will tower of adjacent buildings in the neighborhood, multiplying the number of persons residing in that part of town many times over. Congestion on Milton Road is already a huge issue that continues to worsen with growth. By situating this complex where it is proposed to be, the vehicular traffic will spill out onto Milton, Phoenix Avenue and Mikes Pike, none of which is well suited to handle the additional burden. At the present time buses must use both Mikes Pike and Phoenix Avenue to access the transfer station multiple times a day. The congestion in the streets and the neighborhoods can only be problematic with regard to safety for everyone. Small business currently occupy sections of Mikes Pike, and new projects should only be considered that are appropriate for the immediate vicinity. I am unfamiliar with the details of the planning process, but I am assuming there is a plan for growth in Flagstaff. As I see new businesses come in on South San Francisco, I am of the opinion that Mikes Pike may be best suited to house new businesses. Please don't allow the Hub Project to move forward.

Thank you for your time.

Karen Applequist, Ph.D.
2215 N. Crescent Dr.
Flagstaff, AZ

July 16, 2015

Brian Kulina
Community Development
211 West Aspen Avenue
Flagstaff, AZ 86001

Dear Mr. Kulina,

I am writing to express my opinion and concerns regarding the proposed five-story student housing and retail project planned for the Mikes Pike/Phoenix Avenue area of downtown Flagstaff.

I do not believe that such a building project would enhance this area of downtown; in fact, I believe that it would be in conflict with the City of Flagstaff Zoning Code, Chapter 10-80, in that it would disrupt the flow of this neighborhood and be physically incongruent to existing buildings and homes in the area. The student housing complex near the Aspen/Sawmill shopping center is an example of a building project that complements the area, as it is congruent with the shopping center. The proposed Mikes Pike/Phoenix Avenue area, as you know, is an older area of town, and a modern building project would at the least not fit in and at the most create more flow of traffic and congestion than the area can handle.

This area of town has a special feel and character. My family homesteaded in Flagstaff 100 years ago, and over my lifetime I have watched Flagstaff change. Many of the changes have enhanced the town, especially the revival of downtown. Personally, I feel that altering downtown to make it more like the newer parts of town is a mistake. There is something to be said for keeping the integrity of certain neighborhoods, and I do not see the necessity to squeeze such a large development into such a small area where there is a dearth of parking already. I also believe that students at NAU do not value this area of town as much as a more mature part of the population, and the development may not be as desirable to students as the City thinks.

I have two nephews and one niece who have graduated in the past few years from NAU. None of them would find this the desirable part of town in which to live. I also attend the Bikram studio two to three times per week, go to Macy's once a week, as well as frequent Pizzicletta, Mother Road Brewery, Zani, and many other businesses in that area. I take my glass recycling to that location at the bus transport station. There is a lot of activity in that area, and I think the City is being short sighted in moving forward with this project.

I am asking you to reconsider this plan, as it would detract from the rhythm, balance, and cohesiveness of this area of town.

Sincerely,
Claudine Taillac

Claudine Taillac
claudineflg@msn.com
9415 W. Antoinette Way
Flagstaff, AZ 86001
928-606-5844

Brian Kulina

From: marie <marieajones@gmail.com>
Sent: Friday, July 17, 2015 11:39 AM
To: Brian Kulina
Cc: Jerry Nabours; Celia Barotz; Karla Brewster; Coral Evans; Jeff Oravits; Scott Overton; Eva Putzova; Karl Eberhard; Roger Eastman
Subject: Core Campus Student Housing Project neighbor input

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Brian,

I'm writing regarding Core Campus's proposed student housing project on Mike's Pike. I understand it would require both a zoning change and a room and board special use permit. My husband and I are residents of the immediate neighborhood who oppose permitting this project for the four reasons listed below.

1. Student housing
Placement of this large student housing project inevitably shifts responsibility for what is essentially a dormitory—approximately 670 students renting by the bed—off the campus and into an existing neighborhood. Students are certainly welcome in our neighborhood but there is a critical difference between small groups of students sharing a rental unit and 670 students in one monolithic and concentrated structure. In the former, neighbors can interact with students and help them to be part of the community, in the later the students redefine the community itself. No amount of security plans will change this dynamic. Once such a project is introduced into this neighborhood it is very likely there will be others as well. Those events would so change the character of the neighborhood that it is in turn likely that many resident families will also consider moving, selling their properties which would likely be turned into student housing as well. This scenario has occurred in other neighborhoods and other towns where these kinds of projects are built and is so likely here that the City should openly discuss whether protecting existing neighborhoods is a worthwhile and appropriate obligation.

2. History and character
The Southside between Mikes Pike and San Francisco is a unique and irreplaceable part of Flagstaff. It has historic significance as the original Route 66, the warehouse district for the Mother Road and the railroad, and also the homesteads of the people who built much of Flagstaff, many of their families still living here. It is a true mixed-use neighborhood and has been from its beginning. It is currently undergoing a renaissance that respects this history and character, with local entrepreneurs investing their time, money and creativity into creating an exciting culinary, arts and entertainment area that is for everyone, not just students, and is a boon for tourism as well. The efforts of these business owners should be supported by the City in any way possible rather than allowing the area to be transformed into an extension of the NAU campus.

3. Compatibility and design
While it's true this area is zoned for both high density and height, that is not the only consideration for it's future development. Codes also call for attention to compatibility including harmony of "design, composition, rhythm, emphasis, transition, simplicity and balance", and should be "visually unobtrusive in terms of overall patterns of development, scale and continuity". Certainly this area has opportunity for high density residential and new infill commercial, but it should complement the existing historic structures. A monolithic 5-story, 670 bed dormitory cannot possibly meet those considerations regardless of the architectural style of its exterior faces. Neither can signage, no matter how carefully designed, recreate the historic feeling of a street once it has been so dramatically altered.

4. Traffic and parking

This part of the Southside has been challenged for decades with university related parking problems. It is already a struggle for businesses to guarantee parking for their customers and for residents to accommodate visitors. Core promises citizens in their public meetings to "discourage" their student tenants from bringing cars which need to be parked, but they are powerless to do that in reality. Arguably the students that rent in their facility (and Core tends to hand over their Hub properties to management companies shortly after construction) will be coming from out of town and out of state rather than locally, and they will likely not give up their cars easily. Regardless of their intention to discourage cars, the reality would be a transfer of combined university and developer responsibility for parking to the neighborhood. If the proposed solution becomes a large parking garage, that would additionally transfer responsibility as well as diminish neighborhood character. Core's private traffic study may be well intentioned, but the narrow two-lane residential streets that are Mikes Pike and Phoenix Avenue cannot realistically be transformed into one that accommodates the 250 vehicles they anticipate along with the many they will not anticipate. At the very least, the City should perform it's own traffic study of the area on behalf of its citizens.

In conclusion, permitting this project or others like it constitutes the abandonment of a section of historic Southside that adds unique value to Flagstaff. Once this area is lost it cannot be recreated. We understand that development of this area is both desirable and inevitable. We know that many people would love to live here if housing were available, especially high-density urban options, and would view that as a positive outcome for the neighborhood. We should use all the tools at our disposal, not strictly zoning rules, to ensure that development happens with respect for what exists here and the potential that is burgeoning. The desire to preserve our neighborhood's history and character should not be interpreted either as a lack of appreciation for student contribution to our City or to general opposition to development. It is rather a commitment to sound, sustainable planning principles that would enhance Flagstaff.

Sincerely,
Marie Jones and Marvin Glotfelty

August 7, 2015

2311 North Killearn Way

Flagstaff, AZ 86004

Community Development

211 West Aspen Avenue

Flagstaff, AZ 86001

Attention: Brian Kulina, Planning & Development Manager

Dear Mr. Kulina,

I am writing to you as a concerned citizen on the proposed five story (670 beds) student housing/retail project planned for Mikes Pike/Phoenix. Not only will this be intrusive on a low key, quaint community that exists presently but the traffic that it will create in that area will be a nightmare. I see plenty of existing housing complexes which students can rent in Flagstaff. Maybe consider this project for another side of town where traffic can flow and be accommodated with one of our major arteries to the university area. The zoning code for this proposed project is contradictory to a five story building. It would not be harmonious or congenial combination to the low rise structures in this quiet neighborhood. Adding possibly 670 people that would be housed in this project would create a traffic congestion that would not be in balance with the existing limited streets for vehicles to travel on.

Please decline and consider other locations in the community that possibly the developer can beautify those much needed neighborhoods over by Sunnyside/off Route 66 by First Street or Greenlaw areas. Some of these sections have two/three story buildings. This high rise structure can fit in better amongst those areas where there is less traffic flowing at peak times to Route 66/Route 40. Have the developer conduct a traffic evaluation from a reputable firm on what 670 cars can do for an area.

Thank you for this opportunity to express my opinion on this matter.

Very truly yours,

Soraya Padilla

Soraya A. Padilla

Community Development

211 West Aspen Ave.

Flagstaff 86001

To Brian Kulina,

Hello, I would like to express my opinion about the five-story student housing/retail project plan for Mike's Pike. I have lived in this neighborhood for 3 years now. I believe this kind of development is a very bad idea for this neighborhood. This is a very dense building for an area that already has trouble sustaining existing traffic, buses and parking etc. I am not opposed to some sort of development. This one is way too big for this area.

Thank you,

Larry Czaniecki

PO Box 45

Flagstaff, Arizona 86002

Brian Kulina

From: Mark Sawyers
Sent: Monday, January 04, 2016 9:11 AM
To: Brian Kulina
Subject: FW: "The Hub" is not appropriate for Southside

Follow Up Flag: Follow up
Flag Status: Completed

fyi

From: Mark Landsiedel
Sent: Monday, December 28, 2015 10:56 AM
To: Daniel Folke; Mark Sawyers
Subject: FW: "The Hub" is not appropriate for Southside

FYI

From: Barbara Goodrich
Sent: Monday, December 21, 2015 2:23 PM
To: Mark Landsiedel
Subject: FW: "The Hub" is not appropriate for Southside

The first one I've seen lately – I won't send every one, but I'll let you know if the volume picks up.....

From: Andrew Gould [mailto:gould226@hotmail.com]
Sent: Monday, December 21, 2015 2:00 PM
To: Council Mailbox <council@flagstaffaz.gov>
Cc: Mayor and Council <MayorCouncil@flagstaffaz.gov>
Subject: "The Hub" is not appropriate for Southside

Dear City Council Member,
I hope you are taking a well-deserved vacation as I write this. When you return to work I urge you to table any further action on 'The Hub' proposed for Southside by Mikes Pike and Phoenix. It is totally out of scale for the neighborhood. I urge the council to develop a plan for such high-occupancy student housing developments in the future.

Thank you,
Andrew Gould
2458 N Earle Drive
Flagstaff, AZ 86004

Sunday, January 3, 2016

Flagstaff Planning and Zoning
211 W. Aspen St.
Flagstaff, AZ

Mimi Murov
Tom Brownold
801 W. Summit Ave
Flagstaff, AZ. 86001

Dear P&Z Commission,

My husband and I have been residents of Flagstaff since 1976. I am also an NAU graduate. I urge you to deny Core Campus the amendments to zoning that they are requesting. I do not believe that their proposed development adds anything of value to the Mikes Pike neighborhood or to currently existing businesses in the area. This proposal will exacerbate an existing parking problem and will increase traffic congestion which will have negative impacts on businesses and residents from Beaver Street to Milton Rd. and from Butler to Phoenix Ave.

At a neighborhood meeting sponsored by the developer, one of the speakers reported that studies show that anywhere from 40-60% of occupants of these types of developments will bring an automobile with them. Core Campus reports that their development allows for only 30% of occupants to have a place to park their vehicle. They propose as a theory that they are hoping the development will cater to students who will walk, bike, and/or use mass transit. Since ADOT will not allow an entrance to the building on Milton Rd., all traffic must enter/exit on Mikes Pike. Mikes Pike and Phoenix Ave. are not conducive to this kind of traffic, it is not appropriate for a neighborhood, and I honestly believe Mountain Line could be thrown off schedule by the congestion caused with the increased number of cars but decreased amount of parking. I also believe that Phoenix Street may become an ice sheet in the winter due to a multi-story building on its south side shading the street. This would also create a traffic hazard for Mountain Line.

I do not believe that we as a city should be responsible for catering to developers who are catering to the needs of NAU. The current zoning for the proposed area could be maintained, though as I've said, I think an icy Phoenix Ave in the winter will create a hazard for our mass transit hub. If the city wants to restore Mikes Pike to its earlier commercial status when it was Rt. 66, why doesn't the city seek a development that would split the upper levels between apartments, offices for local businesses/organizations or government/school district entities. Downtown locations are highly prized by our local citizens and businesses. I believe Flagstaffians would be more appreciative of the close proximity of our mass transit system than students. Core Campus has no concern for the residents or business owners of this unique location. There is no guarantee that they will maintain ownership of the development. They report that they will "manage" their residents and evict those out of compliance. In reality they have no control over what a resident does once they are off the property and in the neighborhood....try to imagine 664 (the number of beds they propose) students reeling home from Tequila Sunrise, a frat party or football game, or just a regular weekend night on the town.

We live just off of West Sante Fe on Summit Street and are often awoken on weekend nights by just a few drunk students walking/yelling down the street at 1am. Multiply that by a 100 or more and you have a major disturbance of the peace on a regular basis. I would prefer our local police department to be more readily available to respond to real crimes and public safety issues than having to herd these disturbers back home.

Thank you for all of your service and for consideration of the above.

Sincerely,
Mimi Murov and Tom Brownold

Mimi Murov & Tom Brownold

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City of Flagstaff Planning and Zoning Commission will hold a Public Hearing on, January 13, 2016 at 4:00 p.m. to consider the following:

1. A Conditional Use Permit request from Core Campus LLC to establish the **Rooming and Boarding** use as part of a 99 dwelling unit/acre mixed use development consisting of 236 dwelling units (334 beds) and 14,096 square feet of commercial uses on approximately 2.39 acres located at 17 S Mikes Pike.
2. A Conditional Use Permit request from Core Campy LLC to permit **93% lot coverage** within the T5 Main Street transect as part of a 99 dwelling unit/acre mixed use development consisting of 236 dwelling units (334 beds) and 14,096 square feet of commercial uses on approximately 2.39 acres located at 17 S Mikes Pike.

Interested persons may file comments in writing regarding the requested permits or be heard at the hearing date herein set forth. Additional information is available at the City Development Services Division, 211 West Aspen Avenue, Flagstaff, Arizona.

All Planning and Zoning Commission meetings are held in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.

Daniel Folke
Secretary, Planning and Zoning Commission

Mailed On: December 28, 2015

For Information Contact:
Brian Kulina at (928) 213-2613 or via e-mail at bkulina@flagstaffaz.gov

Dear Brian: I cannot make this meeting
Vote: AGAINST THIS
Not in keeping with the Area

Fawool May

Brian Kulina

From: Roberta Motter <rbmotter@gmail.com>
Sent: Tuesday, January 05, 2016 6:57 PM
To: Brian Kulina
Subject: Comment on "HUB"

Dear Brian,

Please add my to the comments in opposition of approval of the 2 Core Campus CUP requests:

I can repeat all of the problems already voiced associated with the proposed project (human congestion, traffic, parking, noise, design that doesn't conform to the neighborhood) but here I would like to add another perspective.

Viewscape. From my living room on the south side of Mars Hill, I have watched the landscape of Flagstaff morph over the past 23 years. One of the first eyesores to be built was the Barnes and Noble building. Then campus exploded with tall buildings of odd design. I can still see Granny's Closet and the Church of Guadalupe steeple from my home. These are Flagstaff landmarks. Should we obscure these with a high rise design that will cast dark and icy winter shadows on Phoenix Ave and change the view on Mike's Pike? I don't think so. This project is way too large in density and doesn't belong where it is proposed.

I have attended community meetings. The developer doesn't listen to or seem to register the publics' objections. Your P&Z board can vote against these permits, and I urge you to do so.

Thank you,

Roberta Motter

Community Development

211 W Aspen Ave.

Flagstaff, AZ 86001

Attn: Brian Kulina

Cc: Karl Eberhard, Roger Eastman, Jerry Nabours, Celia Barotz, Karla Brewster, Coral Evans, Jeff Oravits, Scott Overton, Eva Putzova.

I am writing to you to regarding the Core Campus Development that is being proposed for the Mike's Pike/Phoenix Avenue/Milton Avenue location. Regarding the public hearing scheduled on January 13, 2016: I am NOT in favor of the Zoning Map Amendment to allow Core Campus to develop a 99 dwelling unit/acre student housing building. I am also NOT in favor of granting Core Campus LLC Conditional Use Permits for Rooming and Boarding Use and for 93% lot coverage within the T5 Main Street transect on 2.39 acres located at 17 Mike's Pike

Referring to Chapter 10-80 of the Flagstaff Zoning Code, this project does not fit the definition of "compatibility". It is not harmonious, agreeable, or congenial with the neighborhood. It is not using similar design principles, it does not complement the characteristics of context and cohesiveness, and it is definitely not "unobtrusive in terms of the overall patterns of development, scale and continuity".

I am a Southside resident and I walk in the Mike's Pike neighborhood daily. In terms of scale, there is a dramatic contrast between the Mike's Pike neighborhood and Aspen Place/ Sawmill, where there is now a 5 story housing structure with retail on the lower level. Everyone who has attended the community meetings for the Mike's Pike project does not want to see downtown Flagstaff turn into what Aspen Place/Sawmill looks like. Any proposed structure which is 5 stories tall is going to be ridiculously out of scale compared to the surrounding structures in the Mike's Pike area.

From downtown Flagstaff, there have always been vistas of the Peaks to the north, of Mars Hill to the west, and of Anderson Mesa/ Walnut Canyon area to the south. These vistas of our surrounding topography add to the character and beauty of Flagstaff. Large 5 story structures such as the one proposed and the one existing at Aspen Place obstruct these vistas and diminish the aesthetic qualities of our town. If the proposed project were 3 stories or less, I would be more likely to support it, depending on materials chosen and overall design.

I believe this project should also be reviewed by the Traffic Commission, as it seems it will highly impact the surrounding streets – Phoenix and Mike's Pike in particular. These are narrow,

neighborhood streets that are already being pushed to capacity with the Bus transfer station traffic.

The developers are hoping that less students will bring their vehicles to this new housing project. I do not see that happening based on my experience as a southside resident. When classes are in session, the Southside neighborhood is full of students' parked cars. During semester breaks, very few vehicles are on the streets. It is obvious to anyone living in the Southside neigborhood that NAU students bring their vehicles with them to Flagstaff. How will the proposed 197 parking spots (they mentioned that 30 will be reserved for the 10,000 sq ft. of retail) serve the needs of 670 beds? Adding more bicycles and pedestrians to the neighborhood who will now be crossing Butler in large numbers will also affect traffic there, and doesn't seem like a safe suggestion. Perhaps if they build a pedestrian overpass, and not with taxpayer money.

The Southside is an eclectic neighborhood. It does house many students, but there are also families that have been here for generations. Most of the residences are single or two story. It's a neighborhood that's already at risk because of individual student condo's that are popping up with regularity, or other apartment buildings meant for second home buyers. I hope that the City of Flagstaff, and the residents of this town will consider what is truly compatible with the structures and neighborhood surrounding the proposed area and not allow the Southside to completely succumb to rampant development.

Thank you for your time. If you have any questions, feel free to contact me.

Karen Carswell

114 E. Dupont Ave.

Flagstaff, AZ 86001

kcars@hotmail.com

928-606-0453

Brian Kulina

From: Betsy Hager <betsy.nrcs@gmail.com>
Sent: Friday, January 08, 2016 11:17 AM
To: Brian Kulina
Subject: P&Z hearing Jan. 13

Follow Up Flag: Follow up
Flag Status: Flagged

We would like to give our support of both CUP requests from Core Campus LLC regarding the area located at 17 S. Mikes Pike. We feel this project is a good use of the land area and a welcome relief for students looking for housing.

Betsy and Tyler Hager
411 W. Aspen Ave.
Flagstaff, AZ 86001

Brian Kulina

From: Mark Sawyers
Sent: Friday, January 08, 2016 1:06 PM
To: Brian Kulina
Subject: FW: HUB Zoning Case

Follow Up Flag: Follow up
Flag Status: Flagged

From: kenberkhoff@gmail.com [mailto:kenberkhoff@gmail.com] **On Behalf Of** Ken Berkhoff
Sent: Friday, January 08, 2016 12:57 PM
To: Mark Sawyers
Subject: HUB Zoning Case

Mark,

Hope all is well.

I am writing you in support of the HUB Student Housing Project on Mikes Pike.

This zoning case is justified for many different reasons, I think we are on the same page with many of the positive aspects on this project and the zoning case specifically.

Appreciate your support of this project and continuing to help with bringing quality projects to our community.

As NAU continues to grow, and becomes an even stronger major economic driver for our community, we need to support them where it is appropriate.

Thank you.....

--
Ken Berkhoff, "Land Man", Owner/Broker
1st Brokers Realty-Commercial Specialists
"Home of 1st Class Service"
1500 E. Cedar Ave.
Suite 86-B
Flagstaff, AZ 86004
Cell: 928-606-0800
Fax: 888-500-0310
www.1stBrokersRealty.com

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please promptly delete this message and notify the sender of the delivery error by e-mail or you may call the 1st Brokers Realty office in Flagstaff, Arizona, U.S.A at (+1) (928)-606-0800.

Brian Kulina

From: Nat White <white@lowell.edu>
Sent: Wednesday, January 13, 2016 3:34 PM
To: Brian Kulina
Subject: HUB
Attachments: Hub Core Campus.docx

Follow Up Flag: Follow up
Flag Status: Completed

Hi,

Here are some rough thoughts I am sending to staff.

Nat

P&Z and Staff, Wednesday, January 13, 2016

After attending one of the public 'HUB' meetings, these are the notes I took from the point of view if I had to make the recommendation followed by comments.

- This is a business deal between Core campus and the people of Flagstaff. Staff, P&Z, and Council represent the people with the purpose of supporting what the regional plan and various other documents spell out including Vision 2020 and various surveys.
- Core, appropriately, sees this as a way to make money by filling a need.
- This particular business decision between Core and the people of Flagstaff should reflect lessons from similar projects. It may set the standard for future projects, that is, high, low or medium standard. This not a single focused decision but part of the evolution of Flagstaff.
- Therefore, we need to be cautious in the approach and set conditions conservatively with the public, long term impacts and costs to the neighborhood and tax payers in mind. We have this one chance because Core's optimal business plan requires some use changes or variations from the city plan.

Concerns brought up in the public outreach with some of my own thoughts.

Traffic and particularly parking was one of the biggest concerns. Core said they are meeting the requirements which is less parking than units and will set rules and monitor the potential problem. Folks felt those were words with no external enforcement and Core admitted if the property sold the rules could be different.

Encroachment and lack of enforcement of NAU workday parking in the neighborhood is currently a problem and this would make it worse.

Hub would be the beginning of the demise of the neighborhood and there was no south side plan. They see this as a piecemeal approach with no long term planning other than high level transect type planning, a concept hard for the average person to understand in terms of impact.

If Core's hope is to encourage pedestrian traffic over car, why aren't they partnering in implementing rights of way and other encouraging pedestrian facilities?

Looks are in the eye of the beholder, but building heights permanently affect view sheds and the town image especially in this location.

Here are some of my thoughts/comments:

Traffic- no left turns on to Milton from Phoenix or off of Milton to Phoenix except for City busses. Traffic designs should be such that Phoenix, Beaver, and Humphreys are the main auto route to and from Campus rather than weaving through residential areas. That may have traffic control costs. Who pays and how does that affect the current traffic circulation and businesses?

The only sure way to mitigate parking problems is to have enough parking for all units. Parking requirements maybe based on a set of city rules, but a set of rules may not meet the needs of special circumstances and locations. Core's good faith approach is to make their own 'house' rules which new owners can change and is a step away from city control.

Transect zoning is too course when it effects old neighborhoods. That requires more detailed planning. Therefore, a request to change the zoning in itself begins a piecemeal planning process of the south side.

Pedestrian/bike encouragement requires forethought and facilities. For example, there is no pedestrian access under the east side of the underpass and no way to cross if the destination is the library, Wheeler or Thorpe Park. The railroad bridge is being used illegally for that access even now and will probably be used more.

Phoenix between Milton and Mikes Pike will be shaded most of the winter because of building heights causing a danger and a maintenance problem for pedestrians, bikes, and motorized vehicles not much different than downtown Aspen St..

Building height and minimal set back will change the Milton view shed and city image and will also delay sun exposure of the sidewalk and road till well after noon in the winter.

I submitted these comments with the idea of being useful in considering opportunities and impacts.

Nat White

Brian Kulina

From: Mark Sawyers
Sent: Thursday, January 14, 2016 8:58 AM
To: Brian Kulina
Subject: FW: The hub

Follow Up Flag: Follow up
Flag Status: Completed

fyf

-----Original Message-----
From: Joseph Walka [mailto:joseph.walka@nau.edu]
Sent: Wednesday, January 13, 2016 6:07 PM
To: Mark Sawyers
Subject: The hub

As a former P and Z member, I would vote against the Hub as currently proposed. The parking for the project is insufficient in an area of high density population. Inadequate attention is being paid to traffic issues as we consider various proposed projects.
Joseph J. Walka
613 W. Cherry Ave.

Sent from my iPad

Brian Kulina

From: Duffie Westheimer <dwestheimer@gmail.com>
Sent: Friday, January 15, 2016 9:59 AM
To: Daniel Folke; Brian Kulina
Subject: important forgotten info

Follow Up Flag: Follow up
Flag Status: Completed

Greetings Dan and Brian,
In my Commission meeting comments the other evening I forgot to make this very important point that I'd like included in the record as another reason the Hub or any similar development is bad for Flagstaff.

As a cyclist for more than 40 years --touring, commuting as well as recreational riding in many parts of the world-- I have seen bicycling in the US *wax and wain in popularity* *a few times*.

The point is that although *some* students may like to ride a bicycle these days it would be irresponsible to believe that in ten years, if not in five years, they will still want to ride. Americans love cars more than bikes and probably always will. To base development on the idea that students won't have cars (especially if they can afford luxury dorms) is naive at best. That assumption is only a profit windfall for the developer that makes problems for Flagstaff residents and sucks up COF resources dealing with the resulting problems.

Making it difficult to have a car will not eliminate Americans having and using cars.

I think I said this the other evening but it is worth repeating, more traffic on the roads does not make bicycle use increase. Most people do not have the skills and or confidence to ride with traffic, even with a bike lane--bike lanes are a problem at every turn--literally.

Also people need to get across town and Butler, as an example, is really not safe to ride on when we have snow/ice/cinders, etc. piled up on the right side of the road--pushing bikes in and out of traffic. (We have only one car so I ride it anyway but when I have to take the dogs to the vet which I do with a trailer this is a serious problem. Even if riding on the sidewalk is illegal it is not even an option because they are covered in uneven snow.

In short, as Flag has grown over the past 35 years I've lived and ridden here, **riding has not gotten better because the amount of traffic has outpaced the available space, moves faster and bikes are always considered second-class users on the road.**

I hope these comments are taken into consideration.
Thanks for your time.
--Duffie Westheimer

On Thu, Jan 14, 2016 at 4:02 PM, Daniel Folke <DFolke@flagstaffaz.gov> wrote:

Duffie,

I know Brian replied to you on Monday morning. Please let me know if you are unable to get his reply and attachments.

Regards.

Dan Folke

Planning Director

City of Flagstaff

928-213-2630

From: Brian Kulina
Sent: Thursday, January 14, 2016 2:00 PM
To: 'duffie@westheimers.net' <duffie@westheimers.net>; 'dwestheimer@gmail.com' <dwestheimer@gmail.com>
Cc: Mark Landsiedel <MLandsiedel@flagstaffaz.gov>; Daniel Folke <DFolke@flagstaffaz.gov>; Mark Sawyers <msawyers@flagstaffaz.gov>; Brian Kulina <BKulina@flagstaffaz.gov>
Subject: RE: well?

Ms. Westheimer -

I received your e-mail and I provided a response. A copy of the responding e-mail is attached for reference. Perhaps the size of some of the attachments caused it to be automatically sent to you bulk mail folder. If that was not the case, I apologize for you not receiving the response in a timely manner.

Brian J Kulina, AICP

Planning Development Manager

P: (928) 213-2613 | F: (928) 213-2089

From: Duffie Westheimer [mailto:dwestheimer@gmail.com]
Sent: Thursday, January 14, 2016 1:39 PM
To: Brian Kulina
Subject: well?

Mr. Kulina,

I sent an email that would have been in your "box" Monday morning with ten questions relating to zoning in general and the Hub in particular. Those were not rhetorical questions. Will you be sending answers, as requested?

Please let me know.

Thank you,

Duffie Westheimer

--

Lots of new Lanamals! Look here: http://www.lanamals.com

Brian Kulina

From: Diana Thorson <thorsond@commspeed.net>
Sent: Thursday, January 14, 2016 5:35 PM
To: Brian Kulina
Subject: My unspoken words (and more)
Attachments: Di on The Hub.docx

Ms. Diana Thorson
4521 E. Flintwood Ln.
Flagstaff, AZ 86004

January 13, 2016

Mr. Brian Kulina, AICP
Planning Development Manager
Planning & Development Services
211 West Aspen Ave.
Flagstaff, AZ 86001

RE: 17 S. Mike's Pike (The Hub)

Dear Mr. Kulina,
Thank you to you and your committee for your efforts to listen to the concerns of the **citizens** of Flagstaff. I stayed the full 3 hours at the hearing as Richard, whose letter you referred to in your opening remarks, is quite ill. I wanted to listen to others so I wouldn't be redundant if I got the chance to speak, thus time ran out before my name was called. I actually came away with issues to which no one referred. A great deal can be learned by looking at HISTORY. We moved here from Chicago to get away from the urban sprawl. It takes control of your life, more than technology. (Could the developers have a different idea of what a small historic town should look like?)

We have lived here 32 years and owned a business in the MacMillan Bldg. until the downtown parking issue in 1984 was "solved" by building the Flagstaff Mall, pulling business away from downtown and forced us to close in 1986. The new City Hall had not even been built yet. I worked for the Sheriff's Office in the jail in the 1990's. I often had to park up the hill in the neighborhoods, including in front of Babbitt's home. (County Building doesn't even have enough parking for the employees, never mind for those who need to do business there). When I taught at S. Beaver School, I often found myself unable to leave as a student parked behind my car.[1] THE ISSUE HAS BEEN HERE FOR A VERY LONG TIME. Your predecessors as far back as that and longer did not take care of business then; it is now a major crisis and up to you to make better unbiased decisions based on what **the public** is saying (Out-of-state dollars vs. preserving our heritage.) The city and library lots are barely adequate putting the burden on that historic neighborhood. **There is just no question that the proposed Core Campus Development will be the breaking point of the Downtown tourist area, to which tourists have come to experience. If you approve this, it will never go away. Tourists will cease to find Flagstaff charming. Look at Riordan Mansion, our hidden treasure barely surviving. We must be better stewards of our past. The only "winner" here is Core. Whatever dollars the city would collect in taxes would be eaten up by ancillary services—maintenance of the area, policing, traffic control, trash, recycle, etc. House students on campus and NAU would be providing those services (student jobs?) but retail would still benefit.**

I learned much tonight: there are issues that conflict with reality trickling out of the larger issues. Many were mentioned, some were not.

How is it legal to allow this private enterprise to have dedicated on-street parking overnight when, by Ordinance, October to April there is no on-street parking?

We have always lived on the East side. How is it equitable for those living in the historic neighborhoods to have required paid permit parking and we do not? The South side residents didn't cause the problem.

Core Campus Development is in the business of building housing for STUDENTS. Don't be fooled by their false "intention" to recruit families (limiting cars). If they followed through with that emphasis, we'd have to reclaim S. Beaver School, another casualty of NAU sprawl.

Regarding Core's commitment to "policing and informed student expectations" is a false reality. There was an Eviction Clinic this very day at the Courthouse. Eviction is a nearly impossible resolution for bad behavior as the AZ Revised Statutes favor the renter, not the landlord. At best it can take 2 years or more, depending on the behavior. We know this from personal experience. Providing *Logical Consequences (1968, Dr. Rudolf Dreikurs[2])* for bad student behavior is the college's job. Strong action can only improve the quality of the character of the college student population.

Someone needs to take a stand regarding the extent to which we are going to let students define what Flagstaff is. It might as well be you and better now than later. You can see by the proportion of opponents to advocates you will be very popular if you choose to be defined by our history and natural beauty rather than a college campus. The two venues should be distinct where both students and residents can enjoy the cosmopolitan atmosphere a university provides without destroying the uniqueness of our historical roots and natural environment. The Land Grant College System (Morrill Act) did that for us in the 1860's.

Take the lead and encourage the formation of a committee to lobby the Board of Regents to take responsibility. There is enough bad publicity about college students to go around.

- Has their mandate to increase student population by 10,000 been examined closely enough to know that this community's infrastructure can support that density?
- Nearly all college students are not mature adults. Take a trip to University Surplus and see the damage they do to government property. They need to live on the state land as wards of the college.
- By taking on The Hub, we are enabling the Board of Regents to shirk their duty: to teach good behavior, responsible tenant practices and the respect as guests of our or any city. Academia must include life and social skills.
- Why can't Core Campus run their business as a concession ON STATE PROPERTY? Let them use the state's 80 acres. Tourists definitely are not coming to Flagstaff to mingle with college students.

Per the President of the Chamber of Commerce, it would be interesting to hear from a realtor as to whether The Hub might inflate or decrease property values in the downtown corridor. Certainly, when Internet education takes the lead, Flagstaff will be left with a mighty big, vacant eyesore.

Milton Road is a U.S. Highway, all the way to Rt. 64. They have no obligation to assist the city with the gridlock of traffic from I-40 to the Nordic Center. We are in this alone to control the traffic. The voters missed their chance when they voted against the Ponderosa Parkway over MacMillan Mesa through a corner of Buffalo Park. Add The Hub to the mix and we will send skiers to the White Mountains.

I hope there are people on the committee who have visited other college towns and examined how the student populations are housed. Places like Ogden, UT; Williamsburg, VA; College Park, MD; Savannah, GA; Boston, MA; Denver, CO; Boulder, CO; Charlottesville, VA, etc. should be evaluated to determine the best and worst ways to expand. As a Land Grant College it should be a no-brainer. Use the land set aside for the college. I don't know what it is like now, but my husband and I both went to Southern Illinois University, joined a sorority and fraternity, living in a small group housing area, each with their own house, several miles from downtown Carbondale. We were taught how to respect our housing and the city, and underclassmen were not allowed to have cars unless they were commuters or handicapped. Somehow high behavior standards have been lost. We need to direct the responsibility to the appropriate entity. That is your daunting task, which starts with not only denying **this** code change, but by tightening code and building restrictions, especially adjacent to historic areas. The city buildings need to follow the same design conformity history has left us. Over and over I hear that the library should be the model for new structures. Is anyone listening? Sedona has sure shown the power of design control. We need a MUCH STRONGER Architectural Control Board as I, with design and architectural undergraduate training, see from proposals with other pending projects.

Sincerely,

Diana Thorson

Diana Thorson
(928) 526-4671

[1] Our son owns his home at the intersection of S. Verde and Ellory. The struggle to park on the street or in his driveway is a constant problem. This is "creative student parking" across Verde St. from his home, IN the Rio de Flag.

[2] Child & Family counselor, founder of the Adler Institute of Professional Psychology, Chicago, 1952-1972

Brian Kulina

From: Charlie Silver <cws720@gmail.com>
Sent: Friday, January 15, 2016 9:20 AM
To: Brian Kulina
Cc: Daniel Folke
Subject: Wednesday's P&Z meeting

Hello Brian and Dan,

Would you have a total tally to date of the "not in favor" and "in favor" comments received about the proposed Hub project. I am thinking this would include all the email comments to date as well as the public testimony from Wednesday's P&Z meeting too.

Thanks very much,
Charlie Silver
720 W. Aspen Ave.

Sent from my iPad

Brian Kulina

From: mimimurov <mmurov@qwestoffice.net>
Sent: Friday, January 15, 2016 3:36 PM
To: Brian Kulina
Subject: Core Campus

Follow Up Flag: Follow up
Flag Status: Completed

Dear P&Z,

I recently sent an email concerning The Hub by Core Campus. I attended the P&Z meeting on Jan 14. I appreciated that you mentioned the received emails in this meeting and I appreciate the extra amount of time you allotted to public input. During the presentation by Core Campus I understood them to say that there would be only one entry/exit to the upper apartments. Did I hear this correctly? If so don't you find that to be a safety hazard in case of fire or other emergency?

Again thank you for your thoughtful consideration in hearing the public input. I hope you will deny the CUP and change in zoning for reasons mentioned in my previous email as well as those mentioned at the Jan 14 meeting.

Sincerely,
Mimi Murov

Brian Kulina

From: Jerry Johnson <jljohnson820@juno.com>
Sent: Sunday, January 17, 2016 7:51 PM
To: Brian Kulina
Cc: Daniel Folke
Subject: The Hub

Follow Up Flag: Follow up
Flag Status: Completed

Hello,

I attended the last P&Z meeting about the Hub. I did not speak or give a written comment at the meeting, but would like to do so now. I am totally opposed to the Hub. It is inappropriate for Flagstaff and would be the beginning of the ruin of downtown Flagstaff. The lack of available parking can not be overlooked. Student housing belongs on campus where NAU can control the associated problems. NAU has a hundred acres of undeveloped land. Build the student housing there, not in the heart of the city.

Jerry Johnson

Sent from my iPad

Brian Kulina

From: Victoria Vanpuyvelde <vcv5@nau.edu>
Sent: Monday, January 18, 2016 10:54 AM
To: Brian Kulina
Subject: The hub

Follow Up Flag: Follow up
Flag Status: Completed

Hi Brian,

My name is Victoria and I am aware that you are keeping a tally of those in or not in support of the Hub on Mike's Pike. If possible, I would like you to add me to the "not in support" list. I do not support the building of this project.

I have lived in Flagstaff for 6 years now and I cherish this community. I have grown into myself here, and I feel that the community and the overall vibe of Flagstaff has helped contribute to my growth as a young adult. I live at 205 South Beaver Street and I believe that if this building goes up, it will significantly decrease the value, astethic value, and overall feel of my neighborhood. I do not support this and want you (or someone) to hear my voice.

Thank you for your time.

Best,
Victoria VanPuyvelde

Brian Kulina

From: Becky Cardiff
Sent: Tuesday, January 19, 2016 7:53 AM
To: Brian Kulina
Subject: FW: The HUB
Attachments: HUB CUP deny letter final.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Can you include this in your next packet to P&Z?

Becky Cardiff
Development Services Supervisor
City of Flagstaff
211 W Aspen
Flagstaff, AZ 86001
Phone-928-213-2618
Fax-928-213-2609

From: Rob T. Construction, Inc/ Robert Trathnigg [mailto:RobTConstruction@commspeed.net]
Sent: Monday, January 18, 2016 9:46 AM
To: Becky Cardiff <bcardiff@flagstaffaz.gov>; Mark Sawyers <msawyers@flagstaffaz.gov>
Subject: The HUB

Hi Becky,
Please forward the attached letter to the Planning and Zoning commission members and enter it into public record.
Thanks
Rob

ROB T CONSTRUCTION, Inc.
Robert W. Trathnigg - President
2030 South Ash Lane, Flagstaff AZ 86004
(928) 607-6431 Phone
(928) 525-9700 Fax
robtconstruction@commspeed.net
Licensed, Bonded & Insured

This email has been sent from a virus-free computer protected by Avast.
www.avast.com

To: Flagstaff Planning and Zoning Commission, January 17, 2016

RE:PZ-15-00164 HUB CUP Request

I ask that the Planning and Zoning Commission deny core Campus's request to amend the Downtown Regulating Plan, and for a Conditional Use Permit (CUP) for the HUB.

I feel this project would be a **Visual Pollutant** and change the look and feel of the downtown area. It will also have a negative effect on parking availability in the downtown area. The Hub will be a major impact to the skyline from the surrounding area and very visible from the intersection at Route 66 and Milton ave. The developer has not provided elevations looking at The HUB, from the south. This one structure will change the look and feel of our walkable neighborhood from individual, separated buildings with varying setbacks from the sidewalk, to a 4/5 story monolithic structure, built to the sidewalk. It deletes the neighborhood feel and replaces it with a sprawling, high density, high rise structure.

It is important to note that the 7 parcels that make up the HUB Property were identified in the original Zoning Maps (Zoning map and Transect Zone Overlay Maps) for their value and best use with consideration of the existing structures and approved use(s) of the adjacent parcels. I do not think re-drawing the Zoning maps, based on the combined parcels, is appropriate.

The current CS zone states, "the development of residential uses in addition to commercial uses is encouraged in this Zone, provided **that residential uses are located above or behind the primary commercial service use**". (Flagstaff Zoning Code 10-40.30.040 Commercial Zones)

The current HC zone states, "the development of commercial uses in addition to residential uses is encouraged in the HC Zone to provide diversity in housing choices, provided that residential uses are located above or behind commercial buildings so that they are buffered from adjoining highway corridors. **The provisions of this Zone are also intended to provide for convenient, controlled access and parking, without increasing traffic burdens on the adjacent streets and highway**." (Flagstaff Zoning Code 10-40.30.040 Commercial Zones)

I feel it is also important to note that, under the current Zoning (CS and HC) the front, side, and rear setbacks, as well as, increased parking requirements and landscaping requirements would be major factors in regulating building size and overall lot coverage.

In addition, I do not think the HUB project should be considered for transect zoning, or any "form based" code applied to the property. The Flagstaff Zoning Code, Preamble, P .090, "Using the Flagstaff Transect" states in paragraph A, "The City- Guiding Principles, 1. **Preserve** and enhance **community character**; 2. Encourage **appropriately scaled infill and development**". The Hub does not meet this description.

The HUB does not meet the description of the transect zones standards as outlined in 10-40.40.10.010 "Purpose". This section describes transect zones as "optional" but does not describe them as zones applied to the properties they cover "By Right". The property/ project must meet the specific requirements of the transect zone to adopt the transect zone overlay.

The T4 Neighborhood 1 (T4N.1) standards describes the intent of this overlay zone as, "The primary intent is to reinforce established neighborhoods and to maintain neighborhood stability in walkable urban areas, while allowing such areas to evolve with the integration of **small building footprints and medium density building types. Appropriate building types might include bungalow courts, duplexes, and apartment complexes, which are typically smaller than those found in other zones**". (Flagstaff Zoning Code 10-40.40.070 T4 Neighborhood 1). It goes on to describe uses as, "homeowner offices and small neighborhood supporting uses, such as music classes and artist studios".

The HUB does not meet the requirements or description provided in the Flagstaff Zoning Code 10-40.40.070 T4 Neighborhood 1 Transect Zoning Standards. Please deny the CUP and rezoning request.

The T5 Main Street Standards states, "the primary intent of this zone is to reinforce the vitality of the downtown area adjacent to the core, to allow it to expand and evolve, and to **provide an appropriate transition into existing neighborhoods**." (Flagstaff Zoning Code 10-40.40.090 T5 Main Street Standards). I then goes on to state, "the Zone and sub-zone **are intended to preserve and build upon the existing pattern of development. New development, renovations, and additions should be in character and scale with existing valued patterns**." (Flagstaff Zoning Code 10-40.40.090 T5 Main Street Standards).

The HUB does not meet the requirements or description provided in the Flagstaff Zoning Code 10-40.40.090 T5 Main Street Transect Zoning Standards. Please deny the CUP and rezoning request.

The Hub is within a high density area as outlined in the Regional Plan. There is a great example of a property that meets this recommendation, falls within the neighborhood standards and character, and meets the existing Zoning Code requirements at the corner of W Santa Fe and Sitgreves ave, across the street from the city hall parking lot (to the west).

Again, I request that the Planning and Zoning Commission deny Core Campus's request to amend the Downtown Regulating Plan, and for a Conditional Use Permit (CUP) for the HUB.

This property can be developed according to the standards outlined in the Zoning Code and Regional Plan, without applying the Transect Overlay Zones. Again, please deny the request to amend the Downtown Regulating Plan, and for a Conditional Use Permit (CUP) for the HUB.

I own the property at 12 South Mikes Pike - corner of Mikes Pike and West Phoenix. If the HUB is built, I will benefit financially with increased rents and increased property value. However, the Downtown area I have worked to revitalize will not, the City I am raising my family in will not, and I feel that outweighs any personal gains I may realize.

Thank you,

Sincerely,

Robert W Trathnigg

2030 S Ash Ln

Flagstaff, AZ 86004

January 20, 2016

To: Planning and Zoning Committee
RE:PZ-15-00164 HUB CUP Request

As a long time resident of Flagstaff, as well as a graduate of NAU, I ask that that the CUP be for The Hub be denied. While attending NAU I lived on Mikes Pike and witnessed the traffic and parking problems first hand. For example, 2 separate accidents occurred to cars backing out of the driveway where I lived. The traffic turning onto Cottage was not visible to the driveway. Both times, the fault was attributed to the person backing out. It became necessary that a person stand at the corner of Mikes Pike and Cottage to prevent accidents. The buses only add to the existing problem. Many others in the neighborhood experience similar problems due to the congestion in the area. Parking for those working in the area was also scarce. It was necessary for a few of my friends to park in my driveway in order to find a spot. The Hub will only increase this problem for those living in the Southside.

I am currently finishing graduate school at UofA and living in the neighborhood opposite The Hub located in Tucson. The character of the neighborhood is dominated by the large structures nearby. For this reason alone, I feel The Hub should not allowed in it's current monolithic form.

I look forward to returning to Flagstaff in May and working as a Nurse Practitioner. I feel of the heart of Flagstaff would be destroyed by a student housing project smack in the middle of what I consider downtown. I watched the Southside neighborhood be revitalized while living there and recognize that this is a very important step in the building of the community and the character that is there should be maintained.

I have been keeping abreast of the development through the Daily Sun online. Please deny The Hub the benefit of the CUP. Let the development of the area be led by projects more in keeping with the feel and character of Flagstaff.

Lezah Huff 3221 N Jackrabbit Lane Flagstaff, AZ (permanent Flagstaff address

Lezah Huff

Brian Kulina

From: Walter Salas-Humara <walter@waltersdogs.com>
Sent: Tuesday, January 26, 2016 9:54 AM
To: Brian Kulina; Mark Sawyers
Subject: The HUB

Follow Up Flag: Follow up
Flag Status: Completed

Hello Council Members,

I have my art studio across the street from the proposed HUB site and have followed the progress and gone to many meetings including the recent zoning hearing.

I'm not against a denser urban core for Flagstaff. It makes perfect sense on may levels - a walkable, livable, lively, and more European style community.
This will be very attractive for visitors and residents alike. To achieve this, you, the city planners, will have to be very careful about the architecture and the use of the new buildings that will eventually dominate the downtown area.

I have been very disappointed in the HUB project. Given it's location, it will become the symbol of the new city of Flagstaff. It will be a very large signal of what Flagstaff will become. Let's have a forward looking project with amazing architecture that will incorporate all walks of life and all types of retail.
Let's not signal to future developers that we are OK with Flagstaff becoming a party town for students full of nothing but restaurants and bars with the inevitable parking problems, DUI's, drunks, fights, etc, etc.

Firstly, it's simply too large for the character of the neighborhood. Yes, I know it's within the city guidelines, but it's too large for the infrastructure of the area, especially the roads and parking.
Secondly, in order to comply with what they think the neighbors will accept, they have dumbed down their design to make it look just like every other faceless building project that signals mediocrity.
Thirdly, it's just gross that they plan to take advantage of the students, our neighborhood, and ultimately drive up rents, and drive normal folks out.

You are elected to protect the future of this awesome city and community.. Please do your job by denying the HUB this location and offering them an alternative location that is more appropriate for their development. A location where they don't have to dumb down their architecture and where the residents can have just as easy access to the University.

Thank you,
Walter Salas-Humara
100 Mikes Pike

Brian Kulina

From: Gisela Kluwin <gkluwin2@gmail.com>
Sent: Tuesday, January 26, 2016 6:08 PM
To: Mark Sawyers
Cc: Brian Kulina
Subject: The Hub

Dear Mr. Sawyer,

I attended the P&Z meeting concerning the Hub project on Jan 13, but neglected to turn in my blue comment card. I think it is very important to make my voice heard in regards to that controversial project, hence my email.
After listening to the developer's proposal and then trying to visualize that mega project in the space between Phoenix Avenue and Mike's Pike, my mind just shut down in horror, overwhelmed by the proposed size and occupancy numbers. I am also very disturbed by the low number of parking spaces built into the project. The proposed parking structure for 30% of the residents may fulfill the letter of the zoning requirements, but does not fit at all the actual neighborhood situation. There is NO PARKING available in the South side neighborhood aside from a very few unregulated spaces and a few 2hr spots. And when these are taken up by students, residents and visitors alike will be further frustrated and businesses will lose customers. Furthermore, the traffic flow in that tight neighborhood will become a nightmare, especially during the snow months, when Phoenix Ave becomes effectively a one lane street, and cars have to dodge buses which frequently enter and exit from the transfer center.
In summary, I think that the current Hub project is too big for the neighborhood, that there is insufficient allowance for in-house parking, and that traffic flow will be negatively impacted. I urge the P&Z commission to deny the rezoning request from T4 to T5 and to deny the request for a CUP.

Thank you for allowing me to comment on this project and to add my concerns to the many eloquent voices heard during the meeting.

Sincerely,
Gisela Kluwin
2333 N Fremont Blvd
Flagstaff, AZ 86001

Brian Kulina

From: Emily Ross <emross05@hotmail.com>
Sent: Tuesday, January 26, 2016 9:17 PM
To: Brian Kulina; Mark Sawyers
Subject: Can you please forward this to the Planning and Zoning Committee?

Dear Sir or Madam,

I am writing in regards to the proposed Hub that the planning and zoning commission has been considering on the corner of Mike's Pike and Phoenix, and am strongly urging you to reconsider!

I moved to Flagstaff ten years ago now, and I have lived in several homes in this specific area during that time. My memories are deeply rooted in this eclectic community which I feel is the heart and soul of the town's entire appeal. I understand the basic economics of growth, and have had exposure to the processes you go through regularly in attempt to grow Flagstaff in the correct manner, as I worked for the City of Flagstaff for several years.

However, I want you to consider how this may impact the renters, home and business owners, and even traffic! I recently purchased my first home in Sunnyside and am so proud to call Flagstaff my home. As a first time home buyer, the market was incredibly difficult for me to afford my own home. I was actually only able to put down roots because I won my home on a deal through the 'Good Neighbor Next Door Program.' I think I understand the need to cater to the growing community of NAU, but I wonder if the decision of location is the best. This area has a lot of potential for expansion in ways that enhance the cozy, quaint, yet still progressive and adventurous vibe that everyone loves. This is how the city has been marketed (with its 'passport stamp' feel), and I worry that all the new additions of high-rise buildings will detract from the image you are trying to project.

The proposed photo I see in the newspaper looks like Phoenix! This is fine, and I think several parts of Flagstaff in the NAU vicinity have a more modernized uptown, classy energy, which I truly appreciate, although it is a bit sterile. People like it! I think this location, however, needs to be protected from negative gentrification with generic high-rise buildings, and instead, should incorporate the space to foster more small businesses- stores and restaurants. This will easily bring in the same appeal as the New Frontiers lot has, and it will encourage incoming student groups to populate the already existing homes within the community. What's more, it will keep some of the home values in the neighborhood affordable so younger generations can afford to integrate after becoming educated here. I think the homes south of the tracks can really be revitalized, much like Sunnyside, to be affordable to a younger home-buying generation like myself.

As a young woman who has worked in numerous jobs within the community, I think the idea is good, but should just be relocated. I propose taking a look at some of the homes in the Lone Tree area. The size and location are wrong for this area, and moving the businesses onto Milton would project a weird image, and most likely destroy them in the long term. This road has high-traffic flow and lack of parking. As you are approaching the heart of Flagstaff's downtown, I do not feel a high rise building is the best introduction! Should a tall building need to go in there, it would be best used as a mixed use building, like a mall's appeal would present, with markets, businesses and eateries stacked on top of each other. Parking and student housing is more appropriate within campus or between the 2 colleges.

I always felt Flagstaff was holding on to an image that separated them from a 'big town feel' such as this initiative would project. Please hold true to this! It is why we make the nation's top 10 lists all the time!

Thank you for your consideration,

Emily Ross

440-241-9251

Emross05@hotmail.com

2521 North 3rd Street

Flagstaff, AZ 86004

Brian Kulina

From: Janelle A Gaun <jgaun@email.arizona.edu>
Sent: Tuesday, January 26, 2016 10:13 PM
To: Brian Kulina; Mark Sawyers
Subject: Opposition to The Hub zoning project

To Planning and Zoning Comissioners,

I am writing in adamant opposition to The Hub student housing development on mikes pike. I request that you share my email with all the Comissioners prior to the zoning hearing.

As a college student no one understands more than I do the desire for up to date rental properties close to retail and resturaunts. There is very little that students want more than easy access to everything in their immediate needs. But I also know that I am willing to ride my bike or drive just a few short miles to get the "feeling" that makes downtown Flagstaff such a desirable place to live. For the last several years I have been living in Tucson and that city too has been undergoing a revival of their downtown spaces. And like Flagstaff plans for a student development were well underway when I arrived. I quickly saw, against the better wishes of the neighborhoods around the retail streets, a huge development rise towering above the neighborhood. The area now suffers chronic parking shortages and the additional burden of an eyesore. Students choose not to live in the new development because modest, affordable housing is available a few miles away and within an easy comments to the area. Today the complex is decreasing the asthetic of the area as well as the value of the surrounding property because of its close proximity to such a large body of students and the noise and congestion they create.

As a resident, born and raised in Flagstaff I know the inherent value of the small, safe downtown. Those were the streets the ones that my parents brought me to to ride my bike on during the summers because they were free from excessive congestion and cars trying to park. As a preteen and teenager the downtown area was one place where I was swallowed to explore my freedom because of it had the perfect mix of family friendly (important to mom)? but modern and engaging (important to me). As a young adult Our Virgin of Guadalupe historic church provided solace and was a place of refuge for a grieving teen even though I am not a practicing Catholic. I stumbled into it because it was a calm neighborhood to walk into and the church was welcoming. I know, as a Flagstaff resident, that living away from downtown is not a barrier to spending time there. In fact, it's lure was the coupling of beautiful residential and historical areas with the upbeat retail sections.

You can be assured that even as a young adult I will not be visiting the region around Mukes Pike including Macy, fratellis, the breweries, the church, or many of our iconic restaurants if the Hub is built. Downtown flagstaff cannot handle the sheer density of people living in such close quarters while maintaining the integrity of the area. I am of course referencing recent student housing projects in Sawmill plaza and their extensive problems with crime, noise and crowding and that can otherwise be considered relatively benign in that they did not disturb established neighborhoods.

The Hub does not keep with the goals and culture of Flagstaffs downtown. It will only alientate one group of people in an attempt to access another that already enjoys the area anyways.

I fully support student housing. I fully support Flagstaffs growth. But I know that students will not stop spending time there just because they do not live there. This development will only destroy what already makes the area so great. Community, safety, history and accessibility.

I urge you to reject The Hub's proposal including their Conditinal Use Proposal.

I hope you consider my voice and my plea,

Janelle Gaun

Brian Kulina

From: Patrick T <patricktaylor333@gmail.com>
Sent: Tuesday, January 26, 2016 10:23 PM
To: Brian Kulina; Mark Sawyers
Subject: Opposition to the Hub Development

I oppose the development of the Hub on mikes pike. Flagstaff has grown immensely in the past 20 years but has still held on to its small town feel because its residents care about the community. With the introduction of other student housing developments in sawmill near the police dept. and other areas there was increased crime and general behavior that is not akin to what Flagstaff stands for. By introducing these student housing projects you are taking away from Flagstaffs community and turning it into another dime a dozen for profit college towns. Please do not allow these plans to move forward.

-Patrick Taylor, a citizen of Flagstaff for over 22 years

Brian Kulina

From: marymckell <marymckell@q.com>
Sent: Friday, January 29, 2016 10:56 AM
To: Brian Kulina
Subject: Fwd: the Hub

From: "marymckell"
To: bkulina@flagstaff.gov
Sent: Friday, January 29, 2016 8:34:08 AM
Subject: the Hub

Dear Brian,
I am writing against any rezoning for the Hub development.
I feel that this development is inappropriate for the proposed location. Possibly the developers could locate this proposed development in an area that will not have such a negative impact on the South side neighborhood or the downtown.
There were so many excellent arguments against the Hub stated at the Planning and Zoning meeting held on January 13, 2016.
It was obvious that the citizens of Flagstaff do not support this development and hopefully even the developers hear this message.

Thank you for your time,

Mary McKell
111 East Oak Ave #4
Flagstaff, Arizona 86001

1-29-15

To Staff and Commissioners

This letter contains information that has come to light to members of the community recently and is respectfully submitted. It is submitted by one person here but has been researched and co-written by many community members. Because of time, the signatures of those members are not included here, but will be sent in the next few days.

1. The Hub should not be considered for transect zoning.

A project may opt into transect zoning not simply by right, but only if **it meets all transect zoning standards**. The Hub does not meet all the standards for transect zoning or therefore qualify for any of the unique advantages associated with it, such as reduced parking requirements, as noted from Flagstaff's Zoning Code below:

Preamble P.090, Using the Flagstaff Transect:

A.1: Preserve and enhance community character;
A.2: Encourage appropriately scaled infill and development;
C.1: Build upon the reinforce the unique character of Flagstaff;
C.4: Ensure that architecture and landscape grow from local climate, history and building practice.

10-40.40.070 T4 Neighborhood 1 Standards, page 40.40-25

The primary intent of this zone is to reinforce established neighborhoods and to maintain neighborhood stability in walkable urban areas, while allowing such areas to evolve with the integration of small building footprints and medium density building types. Appropriate dwelling units might include bungalow courts, duplexes, and apartment houses, which are typically smaller than those found in other zones.

10-40.40.090 T5 Main Street Standards, page 40.40-37

The primary intent of this Zone is to reinforce the vitality of the downtown area adjacent to the core, to allow it to expand and evolve, and to revived an appropriate transition into existing neighborhoods.

The intent of the T5 Sub-Zone is to provide the appropriate form and scale for areas that are transitional between commercial and residential uses, and to allow the neighborhood commercial areas to expand as the market demand grows.

The Zone and Sub-Zone are intended to preserve and build upon the existing pattern of development. New development, renovations, and additions should be in character and scale with existing valued patterns.

Because of failure to meet the intent of transect zoning standards, the Zoning Map Amendment should legally be denied.

2. The zoning map amendment request should be denied.

If the project is not eligible for transect zoning, then the T4/T5 swap would of course not be an issue. Beyond that:

T4 zoning allows a maximum 3-1/5 story height and 60% lot coverage. This is needed along Mikes Pike as a buffer between the viable, existing, mixed use residential neighborhood and the property along the busy Milton Road. T5 zoning allows a maximum of 5 story and 80% lot coverage, too intense a use within the existing neighborhood, and belongs along Milton where it is currently designated.

The 3-1/2 story height limit in the zoning code is more in line with recommendations in the Southside 2005 specific plan, which is in turn referred to in the Regional Plan. This maximum building height is more appropriate to the historic, mixed use, pedestrian, residential neighborhood. Allowing 5 stories along Mikes Pike be a precedent that would dwarf existing structures and further encourage future development of this height on other lots along Mikes Pike and possibly eventually east into the neighborhood. This would create a false value based on height and density that would replace the existing value of the neighborhood as an up and coming arts district which is even now developing within current zoning rules and plan guidelines. Approving this zoning map amendment would in effect be a top-down decision to change the land use of the neighborhood which should be not permitted without significant public input and dialog and a change to official documents such as the Regional Plan. Staff in it's recommendations and the Commission in it's decision should consider the long term effect of this request, not just for the project itself and the ends it seeks to achieve, but to the neighborhood which is is committed to preserve and reinforce as per the Regional Plan.

Sections of the code referred to above in 1. can also be restated here as legal reasons why the zoning request amendment should be denied.

2a. Because the discussion of "form-based code" has been opened, the proposed form of the Hub should be discussed in particular. Although the Hub is called an apartment house by the developer—and a property owner can certainly call their building any whimsical name they like—the actual form it takes is much more similar to large hotels in Flagstaff such as the Drury and the Raddison than apartment houses in the downtown area. The definitions section of the zoning code, 10-80.20.010 defines an apartment house as:

Apartment house: A building type that is a medium-to-large sized structure that consists four to 12 side-by-side and/or stacked dwelling units, typically with one shared entry.

While the T5 section of the code allows a "courtyard apartment", the code does not define this building type.

But a review of the other "allowed building types" listed in T4—carriage house, single-family house, duplex, townhouse, bungalow court, live/work, and variations—imply smaller building types and variety in form. T4 uses the same list but adds in in commercial block, with of course a higher building type permitted. This building type is commonly seen in historic downtown Flagstaff and is presumed to constitute the "community character" that the Regional Plan, Southside Plan and Transect Zoning code section are referring when they encourage preservation of it. This is also the reason the majority of people who look at renderings of the Hub have the immediate reaction that it is "wrong" for the area.

3. The Room and Board Conditional Use Permit should be denied.

It is understood that the room and board permit provides functional ability for Core and the future owner of the property to follow their profit model better than renting by the unit, as well as to more easily evict the problem tenants their experience has shown them will certainly occur. However, since this project is proposed within an existing neighborhood rather than a more autonomous zone, it is inappropriate and should not be all granted.

The evidence both here in Flagstaff (see police reports about The Grove and other student housing projects) that rent by the bed, as well as those in other communities, including other Hub projects (see newspaper article about the Hub in Tucson that was submitted previously), is that there are unique problems associated with student housing projects that are not inherent in typical apartment houses. Add to that the much larger population of this particular project, and such problems are likely to be exacerbated. When dropped into an existing neighborhood, those problems become the neighborhood's problems, ones that can be solved only by police and security and can't be solved neighbor-to-neighbor any longer.

There is also an important question to be asked about the reputation of Hub projects in other communities (see the sampling of student reviews also submitted), whether their ability rent by the bed will create similar problems here in Flagstaff, and whether the room and board permit applied at this scale will create an undesirable project that will have to be accommodated by the neighborhood for the long term.

The property owner has stated that anyone who wants to can rent in the Hub, young professionals, graduate students—even families, as they said in the last public meeting to the community gathered there. This is again disingenuous, as young professionals, families and even graduate students are unlikely to rent by the bed. Core may want to use the term "multi-family" housing for the the benefits it provides to them. There is no law against their calling it "multi-family", an "apartment house" or even the Taj Mahal if they so desire, but that doesn't make it true.

In whatever form this building takes, it has better longevity and therefore value to the neighborhood if it is not limited in it's use to students, as the room and board permit would do.

4. Increased density for this project should be denied.

The density that would be achieved by this project depends upon the transect zoning conditions having been fully met, which they haven't, followed by the two uses being switched. If a project that didn't use transect zoning were submitted for conditional use permit to increase the density to "the most dense/intense building in the city" in this existing historic neighborhood, it would be inappropriate to grant permission for it.

Transect zoning and the advantages it offers is based on the idea of an exchange between the community and the project—the project can benefit from existing, mature infrastructure and in return offers something. This project takes advantage of a theoretical parking infrastructure which doesn't really exist, turns within to a large internal courtyard area for renters only, and claims that by offering some commercial property to Mikes Pike (which will most likely be leased by business that cater to the students within), there is an equal exchange. We dispute this.

Conclusion:

Given staff's concerns about the appropriateness of this project for the proposed location (as opposed to similar projects in other non-neighborhood locations), we are very puzzled about why they are recommending it to the Commission, even with the minor height changes they include in the recommendation. It is clear that Flagstaff Regional Plan: Place Matters, is a decision guiding document as stated in Section III-4, How This Plan Works that is:

"used in the regulatory decision-making process by the City Planning and Zoning Commission, City Council, and City staff. The Commission and the Council are responsible for making development decisions such as zoning map amendments or annexations approval of which depends on whether the proposed changes or projects are consistent with the Plan's goals and policies."

As citizens who are reacting to this project, we have been encouraged to involve ourselves in changing the rules and and writing a new Southside specific plan and thereby strengthen our ability to prevent projects like this one that will forever change our existing historic neighborhoods and halt the progress they have made in the last few years. We will certainly do this, but how can we be sure such action will in fact provide any more protection if staff, Commission and Council do not make recommendations based on plans and rules we already have in place? In the T4 section of the Zoning Code for example, which consists of 5 pages, how are the last 4 pages more "legal" than the first page, which describes it's very intent? This, and certainly the Regional Plan which was painstakingly written with substantial citizen input, are what we rely upon to make our case to staff, Commission and Council, since in most cases we do not have the resource of a zoning attorney at our disposal. So while we will certainly participate in creating more official documents that will express our vision for Flagstaff, and in greater detail, yet there is no assurance they will make a difference if they are not followed by the staff and officials we depend on to follow them.

A property owner has "rights" which we do not dispute. This property owner's attorney has explained to the community in public meetings that working with us was an optional offering to the community, but that legally they have the "right" to build whatever they want under basic zoning code. This is disingenuous as they are indeed asking for substantial exceptions from the community—a zoning map amendment, significantly higher density, and a room and board permit. In return, they are stretching the limits of what they are permitted to build in many directions. The "rights" they have as property owners come with responsibilities to the community they want to build in. Staff and Commission might feel that they are more responsible to the property owner, especially with the threat of Proposition 207 lawsuits lingering in the air, than to the community. But the official documents, current and in the future, that define and detail the community's shared vision for Flagstaff, represent the "rights" of the community, which they should feel as strongly.

This is a critical case that you are asked to decide on. The implications of your decision will resonate not only in the future of our neighborhoods, but the future of Flagstaff as community people from all over the world visit because of it's very special and unique qualities.

Respectfully,
Marie Jones
116 W. Benton
Flagstaff, AZ 86001
602 576-9262

These are a sampling of reviews of Hub projects gathered from the web.

Student and Parent Comments About The HUB

- 7/1/2015
- I have had two daughters live here on separate occasions. One daughter moved in when it first opened as the Hub and other a year later when it became University House. (Note: Core sold to University House after one year but they still show this property on their website).

  Both management teams were terribly inefficient and unorganized. My one daughter was living there when a pipe busted and flooded three floors causing tenants to move out for six weeks. It was chaotic with tenants being forced to leave apartment doors unlocked with easy access for numerous repair people to personal belongings during this time. When tenants were able to move back in, the trash chutes could not be accessed due to electrical wires they had to temporarily run through the chute space as the repair/remold was not completed. Trash, visualize piles and piles of stinky trash, lined the hallways during the summer months.

  Not the only time my family has encountered disgusting living conditions when visiting our kids. We have seen lots of urine, vomit and more trash in the elevators and hallways over the past couple years. Not to mention the times I have been woken up to someone screaming in the early morning hours. The last time, some guy was throwing a girl against a wall at 2AM. We had Tempe police knocking on our door a half an hour later to ask what we saw and heard.

  My second daughter moved out halfway through the school year. She paid an extra 85% of her rent to be given priority on the wait list for apartments with rooms that were available. Leasing staff often did not show her apartment even though we paid for the priority status. We later found out that there were only 5 female only rooms on that list. There was really no need to pay the extra fees. I called the leasing office one day to find out that the leasing staff did not have an update list on what apartments with rooms were available. Our daughter's room was not on the list. At one point, the leasing office's phones and email were down for two weeks making it difficult for potential lessors to inquire about rooms to relet.

  Also, the turnover rate with the leasing staff is constant for both managers and agents.

  When the room was finally relet, it took 60 days for Inland America AKA University House to refund us rent that was paid.

  It is truly surprising that the state housing department has not fined or sued this company.

Comments about Madison HUB

Jake L
in the last week-
The worst living experience I've had in Madison to date. DO NOT LIVE HERE.

As you can see in the google reviews below, every single good review was placed at the exact same time. I know a few of the individuals and they are either living with a staff member or are friends with them. I'm assuming the staff is trying to get the ratings up on Google Reviews.

Do not be fooled by the amenities here, as soon as you sign your lease forget about any respect from the staff whatsoever. The place is run by some of the most unintelligent individuals I have talked to. The sauna has been closed down for weeks at a time with no warning whatsoever, the printer is always broken, and multiple fees have been enlisted without prior consent. (Such as a fee for the water and electricity of the common areas?)

I guess they are building a Hub 2 across the street, and there are giant cranes blocking any sort of view we used to have, let alone any peace and quiet. My sink has broken twice and the water pressure is nonexistent.

A quote from the repair man after all of the cushions on our outdoor patio were ripped "Every single piece of furniture here has came right off the boat from china." Thanks dude, I'm guessing they will scheme us out of our deposit as well.

I wish I could give these apartments a 0 out of 5 as I would leave immediately if I could. IT IS NOT WORTH LIVING HERE. DO NOT BE FOOLED. There is plenty more to complain about but I do not have time to continue with this post, the only good thing about this place is the pool on the roof that's open 5 months a year.

Will S
3 weeks ago-
This place is run by fools. Management is atrocious.

They've scheduled fire drills at 9am every week for the first two months of living here. They've hired security guards that have left an unconscious drunk female incapacitated face down on the lobby couch and when prompted if they thought it was something that needed to be dealt with the male guard shrugged it off as a nonissue. Management split the water bill between the entire complex instead of just our own usage, since I am considerably more conservation minded than most I end up paying for others egregious habits. Management has also refused to refund us for a two week period where we were incapable of living in our units due to delayed construction in effect taking a half month of rent from all of us. Several times our mail has not been processed in a timely fashion leading to packages and letters being given to us days after tracking shows delivered. Last week management started bringing in cranes for their new building across Gilman Street called The James Madison formerly known as Hub 2. The arrival of this equipment has blocked our parking lot exit and has bisected Gilman.

The level of sheer ineptitude needed to accomplish these feats bewilders me.

I have no drawers in my bathroom. The water pressure in my sink is terrible. The walls are paper thin. I have a pathetically weak night light in my ceiling fan, I needed to buy lamps to get any sort of lighting in my room. I can hear the TV blaring at 10% through my bedroom door. Hot water is rarity. The door on the washer and drying unit has slots and lets all the noise through. The sauna and hot tubs are always closed for maintenance. The gym and 2nd floor courtyard areas are usually in dire need of a good cleaning. If you live facing into the courtyard there are cameras positioned that can see everything that happens inside your room. The garbage chute is pathetically small and is good for walgreens sized plastic bags only.

David
a month ago-

I don't know about other units, but I recommand you not to live in either studio or 1 bedroom unit.
I currently live in 1 bedroom, and IT IS REALLY REALLY SMALL.
I wish I could've known that the room was going to be this small. People at the leasing office last year told me that 1bedrrom would be about the same size as their model unit, which they had at the office. Well... guess what. It is not even close to that size.
You can probably fit like 4-5 people in the living room, and it will be so full that you won't even be moving around.
Also, you can smell all kinds of things (you know what) from other units on downstairs and upstairs.
When I moved in, there were several spots in the unit where it had stains, and also there were garbages everywhere. I had to spend some time to clean it up.
As many people mentioned, water pressure at the bathroom is so bad. It takes me double or triple time to wash. I feel like this would lead to much worse waste on water. Seriously, what were they thinking when installing this crap on.
I was going to move to Lucky apartment next year, because they provide free parkings for those who live in 1 bedroom unit for over 1 or 2 years, but every 1 bedroom was gone for next year so that kind of sucks.
It is not worth $1425 living here. I'm paying 250 more over that for parking. I'm pretty much stuck here until I graduate lol. Thanks for providing so much information before I moved in. That really worked!

Rachel Peterson
2 months ago-
If I could give this place 0 stars, I would. It is genuinely one of the worst apartment buildings in Madison. Do not let the 4 ho tubs, saunas, and rooftop pool fool you. This place is actually a joke!! Everything is a lot smaller and the noise is CRAZY! they said the walls are insulated and thats a lie! You can hear every party going on from the rooftop to the entrance. All the appliances are very CHEAP quality! Forget the bluetooth speaker because that doesn't make up for the horrible water pressure and cold water every morning! the rooms are extremely SMALL compared to what their blueprints said! And the STAFF might be the WORST thing about this building. They are extremely RUDE, they never have an answer for your questions and always refer you to their 30 page lease which is also no help! The are honestly a bunch of idiots sitting in an office pretending to do work! The old manager told me to email her and never replied to my email. When I came into the office, I saw her sprint into her office and the person at the front desk told me she was busy. Talk about "professional"! "Security" is a joke because if you hand them some cash, they will do anything you need them to do! I urge you not to bring your money here. Do not give these people a penny! if it wasn't for the lease they have me locked into... I would be out of here in a heartbeat! The day my lease ends is my day of freedom! And they weren't able to lease out the building this year! they are barely at 70% occupancy. I truly hope someone does something about them to remove them from Madison

Comments and Recent Article about HUB in South Carolina

Vincent Esposito
4 months ago
The hub seems great at the beginning, however, it is all just a sham. The office staff is horrible and never helps with anything. Nothing ever works in the building. The elevators are constantly out of order and everything started falling apart from day 1. Upon moving out of my apartment I noted there was one paint chip on my bedroom wall that would need repairing, but I figured that would be normal wear and tear. Apparently, that warranted a $343 painting bill. Don't live here,

the rent is way too high for the quality of the product and they will nickle and dime you until you are broke.

Madeleine Bell
3 months ago
Horrible management. Very unprofessional and disorganized. If you go into the leasing office with a problem expect them to roll their eyes at you and not take anything seriously unless you bug them constantly. Things are alway broken and very overpriced for what you get. Would not recommend as a place to live. Period.

Alex Funke
4 months ago
The hub is a scam. They will be nice and friendly and put on an amazing act when you are looking at renting... However once you sign a lease that is when everything will change. The management is awful. Nothing seems to ever be working (especially the elevators). The furniture is worse than ikea furniture... and the list can go on and on. Also DO NOT EXPECT to get a security deposit back... They will nickel and dime you. When we left the room was in amazing condition. However according to the HUB it need 294.69 cents worth of paint, along with a 50.31 cleaning fee. This is completely ridiculous because the walls were in great condition and the room was fully cleaned. Also that is just my charges. Now there were an additional 3 roommates living there so just imagine what they were charged....

Also basement parking is very sketch.... I would recommend walking with a buddy back from the basement to the complex due to a high frequency of drug users making the surrounds their homes... Also the basement elevator always breaks down... So at night if you are coming back late from a class, you have to walk down an alley way in order to get to the complex...

Also upon moving in there was no WIFI for over a month. The office staff said in person they will compensate residents down the road for this... That never happened...

It just makes me sick that these people at the hub at able to sleep at night....

THESE PEOPLE HAVE NO MORALS OR SOULS...

Also you will notice they have 60 5 star reviews... a majority of these reviews were written when the complex was being built by local businesses trying to suck up to the hub

Breaking: Controversy Surrounding The Hub At Columbia
Former residents are infuriated with what they say is unfair treatment.

Victoria Daczkowski in Lifestyle on Sep 13, 2015

Where you live has a large impact on your year. Are you close to the Greek Village? Are you close to downtown? How big is the apartment? How is the parking situation? These are all questions you should ask yourself before signing a lease for the coming school year.

For students already thinking about where to live next year, consider checking the reviews for apartment complexes in the area. There are plenty of places for University of South Carolina students to live, and most are very affordable and vary in types of amenities. There also always seem to be new apartment complexes catering to students moving off campus after their freshman year.

In fall of 2014, a brand new apartment complex opened on Main Street in downtown Columbia -- The Hub. The slots available filled up before that fall semester was over, and it was expected to be the coolest place to live. But, now, a year later, its reputation is starting to deteriorate.

When tenants first moved in, they instantly began to find problems. Issues ranged from the Wi-Fi not working, to not even having a refrigerator in the apartment. The apartment complex was poorly made and they issued "worse than Ikea furniture" (2014-2015 resident).

"I was supposed to have a walk in closet, but didn't upon moving in and it took them weeks to compensate me for it. We put in at least five work orders and they fixed it the month we moved out," said that anonymous resident.

Many of those first tenants have now moved out, but are now faced with another problem: move out reports and bills. Former residents have reportedly been charged hundreds of dollars for repainting and repairs, with no evidence of it being necessary.

"Move out charges between three roommates was over $1000 for painting and cleaning," said a 2014-2015 resident. Those residents say that their apartments were spotless and were in no way damaged, or in need of repainting.

The Hub at Columbia Facebook page has recently even been flooded with posts by angry residents and their parents.

In the past few weeks, The Hub at Columbia's rating had dropped from a 4.8 (out of five) to a 2.8, and the comments and reviews keep coming. Students, residents and parents are furious with the complex and the management.

"Dealing with the leasing office was a constant struggle. They take advantage of our age and inexperience and try to get as much money as possible out of our bank accounts. The property manager has no sense of customer service or respect," said a 2014-2015 resident.

Facebook reviews from oxford miss

Had problems all year with the Management of this facility. At the completion of the lease they charged my daughters for services that were not rendered and for damages in the common areas of the apartment that were there when we moved in (even after we notified them of the damages). The kids that work at The Hub were always very nice and accommodating, but to expect them to run this facility was a bit of an oversight on management's part. Would not keep my kid there every again.

It looks great from the beginning, until you have a maintenance issue! And, don't expect to get your security deposit back. They go through great strides to find anything possible to eat it up! Don't believe the line about 'normal wear and tear'! Also, BEFORE you sign the lease, ask them to provide you with move-out requirements! Ridiculous! For the amount of rent you pay, professional carpet cleaning after you move out, should be covered!

Do not recommend! I agree with many of the comments- should have paid more attention when signing the lease. Families- considering this place for your child- as stated don't expect to get your deposit back no matter what you do. I drove 14 hours each way to make sure my daughter left things clean. We washed walls and scrubbed the kitchen, cleaned blinds and the ceiling fan! Silly me thought that the security deposit was for damage. But no... they charged for HVAC filters, 2 l...

I've been here for couple of months. All the stuff they have to offer is nice. But maintenance is crappy. You can never get them to fix anything you ask them to. And when you ask them about something.. They just say I have no idea when it will be fixed are there working on it. When they been saying that for 3 months.

If you think is will be a good place to stay, it's all smoke and mirrors. THIS PLACE IS A RIP OFF!!! THE RENT IS EXPENSIVE AS HELL AND WILL MAKE UP CHARGES AND TAKE AWAY YOUR SECURITY DEPOSIT AT THE END OF THE YEAR!!!! The student workers are not helpful and the manager always refer you to them. RUN AND NEVER LEASE; You'll regret it.

To Staff and Commissioners,

The following articles from the Corvallis Gazette-Times is an example of how parties can opt to slow down a process that is not fully ready for action:

The Hub' project at Timberhill in limbo
March 31, 2015 4:42 pm
JAMES DAY Corvallis Gazette-Times

Plans for an 835-resident student housing complex on Timberhill, known as "The Hub," have been put on hold.

Core Campus, a Chicago-based student housing development firm and GPA1, a local group which owns the land, told city staffers Tuesday that they wish to postpone the application while they address concerns raised in the 93-page staff report (see text in the online version of this story).

The city, however, has not canceled tonight's scheduled 7 p.m. Planning Commission hearing at the Corvallis Senior Center.

At issue is the 120-day rule, which requires that public agencies pass judgment on completed land-use applications within 120 days. The Timberhill developers are asking to stop the 120-day clock. The city says that the applicant needs to waive the 120-day requirement before its request to postpone the hearing will be considered.

Thus, at presstime, the hearing remained on the schedule, although that could change today.

Lyle Hutchens of Devco Engineering, the project manager of the development, said in a letter to the city that the applicants "request that each application be taken off the Planning Commission agenda, put on hold and remain on hold until further written notice is received by the city." (See the full text online.)

In addition, Hutchens wrote that the applicants "hereby extend the statutory deadlines for a final local decision from (Tuesday) until written notice is provided."

City staff recommended in its March 25 report that the Planning Commission deny the application, which covers the 30 acres of The Hub student housing project as well as subdivides the remaining 190 acres of land. The report cited concerns with variances that the developers have asked for regarding grading the project, as well as street construction and stormwater detention.

In addition, staff have requested that the developers provide detailed development plans for the entire 200-plus acres of land. The developers have refused to do so, saying that because no final plans exist for the remaining acreage that such studies would be meaningless.

"The applicants are in this for the long run," Hutchens wrote. "They want to get it right and are open to working with the city's suggestions about how to arrange the uses on the site (and) look

forward to working with staff to prepare supplemental information that will support positive recommendations from staff."

The developers, however, are opposed to waiving the 120-day rule, which is in place to ensure that projects are acted on in a timely manner.

"Most cities stop the clock," said Chuck Kingsley, a broker with Commercial Associates, who is working with the developer on the project. "It's not unusual for a staff report to come out and for the applicant to ask for a postponement so they can sort things out. Most applications are not as complex as this. It's an extremely charged case."

Neighbors in the Timberhill area opposed to the project have formed a group called the Northwest Alliance Corvallis and have hired land-use attorney Daniel Stotter.

"The applicants saw their proposal was a sinking ship that was not going to be well received (by) the Planning Commission," Stotter said, "and that their proposal was likely to denied, so the day before their public hearing, they have sought an indefinite 'hold' on their land-use applications, in order to make a last-ditch attempt to patch the holes."

Rob Wood, the managing member of GPA1, **agreed that the staff recommendations influenced the development group.**

"This was a decision just made based upon the recently received staff report," Wood said. "We want to fully read and understand the positions and comments so we may appropriately address and respond to them. We felt the short amount of time would not allow a thoughtful answer."

Neighbors remain hopeful.

"It would be great if they return with something that is respectful of the unique environment of that site," said Curtis Wright, who lives on Northwest Poppy Drive. Wright said that revised plans should be "sensitive to the concerns of the neighboring residents and (show) they really do care about the future well-being of Corvallis."

Brian Kulina

From: nancy@flaghomes.com
Sent: Friday, January 29, 2016 3:17 PM
To: Brian Kulina
Cc: nancy@flaghomes.com
Subject: info on Hub for meeting
Attachments: Hub letter and attachments.pdf; sample lease.pdf

Attached please find a cover letter and documents for consideration at next Wednesday's P and Z.
Nancy Branham
I will stop by and make sure you received this.
928-856-0036

January 29, 2016

Brian Kulina
Planning Development Manager
City of Flagstaff
Reference: Core Campus LLC / The HUB

Brian:
I want to sincerely thank you for your excellence as a public servant. You have now, on several occasions, taken the time to patiently answer my questions and help me understand various and sundry issues regarding the HUB development. I have spent a good bit of time studying the issues and am submitting to you a packet of material for consideration by Staff and the Planning and Zoning Commission prior to the meeting this coming Wednesday, February 3rd at 4pm. Please make sure that appropriate Staff and members of the Commission receive this packet.

I have numbered the documents in the packet and they are as follows:

1. A graphic of the "Purpose and Intent" of Zone T4N.1 followed by a copy of 10-40.40.070 from the Zoning Code.
2. A two page statement with my opinions about the agenda items for Wednesday; zoning and CUP. There are several things referenced in that two page statement.
    a. A sample of the Hub on Campus Rental Application and Lease. Please note this is being sent as a separate attachment and is not a part of this document because it is 21 pages and legal size. If someone wants to print THIS packet it is only 23 pages plus this cover letter and is on letter sized paper.
    b. Six pages of comments by parents and tenants about the management and living arrangements at various Hubs.
    c. Five pages of information about other Core properties including information about the displacement of neighbors in Tucson and the fact that Core no longer owns Tempe but it is still quite visible on their marketing website.
3. A two page statement with my opinions on the parking issues at this development.
4. A two page statement with my opinions on the Traffic Impact Analysis on this development.

Thank you for your consideration of the contents of this packet and for making sure it is passed onto Commission members and appropriate Staff. I will be asking to speak on Wednesday evening, if the Chair opens the floor for further public comments.

I am submitting my packet as a community member, but also because my husband, Frank, and I own The Cottage Place Restaurant just 1/2 block from the site of the future development and we are concerned about the negative impact it will have on our business. By way of full disclosure, I am also a licensed Associate Broker in the state of Arizona.

Sincerely,

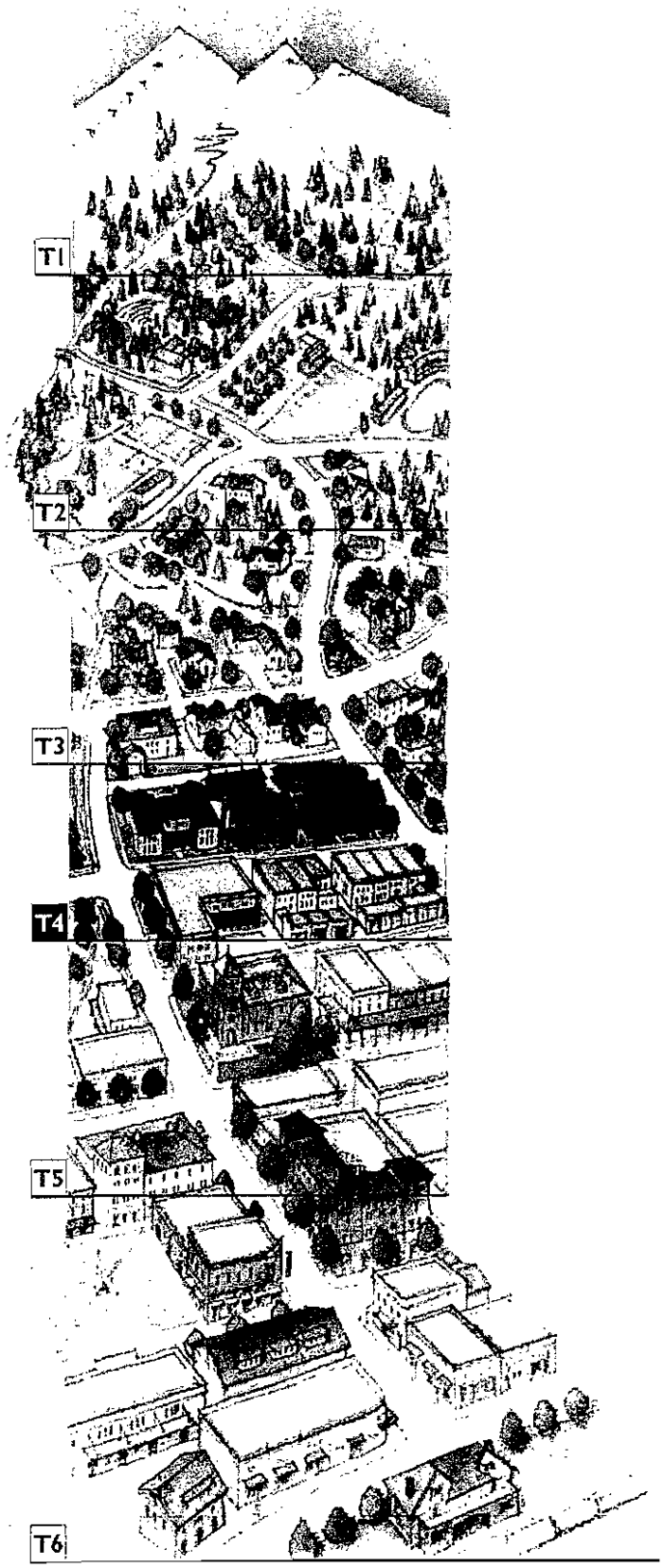
Nancy Branham
info@cottageplace.com
928-856-0036

1

Division 10-40.40
Transect Zones

Transect Zones are intended to ensure that proposed development is compatible with existing and future development and produces an environment of desirable character, consistent with the General Plan.

The primary intent of this Zone (T4N.1) is to reinforce established neighborhoods and to maintain neighborhood stability in walkable urban areas, while allowing such areas to evolve with the integration of small building footprints and medium density building types. Appropriate dwelling units might include bungalow courts, duplexes, and apartment houses, which are typically smaller than those found in other zones. The mixture of building types and unit sizes provides a variety of housing choices which reinforces the walkable nature of the neighborhood, supports adjacent neighborhood-serving commercial uses, and supports basic public transportation alternatives. While residential is the primary use type in T4N.1 Zone, homeowner offices and small neighborhood supporting uses, such as music classes and artist studios, are encouraged in ancillary buildings to further reinforce the walkability of the neighborhood.



10-40.40.070 T4 Neighborhood 1 (T4N.1) Standards

A. Zone Intent and Description

The primary intent of this Zone is to reinforce established neighborhoods and to maintain neighborhood stability in walkable urban areas, while allowing such areas to evolve with the integration of small building footprints and medium density building types. Appropriate dwelling units might include bungalow courts, duplexes, and apartment houses, which are typically smaller than those found in other zones. The mixture of building types and unit sizes provides a variety of housing choices which reinforces the walkable nature of the neighborhood, supports adjacent neighborhood-serving commercial uses, and supports basic public transportation alternatives.

While residential is the primary use type in T4N.1 Zone, homeowner offices and small neighborhood supporting uses, such as music classes and artist studios, are encouraged in ancillary buildings to further reinforce the walkability of the neighborhood.

The intent of the T4N.1-O Sub-Zone is to provide the appropriate form and scale for areas that are transitional between commercial and residential uses, and to allow the neighborhood commercial areas to expand as the market demand grows. The intended form is the same as T4N.1, but the allowed range of use types is broader and includes commercial and other non-residential uses as well as residential uses.

The T4N.1 Zone and T4N.1-O Sub-Zone may also be applied to the creation of new neighborhoods in combination with, or independent of, the T4N.2 Zone. They provide a lower maximum building height and larger setbacks than T4N.2.

B. Sub-Zones

T4N.1-O (Open)

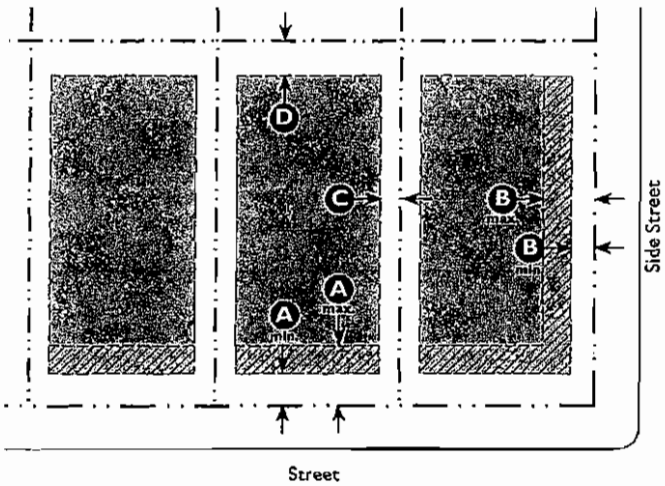
C. Allowed Building Types[1]

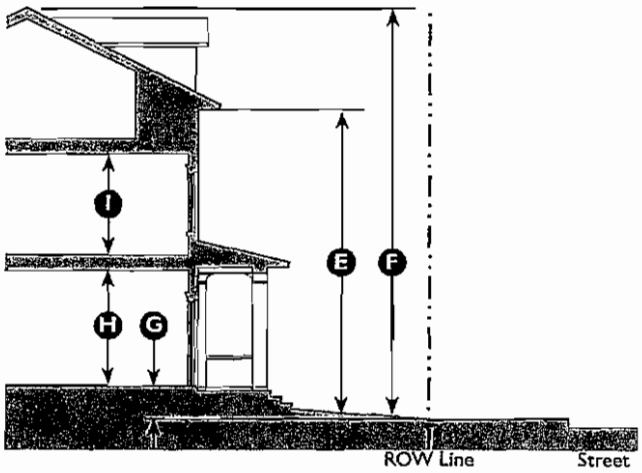
Carriage House	Apartment House
Single-Family House	Duplex, Stacked
Duplex, Side-by-Side	Bungalow Court
Duplex, Front-and-Back	Live/Work[2]
Townhouse	

[1] See Division 10-50.110 (Specific to Building Types) for building type descriptions and regulations.

[2] Allowed only in open sub-zone(s).

T4 Neighborhood 1 (T4N.1) Standards





Key

---- ROW/Property Line
--- Building Setback Line
Building Area
Façade Zone

D. Building Placement		
Setback (Distance from ROW/Property Line)		
Principal Building		
Front[1]	15' min.; 30' max.	A
Front Façade within Façade Zone	50% min.	
Side Street/Civic Space	10' min.; 15' max.	B
Side[2]	5' min., 15' min. combined	C
Rear	15' min.	D
Accessory Building or Structure		
Front	20' min.	
Side	0' min.; 3' max.	
Rear	3' min.	

[1] The setback may match an existing adjacent building as follows: the building may be placed to align with the façade of the front most immediately adjacent property, for a width no greater than that of the adjacent property's façade that encroaches into the minimum setback.

[2] No side setback is required along the shared property line between side-by-side duplexes.

Miscellaneous

Upper-floor units must have a primary entrance along a street façade or to a courtyard.

Ground-floor residential units along a street must have individual entries.

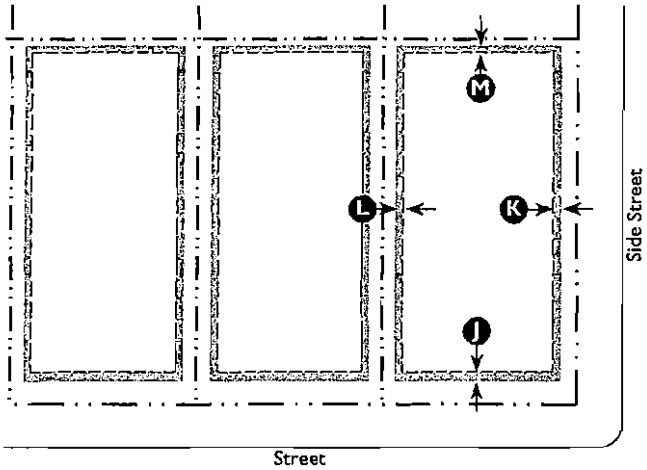
E. Building Form[3]		
Height		
Principal Building		
Stories	3-½ stories max.	
To Eave/Parapet	34' max.	E
Overall	45' max.	F
Accessory Building, Accessory Structure or Carriage House		
Stories	2 Stories max.	
To Eave/Parapet	18' max.	
Overall	28' max.	
Ground Floor Finish Level	18" min. above sidewalk	G
Ground Floor Ceiling	8' min. clear	H
Upper Floor(s) Ceiling	8' min. clear	I

[3] See Division 10-50.110 (Specific to Building Types) for additional building form regulations.

Footprint	
Depth, ground-floor residential space along primary street frontage	30' min.
Lot Coverage	60% max.

Miscellaneous

Mansard roof forms are not allowed.



Key

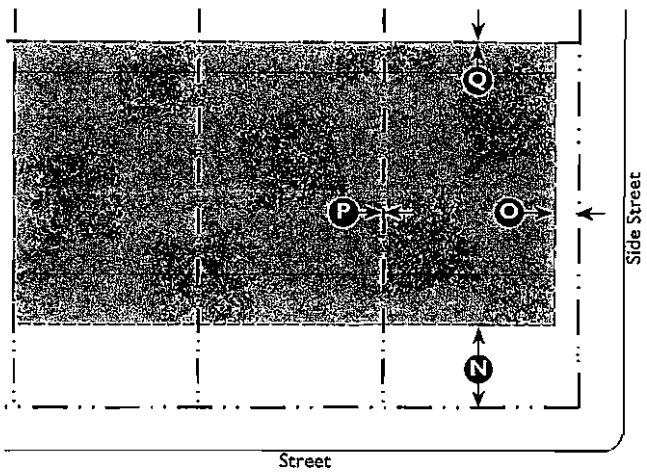
---- ROW/Property Line
--- Building Setback Line
Encroachment Area

F. Frontage Types and Encroachments		
Encroachments[4]		
Front	5' max.	J
Side Street/Civic Space	5' max.	K
Side	3' max.	L
Rear		M
Property Line	0' max.	
Rear Lane or Alley	3' max.	
Encroachments are not allowed within a street ROW.		

[4] See Division 10-50.40 (Encroachments) for allowed encroachments.

Allowed Private Frontage Types[5]	
Stoop	Forecourt
Porch	

[5] See Division 10-50.120 (Specific to Private Frontages) for private frontage type descriptions and regulations.



Key

---- ROW/Property Line
--- Parking Setback Line
Parking Area

G. Required Parking		
Spaces[6]		
Residential Uses		
Studio/1 Bedroom	1 space/unit min.	
2+ Bedrooms	2 spaces/unit min.	
Retail Trade, Service Uses		
≤2,000 sf	No spaces required	
>2,000 sf	3 spaces/1,000 sf min. above first 2,000 sf	

[6] Land use types not listed above shall meet the requirements in Table 10-50.80.040.A (Number of Motor Vehicle Parking Spaces Required).

Location (Setback from ROW/Property Line)		
Front		N
Covered/Attached	50' min.	
Uncovered	Match front façade min.	
Side Street/Civic Space	5' min.	O
Side	0' min.	P
Rear	0' min.	Q
Miscellaneous		
Linear Feet of Front or Side Façade that may be Garage	35% max.	

See Division 10-50.80 (Parking Standards) for additional parking regulations.

T4 Neighborhood 1 (T4N.1) Standards

H. Sustainable Features[1,2]

Storm Water Features	
Biofiltration Facility	A
Disconnected Downspouts	A
Flow Through and Infiltration Planters	A
Infiltration Trench	A
Level Spreader	A
Porous Paving	A
Rain Garden	A
Riffle Pools	A
Swale	
Biofiltration	-
Vegetated/Rock	A
Urban Channel	A
Vegetated Roof	A

Water Conservation	
Cisterns	A
Greywater - Simple	A
Rain Barrels	A
Energy Features	
Accessory Wind Energy System	A
Alternative Paving	A
Biomass	-
Geothermal Energy	A
Solar	
Farm	-
Parking Lot Lighting	A
Roof Paneling	A
Water Heaters	A

Key	
A	Allowed
-	Not Allowed

End Notes

[1] See Division 10-30.70 (Sustainability) for additional sustainability regulations.

[2] Sustainable features marked as Not Allowed may be approved by the Director and Stormwater Manager if it can be demonstrated that the proposed sustainable feature can be installed consistent with the intent and character of the transect zone.

I. Allowed Uses

Land Use[3]	Specific Use Regulations	T4N.1	T4N.1-O
Residential			
Accessory Building and Structures	10-40.60.020	P[4]	P[4]
Accessory Dwelling Unit	10-40.60.030	P	P
Co-Housing	10-40.60.120	P	P
Congregate Care Facilities		P	P
Dwelling: Multiple-Family		P	P
Dwelling: Secondary Single-Family		P	P
Dwelling: Single-Family		P	P
Dwelling: Two-Family		P	P
Group Home		P	P
Home Occupation	10-40.60.180	P	P
Institutional Residential	10-40.60.190	UP	UP
Live/Work		-	P
Rooming and Boarding Facilities		UP	UP
Recreation, Education & Public Assembly			
Libraries, Museums			
≤ 2,500 sf		P	P
> 2,500 sf		UP	UP
Meeting Facilities, Public and Private	10-40.60.230	P[5]	P[5]
Schools - Private		P	P
Schools - Public & Charter		P	P
Retail Trade			
Bars/Taverns		-	P
General Retail Businesses, except with any of the following features		-	P
Drive-Through		-	-
Floor Area ≥ 3,500 sf		-	UP
Markets			
Neighborhood Market ≤ 2,500 sf		-	P
Restaurant, or Cafés		-	P

Land Use[3]	Specific Use Regulations	T4N.1	T4N.1-O
Services			
ATM		-	P
Bed & Breakfast	10-40.60.110	P	P
Cemeteries		UP	UP
Crematorium		--	UP
Daycare	10-40.60.150		
Home		P	P
Centers		UP	UP
Funeral Homes, Chapels, Mortuaries		-	P
General Services		-	P
Lodging			
≤ 15 rooms		-	P
Offices		-	P
Public Services			
Public Services Minor		P	P
Emergency Services		UP	UP
Veterinary Clinics		-	P
Telecommunication Facilities			
Stealth Telecommunication Facilities	10-40.60.310	P	P
Transportation & Infrastructure			
Accessory Wind Energy Systems	10-40.60.040	P	P
Urban Agriculture			
Community Gardens	10-40.60.140	P	P

Key	
P	Permitted Use
UP	Conditional Use Permit Required
-	Use Not Allowed

End Notes

[3] See Chapter 10-80 (Definitions) for use type definitions.

[4] Not allowed on the ground floor unless behind an allowed ground-floor use.

[5] UP required if liquor is sold or if facilities exceed 250 seats.

2

PLANNING AND ZONING COMMISSION ACTION ON THE HUB/CORE RESIDENTIAL CUP AND REZONING REQUEST

First, there are the TWO requests for rezoning. I would like to speak to the on along Mike's Pike where there is a request to change from T4N.1 to T5. When one reads the purpose (copied below) of the T4N.1 zoning, the proposed project does not even close fit into the description stated.

"Transect Zones are intended to ensure that proposed development is compatible with existing and future development and produces an environment of desirable character, consistent with the General Plan.

The primary intent of this Zone (T4N.1) is to reinforce established neighborhoods and to maintain neighborhood stability in walkable urban areas, while allowing such areas to evolve with the integration of small building footprints and medium density building types. Appropriate dwelling units might include bungalow courts, duplexes, and apartment houses, which are typically smaller than those found in other zones. The mixture of building types and unit sizes provides a variety of housing choices which reinforces the walkable nature of the neighborhood, supports adjacent neighborhood-serving commercial uses, and supports basic public transportation alternatives. While residential is the primary use type in T4N.1 Zone, homeowner offices and small neighborhood supporting uses, such as music classes and artist studios, are encouraged in ancillary buildings to further reinforce the walkability of the neighborhood."

The developer's site plan for a 600 bed student housing with 14,000 square foot of commercial space is not even close to the primary, stated intent of T4N.1 and to get a little closer they want to change the zoning to T5. ABSOLUTELY NOT! If anything we should be going back and trying to scale down the project to come into line with T4N.1.

As for the CUP. . .
First, I think it needs to be made very clear that there are TWO Conditional Use Permit requests; one for the "Room and Board Use" and the other for 93% lot coverage.

In the Staff Report on this subject it states "the conditional use is consistent with the objectives of the Zoning Code and the purpose of the zone in which the site is located." It is located in Zone T4N.1 and I would be so bold as to state that 600 separate leases of approximately 19 pages each (a sample is attached) is not in keeping with the purpose of T4N.1 stated above.

The Room and Boarding model is integral to the business plan of Core Residential but it does not mean that it is the best thing for the neighborhood. There is NO other major student housing facility in Flagstaff that is set in a historic neighborhood of single family homes and small single level businesses.

There are two major issues that are known to come with these types of massive student apartments. First is unruly and potentially illegal behavior on the part of the residents. Second is the growing reputation of poor management by Core Residential and high rate of dissatisfaction of students and parents of the operation of their properties. (See attachment of comments and press on this subject).

I cannot say that either of these problems would be more or less grave under separate leases vs. unit leases but I think that because the granting of a CUP runs with the land and is binding upon successors that it is too major a decision to grant it at this time. I think it is prudent for Staff to do more research. Perhaps a compromise down the line would be for a small percentage of the units to allow this model.

I would also question that "the characteristics of the conditional use as proposed, and as it may be conditioned, are reasonably compatible with the types of uses permitted in the surrounding areas". (See #3 on page 2 of the Staff report). Last I looked there were no other 600 bedroom student complexes operating in the "surrounding area".

The report also states that the CUP would only be issued once the Developer had adequately addressed nine issues listed on page 2 of the Staff report. Staff has already indicated that traffic and parking are not issues and yet the neighboring community feels strongly that they are. So, again I think it is premature on many fronts to recommend approval of this CUP.

As for the request for 93% coverage . . . this is a completely separate matter and it SEEMS to me that there should have been TWO different CUP requests. There may have been, but it is confusing to lump statements about the two different issues into one document and often discussing both in the same paragraph.

The zoning of T4N.1 allows for 60% of lot coverage and as I read it does NOT allow for a CUP to increase this. So, this request is predicated on the fact that the developer is assuming they will get the zoning change to T5. So, before we argue the 80% to 93% let's see if the zoning change goes through.

If it does I would argue that the 16,500 square foot courtyard amenity is in no way a benefit to the surrounding community and should NOT be used to offset the need for open space.

I and probably most of the residents of the surrounding community do NOT agree with the zoning change and therefore 60% maximum of lot coverage would apply. As for the statement (bottom of page 3 of Staff report) that "civic space within infill transect developments should be assigned on community need", I think the Staff might consult the "community" and ask about their "need". We will tell you that we want as MUCH open space as possible in the project to mitigate the massive and out of place character of the proposed development.

hub ON CAMPUS eugene

515 E Broadway; Eugene, OR 97401

2A

RENTAL APPLICATION

Desired Unit Type : (Check one) Date when filled out: _____

☐ Studio ☐ 1 Bedroom ☐ 2 Bedroom ☐ 3 Bedroom ☐ 4 Bedroom ☐ 5 Bedroom OR UNIT # _____

TENANT/APPLICANT INFORMATION

Full Name _____ Date of Birth _____ / _____ / _____
First MI Last

Gender ☐ Male ☐ Female Classification Fall 2015: ☐ Freshman ☐ Sophomore ☐ Junior ☐ Senior ☐ Grad ☐ Non-Student

Present Address _____ _____
Street City State Zip Code

Cell Phone Number _____ Alternate Phone Number _____

Social Security No. _____ Passport I.D.: _____
(U.S. Resident) (International Resident)

Driver's License # and State _____ E-mail address: _____

Present Landlord / Dormitory _____ Landlord Phone Number _____

PERMANENT ADDRESS INFORMATION (If different than above)

Permanent Address _____ _____
Street City State Zip Code

Permanent Phone Number _____

WORK INFORMATION

Employer _____ Phone Number _____

Work Address _____ _____
Street City State Zip Code

GUARANTOR INFORMATION

Guarantor(s) [If parents, list both]: _____ _____
First MI Last First MI Last

Address (if different)_____ _____
Street City State Zip Code

Home/Cell (circle one) Phone Number_____ Work Phone Number _____

Relationship to Applicant _____ E-mail address _____

Social Security No._____ Passport I.D. _____
(U.S. Resident) (International Resident)

MARKETING SOURCE

Why did you choose to live at the property?_____

Were you referred? ☐Yes ☐No If yes, by whom? _____

If no, how did you hear about the property? ☐On the Internet _____ ☐ Signage_____

Publication_____ Other _____
Name Describe

EMERGENCY CONTACT

Name _____ Relationship _____

Cell Phone Number _____ Home Phone Number _____ Email _____

Address _____ _____
Street City State Zip Code

ROOMMATE INFORMATION

If you have already chosen your roommates, please list their name(s) below. Roommate choices must be mutual.

1.) _____ 2.) _____

3.) _____ 4.) _____

5.) _____ ☐ I would like to be roommate matched.

CREDIT HISTORY

PLEASE ANSWER THE FOLLOWING QUESTIONS:

1. Have you been denied credit in the past twelve months? Yes ____ No ____
2. Have you been delinquent with any creditor longer than 60 days? Yes ____ No ____
3. Have any creditors requested the assistance of a collection agency? Yes ____ No ____
   or attorney to assist in the collection of past due monies against you? Yes ____ No ____
4. Have you ever been sued by a creditor for past due monies? Yes ____ No ____
5. Have you ever moved owing rent to a previous landlord? Yes ____ No ____
6. Have you ever been evicted from a previous residence? Yes ____ No ____

If you have answered yes to any of the five questions above, please explain. _____

_____

AGREEMENT

This application is for a lease on the following TERM: Start Date: _____ End Date: _____

Total Rent for Unit for TERM: $_____ in _____ equal installments of $_____.

First Installment Payment Due: _____

Application Fee: $_____ Amenity Fee: $_____ Application Deposit: $_____

Notes:

_____

Disclosure: APPLICANT agrees to allow LANDLORD to share all above information with LANDLORD'S electric provider. APPLICANT further agrees to allow LANDLORD to verify, by all means, the above information, before, during and after tenancy on matters relating to the lease. APPLICANT hereby declares that the above information is accurate and does hereby permit the LANDLORD and or its Agent to investigate his/her credit. Any falsifications or misrepresentations made anywhere on this rental application shall make this application and any subsequent lease agreement subject to cancellation at the option of LANDLORD.

Application Fee: APPLICANT has delivered to LANDLORD'S representative an Application Fee in the amount listed above. The Application Fee covers our administrative costs and is never refundable.

Approval: If APPLICANT and all co-applicants have already signed the LEASE at the time LANDLORD approves the Application, LANDLORD'S representative will notify APPLICANT of LANDLORD'S approval and will sign the LEASE. If APPLICANT and all co- applicants have not signed the LEASE at the time LANDLORD approves the Application, LANDLORD'S representative will notify APPLICANT of LANDLORD'S approval and will sign the LEASE when APPLICANT and all other co-applicants have signed.

APPLICANT and any co-applicant may not withdraw the Application. If before signing the LEASE, APPLICANT withdraws an Application or notifies LANDLORD that APPLICANT no longer wishes to rent the unit, LANDLORD will be entitled to retain the Application Fee, and the parties will have no further obligation to each other.

Guarantor: LANDLORD requires all TENANTS to have a legally bound Guarantor. Guarantor may be asked to provide proof of income equal to at least five (5) times the applicable rent. In the event that TENANT does not have a financially qualified Guarantor, TENANT must provide sufficient documentation showing proof of the following regarding TENANT's financial status: 1) Monthly gross income of three (3) times the monthly rent amount; and 2) six (6) months of consecutive employment or proof of full-time student status. All TENANTS without a Guarantor will be required to pay an additional $750 Security Deposit and/or pay the entire accelerated Lease amount up front.

Completed Application: An Application is not considered to be completed and will not be processed unless the Application Fee has been paid to LANDLORD. All co-applicants on the LEASE must also present completed and signed applications.

Non-approval: LANDLORD holds the right to deny applicants that have met any of the following criteria within the past two (2) years: 1) unpaid civil judgments; 2) unpaid rental housing debt, or a history of late rental payments; 3) unpaid evictions; 4) bankruptcies; 5) FACTA Act Fraud Alert. LANDLORD may notify APPLICANT concerning approval within 7 days after LANDLORD has received the completed application. Notification may be in person, via email, telephone or by mail unless APPLICANT has requested notification be made solely by mail. APPLICANT must not assume approval until APPLICANT receives actual notification of approval from LANDLORD. If APPLICANT or any co-applicant is disapproved, LANDLORD will not refund the Application Fee.

Roommates: Each roommate applying for the UNIT must qualify individually in all areas, regardless of the number of roommates applying for one UNIT.

Notice: Any notice from LANDLORD to APPLICANT or co-applicant is considered notice to all co-applicants; and any notice from APPLICANT or co-applicant to LANDLORD is considered notice from all co-applicants.

By signing this application, APPLICANT represents that APPLICANT has never: 1) been arrested for any assault, felony, sex-related crime, or criminal violation involving the sale or manufacture of illegal drugs that was resolved by conviction, probation, deferred adjudication, court-ordered community supervision or pretrial diversion; 2) been arrested for any assault, felony, sex-related crime, or criminal violation involving the sale or manufacture of illegal drugs that has not been resolved by any method.

APPLICANT has had an opportunity to review LANDLORD'S rental selection criteria, which include reasons why the application may be denied. APPLICANT understands that if APPLICANT does not meet LANDLORD'S selection criteria or if APPLICANT fails to answer any question or give false information, LANDLORD may reject the application, retain all Application Fees, and terminate APPLICANT'S right of occupancy. LANDLORD may, at LANDLORD'S discretion, obtain a copy of APPLICANT'S credit report, rental history from prior landlord and/or criminal background report at any time during the TERM of the LEASE. TENANT'S rights to occupancy may be terminated during the TERM of the LEASE based on the results of these reports. LANDLORD may at any time furnish information to any consumer reporting agencies and other rental housing owners regarding APPLICANT'S performance of APPLICANT'S legal obligations, including any favorable or unfavorable information about APPLICANT'S compliance with the LEASE, the rules, and financial obligations. Fax signatures are legally binding.

_____ _____

APPLICANT'S Signature Date

_____ _____

Signature of Owner's Representative Date

RESIDENTIAL LEASE AGREEMENT – HUB ON CAMPUS EUGENE

DATE OF LEASE: _____

LANDLORD: **CORE CAMPUS EUGENE, LLC** TENANT: _____

LANDLORD agrees to rent and TENANT accepts this LEASE on the following Conditions:
THIS IS A JOINT AND SEVERAL LEASE WITH INDIVIDUAL RENT RESPONSIBILITY. All TENANTS in the UNIT are jointly responsible for all obligations under this LEASE except for RENT, the SECURITY DEPOSIT amount (if required) and any Fees which are the individual responsibility of each TENANT.

1. PROPERTY AND OCCUPANTS.

LANDLORD agrees to rent to TENANT the following UNIT at:

a) PROPERTY: HUB ON CAMPUS EUGENE (also referred to in this Lease as the "Apartment Community")

b) UNIT: TENANT'S specific Building, UNIT and Bedroom will be assigned to TENANT by LANDLORD prior to the beginning of the TERM listed in **Paragraph 2.**

c) ADDRESS OF PROPERTY: **515 E. Broadway**
Eugene, OR 97401

UNIT #: _____

Bedroom (A, B, C, D, E) _____ which is a

☐ private bathroom OR
☐ shared bathroom

accommodation in a_____bedroom_____bathroom UNIT

in floor plan type _____

located within the Apartment Community at the address listed above.

The UNIT will be used as a private residence and for no other purpose.

LANDLORD has the right to relocate TENANT from one Bedroom to another or even to another Bedroom in a different UNIT within the Apartment Community.

d) OCCUPANTS: The Bedroom will be occupied only by TENANT and (*list all other occupants not signing this LEASE or another LEASE within the Bedroom*):

_____

_____

No one else may occupy the Bedroom. Persons not listed above must not stay in the Bedroom for more than two consecutive days without LANDLORD'S prior written consent, and no more than four days in any one calendar month. TENANT hereby agrees that LANDLORD may share TENANT'S name and contact information with Roommates prior to commencement of the Lease Term.

If TENANT allows another person to occupy any unrented/vacant bed space in the UNIT, TENANT will be responsible for the RENT for that bed space. TENANT will be responsible for all costs associated with returning the unrented/vacant bed space to its original condition. LANDLORD has the right, when any bed space within the UNIT is unoccupied, to place a new tenant in the unoccupied bed space unless TENANT and all other TENANTS in the UNIT agree to pay LANDLORD the RENT and other charges that would be charged for such bed space if occupied.

Roommate compatibility and room preferences are not guaranteed. The fact that TENANT and/or TENANT'S roommates may be in conflict with each other will not result in any termination of this LEASE.

The LANDLORD may enter the common area of the premises to show the unoccupied bedroom and common areas to leasing prospects with giving notice to the TENANT twenty-four (24) hours in advance.

The portions of the PROPERTY and UNIT leased to Tenant are defined as including each of the following:

(1) TENANT'S use of the assigned Bedroom in the UNIT.

(2) Together with the other tenants of the UNIT, TENANT'S shared use of the Common Areas in the UNIT and the Apartment Community (for purposes of this LEASE, "Common Areas" are those areas within the UNIT to which TENANT has access without going into another Bedroom and, within the Apartment Community, those areas to which all tenants have general access);

(3) TENANT'S use (shared with other tenants in the Unit, if applicable) of all appliances within the Common Areas of the UNIT; and

(4) If Bedroom or UNIT is furnished: TENANT'S sole (if Bedroom is Private) or shared (if Bedroom is Shared) use of TENANT'S furniture within TENANT'S Bedroom; and TENANT'S shared use of all furniture within the Common Areas of the UNIT; and

(5) TENANT'S shared use of the mailbox assigned to TENANT by LANDLORD. If the Postmaster serving the Apartment Community has instituted or begins instituting during this LEASE "single drop delivery", LANDLORD will place TENANT'S mail in the mail box, but unless due to LANDLORD'S own willful misconduct or negligence, LANDLORD shall have no liability for misdelivery, delays in delivery and/or failure of delivery.

(6) TENANT'S shared use of all Common Areas, amenities, and grounds of the Apartment Community at the address listed in **Paragraph 1.**

2. TERM.

The term of this LEASE shall commence at Noon on

MONTH: September DAY: 15 YEAR: 2015

The term of this LEASE shall end at Noon on

MONTH: September DAY: 5 YEAR: 2016

Such period of time is referred to as the "TERM."

3. RENT.

Payment must be made without demand in advance of each month:
at the on-site manager's office or
through LANDLORD'S online payment site

Total RENT due for this lease term is

$_____.

RENT will be due in twelve (12) equal installments of

$_____ per month. There are no prorated RENT amounts under this LEASE. TENANT must also pay additional charges as identified in this LEASE when due. The first RENT payment is due on August 1st – prior to the lease commencement date. All subsequent payments of RENT must be paid on or before the first day of each and every calendar month during the TERM from October to August. If TENANT does not pay the first month's RENT on or before August 1st, all future RENT installments for the entire TERM will still be due and payable in full. If TENANT does not pay any subsequent installment of RENT on or before the first day of the applicable calendar month, all RENT for future installments will still be due and payable in full.

TENANT shall not pay RENT or additional charges in cash without LANDLORD'S prior written permission. TENANT must not withhold or offset RENT unless authorized by statute. LANDLORD may, at LANDLORD'S option, require at any time that TENANT pay all RENT and other sums in cash, certified or cashier's check, money order, credit card, or one monthly check rather than multiple checks. **If TENANT does not pay all RENT on or before the 4th day of the month, TENANT shall pay a late fee of five percent of the monthly rent amount, charged once for each succeeding five-day period, or portion thereof, for which the rent payment is delinquent, and continuing and accumulating until that rent payment, is paid in full.** TENANT shall also pay a charge of $35 for each returned check or rejected automatic electronic draft, plus late charges until LANDLORD has received acceptable payment. If TENANT does not pay RENT on time, TENANT will be in default and all remedies under state law and this LEASE will be available to LANDLORD. THIS IS YOUR NOTICE

THAT IF YOU DO NOT PAY YOUR RENT WITHIN FIVE (5) DAYS OF THE DUE DATE, THE LANDLORD CAN BEGIN EVICTION PROCEEDINGS IN ACCORDANCE WITH APPLICABLE OREGON LAW.

4. RENTAL PAYMENTS.

a) RENT is due on the applicable due dates listed in **Paragraph** 3 and TENANT must pay RENT on the due dates listed in **Paragraph 3** without prior notice or demand from LANDLORD.

b) RENT will not be considered late if it is received by LANDLORD on or before the 4th day of the month in which it is due.

c) TENANT must pay full RENT when due and may not deduct funds from rental payments for any reason, unless otherwise allowed by law.

d) TENANT may NOT pay RENT in cash without prior written permission from LANDLORD. TENANT must pay RENT by check or money order, online payment, or as otherwise agreed by LANDLORD in writing. If LANDLORD agrees to accept RENT in any other form than check or money order, a convenience fee will be added to the amount due. The convenience fee may change during the lease TERM. LANDLORD is not required to provide a receipt for payments made by check or money order, and evidence of such payments shall be maintained by TENANT. Currently the convenience fees for paying online are set dependent on payment type as follows:

a) $24.95 per charge for VISA payments.
b) 2.95% of MasterCard payments + $2.50.
c) $1.70 for one-time e-check payments.
d) $1.00 per month for recurring e-checks.

These convenience fees are subject to change at any time.

e) Any accord, satisfaction, conditions or limitations noted by TENANT on or in any payment shall be null and void.

f) Without being required to do so, LANDLORD can accept partial payment of RENT along with a signed copy of a Partial Payment Agreement containing terms acceptable to LANDLORD, but LANDLORD does not waive LANDLORD'S rights in such circumstance to collect and enforce the payment of the remainder of such RENT.

TENANT is liable for all costs or charges associated with LANDLORD having to provide special services (unless required by law) to TENANT or at TENANT'S request and for all fees or fees as described in Rules and Regulations. Unless required by law, the provision of any special services shall be at Landlord's sole and absolute discretion.

5. SECURITY DEPOSIT AMOUNT.

The SECURITY DEPOSIT is $_____. The SECURITY DEPOSIT must be paid on or before the date this LEASE is signed. This amount does NOT include any animal deposit if applicable.

6. FEES.

In addition to RENT and all other charges due under this Lease, TENANT agrees to pay LANDLORD the following fees and charges (list number of each in space below)

_____Application Fee $35.00 /Lease

_____Amenity Fee $75.00 /Lease

_____Other Fee (describe below) $_____/_____

_____

7. PLACE AND NAME OF PAYMENTS.

RENT payments are to be made payable to HUB ON CAMPUS EUGENE. Unless electronic payment arrangements are made, RENT must be paid to LANDLORD at the following address:

HUB ON CAMPUS EUGENE
515 E. Broadway
Eugene, OR 97401

8. RETURNED CHECK

If TENANT'S check is returned by the bank, TENANT:

a) shall pay a charge of $35.00 as returned check fee;

b) shall pay late charges retroactive to the due date listed in **Paragraph** 3; and

c) will be in violation of the LEASE for failing to pay the RENT on time, unless the returned check fee, applicable late fees and any late RENT charges are paid within the notice requirements of Oregon law.

If two (2) of TENANT'S personal checks are returned to LANDLORD, LANDLORD will require that all sums from TENANT be payable to LANDLORD in either certified or cashier's check or money order during the remaining balance of the TERM.

9. PARENTAL GUARANTEE.

Each TENANT listed on **Page 1** of this LEASE must provide LANDLORD a legally binding parental or sponsor's GUARANTEE in a form acceptable to LANDLORD in LANDLORD's sole and absolute discretion. The GUARANTEE for each TENANT must be delivered to LANDLORD within 7 days of TENANT signing this LEASE. LANDLORD may cancel this LEASE at any time thereafter if TENANT does not provide the GUARANTEE to LANDLORD. TENANT will not be allowed to move-In without a complete LEASE file including the GUARANTEE. If TENANT does not have a signed GUARANTEE form, TENANT is still liable for all LEASE payments for the TERM. **It is the LANDLORD'S option as to whether to accept the GUARANTEE or not. It is not the option of the TENANT as to whether or not to have the GUARANTEE completed and returned to LANDLORD.**

10. MEALS.

Meals are not offered at the PROPERTY.

11. TENANT'S UNIVERSITY.

TENANT'S UNIVERSITY shall mean any of the following institutions in which TENANT is either enrolled currently or attempting to enroll: University of Oregon, Lane Community College, New Hope Christian College, and Northwest Christian University.

12. RIGHT TO TERMINATE LEASE.

See Paragraphs 40 and 41.

13. NOTICES.

LANDLORD and TENANT must send all notices by pre-paid postage via certified or registered mail, return receipt requested, or via hand delivery (hand delivery shall include delivery by LANDLORD of the notice to the UNIT or in the TENANT mailbox or delivery to the Management Office by TENANT). Notice is given when notice is mailed or hand delivered.

TENANT must send or hand deliver notices to LANDLORD at the address listed in **Paragraph** 7 of this LEASE. LANDLORD must send or hand-deliver notices to TENANT at TENANT'S UNIT or mailbox.

14. UTILITIES.

a) LANDLORD will supply and pay for the following utilities / services:

Basic Cable Television
Internet Service
Trash

NOTE: TENANT agrees to use utilities in a careful and conservative manner. TENANT is responsible for all other utilities including (but not limited to): water, waste water, electricity, gas, and phone.

b) At the end of the LEASE, TENANT must provide LANDLORD with satisfactory proof that all utilities, if any, billed to TENANT have been paid in full. LANDLORD does not have to return any SECURITY DEPOSIT to TENANT until TENANT gives LANDLORD proof that TENANT has paid all utilities, and may at its option apply the SECURITY DEPOSIT to any outstanding utility charges. **TENANT must keep electric service in TENANT'S name for four (4) days following the end of the TERM.**

c) LANDLORD agrees to furnish trash removal at specific locations throughout the PROPERTY (this does NOT include door-to-door trash pickup), basic cable television, and internet service for the UNIT. Internet service will be provided by LANDLORD in each bedroom through an arrangement with an outsourced service provider. The gas, water and sewer service will be arranged by LANDLORD and the cost thereof will be allocated according to the total number of tenants engaged in lease contracts at the PROPERTY and charged to each tenant individually. TENANT will be required to pay those utilities directly to LANDLORD'S office during the TERM. TENANT must arrange for and place electric service in TENANT's name and usage will be sub-metered by the service provider and billed to the UNIT. TENANT will be responsible for payment directly to the electric service provider. If TENANT desires additional cable channels, they will be at TENANT'S expense and TENANT must contact the appropriate utility service provider. If TENANT fails to place electric service in TENANT's name and such service is billed to LANDLORD, LANDLORD will invoice TENANT for electric services used.

d) **INTERNET & TELEVISION SERVICE**

Telecommunications Services
LANDLORD is providing basic internet and basic television service to TENANT. This service includes television service and high speed broadband available in select locations throughout the building. Service is subject to Network Access, Acceptable Use and Performance Level terms (see below). If TENANT wants additional television channels, voice service or additional internet capacity, they will be at TENANT'S expense and TENANT must make arrangements through the LANDLORD-approved provider. These additional services not paid by LANDLORD must remain on and paid for by TENANT, in TENANT'S names, through their contracted ending date regardless of whether TENANT has vacated.

LANDLORD will not be liable for any interruption, surge, or failure of telecommunications services (including internet access, television service and voice service) to the Apartment or any damage directly or indirectly caused by the interruption, surge or failure. TENANT hereby releases LANDLORD from any and all such claims and waives any claims due to such outages, interruptions, or fluctuations unless due to LANDLORD'S own willful misconduct or negligence.

Network Access
TENANT may find it necessary to purchase a network interface card, wireless PC card or other hardware in order to connect to the internet service. LANDLORD is not responsible for the purchase of these items and LANDLORD cannot guarantee compatibility with any device TENANT may have. The computer and network card must have software installed that supports the Internet Protocol commonly referred to as TCP/IP. Any conflicts between the software compatibility of the network and the TENANT'S computer operating system or any other feature will be the responsibility of the TENANT to resolve. LANDLORD will not be responsible for software issues related to the user's personal computer.

Acceptable Use
Internet services, equipment, wiring and/or jacks may not be tampered with or modified. Internet users shall not setup, host or maintain "server" type services.

The Internet may be used for only legal purposes and to access only those systems, software and data for which the user is authorized. Sharing access to copyrighted material on the network is prohibited. Be advised that LANDLORD and LANDLORD-approved providers will cooperate fully with any law enforcement agency or official in the disclosure of all pertinent information pertaining to any investigation or prosecution of illegal conduct by an individual or suite where access of the Internet services were obtained. Tenant consents to any and all such disclosures.

All users of the Internet are advised to consider the open nature of information disseminated electronically, and should not assume any degree of privacy or restricted access to such information. LANDLORD and LANDLORD-approved providers strive to provide the highest degree of security for transferring data, but cannot be held responsible if these measures are circumvented and information is intercepted, copied, read, forged, destroyed or misused by others.

Performance Levels
Many factors affect the speed of access to the Internet. Internet users are not guaranteed the maximum service performance (throughput speed) levels but reasonable efforts will be made to ensure the highest possible quality of service is delivered. Internet users understand that any content that they may access may be subjected to "caching". Simultaneous use of bandwidth applications (e.g.: streaming media) by multiple users may result in a user experience that is slower when compared to single user.

Reasonable efforts will be made to ensure availability of the Internet services to users. Service outages for routine maintenance, equipment or service failures, or emergency servicing will happen over the course of the year and LANDLORD shall have no liability for any outages.

15. CONDITION OF UNIT.

TENANT accepts the UNIT and PROPERTY in its present condition and designates it fit and habitable. Within 48 hours of taking possession of the UNIT, TENANT must inspect the UNIT and provide LANDLORD a list of any defects or damages to the UNIT by completing a Move-in Condition Form. As part of this list, TENANT must test all smoke detectors. The purpose of the list is to document the condition of the UNIT at the time the term of the LEASE commences. Any items not identified by TENANT shall be deemed in good condition.

The list should be delivered to the LANDLORD at the address listed in **Paragraph 7**. TENANT should keep a copy of the list signed by LANDLORD or LANDLORD's representative. If LANDLORD receives no list within the time given, TENANT acknowledges that there are no defects or damages. The UNIT must be returned to LANDLORD in the same condition as it was provided, reasonable wear and tear accepted. TENANT is responsible for all damage to the UNIT that occurs after excepted, reasonable wear and tear excluded. **TENANT acknowledges and agrees that having to paint a UNIT at any time after TENANT takes possession of the UNIT could be billed back to TENANT if the damages are considered above reasonable wear and tear by the LANDLORD.**

16. APPLIANCES AND FURNITURE.

a) LANDLORD will provide the appliances and furniture listed below:

- Refrigerator/Freezer
- Dishwasher
- Range
- Washer & Dryer
- Microwave
- Flat Panel Television
- Couch and/or love seat
- Love Seat (not applicable in studios/1 bedrooms)
- Coffee Table
- Bar stools (not applicable in studios/1 bedrooms)
- Mattress and Bed frame
- Desk
- Desk Chair
- Mini Fridge

b) LANDLORD will repair or replace non-working appliances.

c) TENANT agrees to keep all appliances and furniture clean and to immediately report any appliance or furniture that is broken, damaged or not working properly. TENANT is responsible for the cost of repairing or replacing any appliance or furniture item which is broken, damaged, not working or not in the UNIT because of the fault of TENANT or TENANT'S guests. TENANT agrees to not add any additional refrigeration to the UNIT at any time.

17. LANDLORD UNABLE TO GIVE POSSESSION.

a) LANDLORD shall not be responsible or liable to pay any damages, or, be held liable, to TENANT if LANDLORD cannot give possession of the UNIT on the lease commencement date, for any reason whatsoever except as required by law.

b) If LANDLORD is unable to give possession of the UNIT to TENANT on the date when the LEASE is to commence, RENT will be abated on a daily basis during the delay. LANDLORD shall not be liable for any such delay in delivering possession of the UNIT to TENANT except as required by law. TENANT must pay RENT or additional charges for any part of a month that TENANT has possession.

c) TENANT may terminate the LEASE if possession of the UNIT is not given to TENANT within 60 days of the LEASE commencement date. TENANT must give notice of such termination to LANDLORD in writing before the 6th day after the 60-day period has expired. The LEASE will continue if TENANT does not give LANDLORD written notice that TENANT is terminating the LEASE pursuant to this paragraph, and TENANT's right to terminate the lease shall thereafter be null and void and all duties and obligations of TENANT under the LEASE will remain in full force and

effect in accordance with Oregon law.

18. USE.

a) Only the TENANT listed on this LEASE may live in the UNIT; however, TENANT acknowledges that that the UNIT may be occupied by another tenant provided the additional tenant has an executed LEASE for the UNIT or is listed in **Paragraph 1** of this LEASE.

b) TENANT may not commit any act or allow any activity to occur in the UNIT or on the PROPERTY, which violates or breaks any Federal, State or local laws or ordinances, or any applicable rules or regulations. TENANT may not use or allow the UNIT or the PROPERTY to be used for any disorderly or illegal purpose. The UNIT may only be used as a private residence.

c) TENANT may not store or allow any hazardous, flammable or toxic substances in or on the UNIT or the PROPERTY. TENANT may not do or allow any behavior in the UNIT or on the PROPERTY which is a nuisance or which creates a risk of injury, loss or damage. TENANT may not engage in or allow any activity, which increases the costs of insurance or the LANDLORD's ability to either obtain or maintain insurance coverage on the PROPERTY.

19. TENANT'S RESPONSIBILITY FOR INJURY OR DAMAGE.

TENANT agrees that TENANT is responsible for:

a) all personal property of TENANT and TENANT's family, guests or persons invited by TENANT in or on the PROPERTY, including automobiles;

b) loss, damage, costs, injury or death caused by TENANT or TENANT'S family, guests or persons invited by TENANT for the use of TENANT's property;

c) any claim due to acts or from any failure to act by TENANT or TENANT's family, guests or persons invited by TENANT; and

d) payment for damages or costs of LANDLORD from any claim based upon the acts of TENANT or TENANT's family, guests or persons invited by TENANT.

20. TENANT'S INSURANCE.

TENANT shall acquire and maintain for the TERM of the LEASE insurance coverage for:

a) the protection of any personal property of TENANT and TENANT's family or guests;

b) all claims by TENANT or TENANT's family, guests or persons invited by TENANT for injury or death occurring in or about the PROPERTY; and

c) TENANT's automobile(s).

DAMAGE TO TENANT'S PROPERTY AND INSURANCE:

LANDLORD does not provide any insurance coverage for TENANT's property. Unless caused by the willful or negligent actions of LANDLORD, or LANDLORD's agent's or employee's, neither LANDLORD nor LANDLORD's agents and/or employees shall be responsible for any theft, damage, loss or destruction of personal property of TENANT or TENANT's occupants, guests, licensees, invitees or agents due to fire, water, flooding, other casualty, act of God, or any other causes. TENANT IS ENCOURAGED TO INSURE PERSONAL PROPERTY IN AN AMOUNT SUFFICIENT TO COVER THE PROPERTY.

TENANT expressly and unequivocally agrees to be liable to LANDLORD and/or LANDLORD's insurer for damage to the UNIT or the PROPERTY, including but not limited to fire and water damage, caused by TENANT's negligent conduct, or the negligent conduct of TENANT's occupants, guests, licensees, invitees or agents. TENANT agrees to comply in all respects with any applicable policy of insurance so as to not cause an increase in premium or void any insurance policy.

21. LANDLORD'S ENTRY ONTO THE PROPERTY.

LANDLORD or LANDLORD'S agent may enter the UNIT by any means necessary, unless otherwise notated by Oregon law:

a) between 7:00 A.M. and 8:00 P.M. to (i) make repairs; (ii) deliver notices (iii) improve the UNIT; (iv) show the UNIT to possible buyers, lenders or TENANTs with 24-hour advance notice; (v) inspect the UNIT periodically for compliance with the LEASE terms; (vi) investigate a suspected violation of the LEASE; or (vii) for any other reasonable purpose.

b) without notice to TENANT and at any time in an emergency.

22. LANDLORD'S RESPONSIBILITY.

LANDLORD is not responsible for any loss, expense, injury or damage to any person or property caused by items including but not limited to:

a) theft;
b) fire;
c) ice, snow or rain;
d) water;
e) plumbing or pipe leaks;
f) malfunction of appliances;
g) interruption of any utilities or services at the UNIT or the PROPERTY
h) power surges;
i) sprinkler systems.

LANDLORD has no duty to remove ice, sleet or snow, but LANDLORD may do so in whole or in part, with or without notice to TENANT. EXCEPT FOR LANDLORD'S LIABILITY ARISING UNDER APPLICABLE LAW AND TO THE GREATEST EXTENT OF THE LAW, TENANT, FOR TENANT AND FOR TENANT'S GUESTS, RELEASE LANDLORD, AND LANDLORD'S RESPECTIVE SUCCESSORS AND ASSIGNS AND LANDLORD'S AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND AFFILIATES (collectively, the "RELEASED PARTIES") FROM ANY AND ALL CLAIMS AND/OR DAMAGES (i) FOR LOSS OR THEFT OF TENANT'S OR TENANT'S GUEST'S PERSONAL PROPERTY, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO TENANT, MEMBERS OF TENANT'S FAMILY OR TENANT'S GUESTS, IN OR ABOUT THE BEDROOM, THE UNIT, OR THE PROPERTY, EXCEPT TO THE EXTENT SUCH CLAIM OR DAMAGE WAS CAUSED BY THE SOLE NEGLIGENCE OF THE RELEASED PARTIES. TENANT ASSUMES FOR TENANT AND ALL MEMBERS OF TENANT'S FAMILY AND TENANT'S GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE UNIT, THE COMMON AREAS, THE PROPERTY OR THE PROPERTY'S RECREATIONAL FACILITIES OR OTHER AMENITIES, IT BEING UNDERSTOOD THAT ALL SUCH FACILITIES AND AMENITIES ARE GRATUITOUSLY SUPPLIED FOR TENANT'S USE, AND AT THE USER'S SOLE RISK. TO THE EXTENT PERMITTED BY LAW, TENANT HEREBY INDEMNIFIES LANDLORD AND EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, ACTIONS, COSTS AND DAMAGES WHICH LANDLORD OR ANY OF THEM MAY SUFFER OR INCUR AS A RESULT OF TENANT'S NEGLIGENCE, WILLFUL MISCONDUCT AND/OR VIOLATION OF THIS LEASE.

23. RULES AND REGULATIONS.

a) LANDLORD may make reasonable rules and regulations to protect:

1) the PROPERTY and the property of other TENANTs, neighbors, or other people; and,

2) the comfort, safety or rights of other TENANTs, neighbors, or other people.

b) TENANT will follow all rules and regulations made by LANDLORD, which are now in effect **and attached to this LEASE**. TENANT will follow any new rules and regulations made by LANDLORD during the TERM. **LANDLORD may charge TENANT a rule violation charge for each violation as in accordance to the Rules and Regulations. TENANT's parents and/or Guarantor may be contacted for any violation of the rules and regulations.**

24. PETS.

No animals (including mammals, reptiles, birds, fish, rodents, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the UNIT or PROPERTY unless LANDLORD has authorized so in writing. If LANDLORD allows an animal, TENANT must sign a separate Pet Addendum and pay a pet deposit and pet rent. A pet deposit is considered a general SECURITY DEPOSIT. LANDLORD will authorize a service animal or companion animal that a tenant with a disability requires reasonable accommodation under the Fair Housing laws. LANDLORD may require a written statement from a qualified professional verifying the need for the support animal.

TENANT must not feed stray or wild animals.

If TENANT or any guest or occupant of the UNIT violates pet

restrictions (with or without TENANT'S knowledge), TENANT will be subject to charges, damages, eviction, and other remedies provided in this LEASE. If a pet has been in the UNIT at any time during TENANT'S term of occupancy (with or without LANDLORD'S consent), LANDLORD will charge TENANT for de-fleaing, deodorizing, and shampooing. Pet-violation charges are for LANDLORD'S time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing pet restrictions and rules.

A written warning will be issued for the initial violation of any pet policies by TENANT or TENANT'S guest. A $50 fee will be assessed to TENANT upon the second violation of any pet policies listed above.

LANDLORD has no lien on the pet for any purpose.

25. TRASH REMOVAL / RECYCLING.

Trash must be disposed of in accordance with the directions of the LANDLORD. All trash must be removed as it accumulates in the UNIT. Trash may not be kept in closets, hallways, basements, etc. Additionally, TENANT may never place trash or debris near the front door or on the patio or balcony. If any trash or debris is found in these areas, a reasonable fee may be charged for the removal of all items.

26. UNAUTHORIZED VEHICLES.

a) TENANT may not park any vehicle on the PROPERTY unless LANDLORD and TENANT execute a Parking Lease allowing the TENANT to park a vehicle on the PROPERTY.

b) No unregistered or disabled automobiles, trailers, campers, boats, etc are allowed on the PROPERTY at any time.

c) TENANT may not make repairs to automobiles on the PROPERTY.

d) LANDLORD may tow at TENANT's expense any vehicle determined by LANDLORD to have been abandoned or parked in violation of this LEASE, a parking lease, or other applicable parking rules or regulations, or in violation of applicable law.

27. MAINTENANCE.

LANDLORD agrees to do any maintenance or structure repairs that are needed to the UNIT. TENANT agrees to keep the UNIT clean, neat and safe.

LANDLORD shall act with customary due diligence to:

(a) keep Common Areas of the PROPERTY (but not the UNIT, which shall be the responsibility of TENANT) reasonably clean;

(b) maintain fixtures, furniture, hot water, heating, and A/C equipment;

(c) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and

(d) make all reasonable repairs, subject to TENANT'S obligation to pay for damages for which TENANT is liable.

LANDLORD may temporarily turn off equipment and/or interrupt utilities to the UNIT and/or the PROPERTY to avoid property damage or to perform work requiring such interruption as determined in LANDLORD's sole judgment. LANDLORD will not be liable for any inconvenience, discomfort, disruptions or interference with TENANT's use of the PROPERTY because LANDLORD is making repairs, alterations or improvements to the UNIT or the PROPERTY. If TENANT requests any repairs, and LANDLORD approves such request, the repairs will be done during LANDLORD'S usual working hours unless TENANT requests in writing that such repairs be done during other hours and such request is approved by LANDLORD. If LANDLORD approves such request TENANT will have to pay in advance any additional charges resulting from such request.

TENANT agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the UNIT. To prevent or minimize the occurrence and growth of mold in the UNIT, TENANT hereby agrees to the following:

TENANT is responsible for replacing the HVAC filter at least four times during the lease TERM at TENANT's expense. TENANT may purchase filters from LANDLORD at a cost of $5.00 each.

TENANT shall (a) remove any visible moisture accumulation in or on the UNIT, including on walls, windows, floors, ceilings, and bathroom fixtures, (b) mop up spills and thoroughly dry affected area as soon as possible after occurrence, (c) use exhaust fans in kitchen and bathroom when necessary, and (d) keep climate and moisture in the UNIT at reasonable levels.

TENANT shall clean and dust the UNIT regularly, and shall keep the UNIT, particularly the kitchen and bath, clean and dry.

TENANT shall promptly notify LANDLORD in writing of the presence of any of the following conditions:

Any water leak, excessive moisture, or standing water inside the UNIT or any Common Areas.

Mold or mildew growth in or on the UNIT that persists after TENANT has tried to remove it with an appropriate household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach.

A malfunction in any part of the heating, air-conditioning, or system in the UNIT.

TENANT shall be liable to LANDLORD for damages sustained to the UNIT or the PROPERTY as a result of TENANT's failure to comply with the terms of this section, and LANDLORD shall not be liable for any damages sustained to TENANT's person or property as a result of any such failure.

TENANT is responsible for all pest control, except that LANDLORD shall provide an initial pest control treatment if the need for such treatment is reported to LANDLORD in writing within 10 days after move-in. If LANDLORD incurs the cost of pest control in the UNIT or the PROPERTY as a result of the actions or inactions of any tenant in the UNIT, all tenants in the UNIT shall be responsible for the cost thereof.

28. REPAIRS.

TENANT agrees to:

a) immediately report to LANDLORD any damages or needed repairs; and

b) pay for repairs which are needed due to the fault of TENANT or any of TENANT's family or guests.

If TENANT or any occupant needs to send a notice or request—for example, for repairs, installations, services, ownership disclosure or security-related matter-- **IT MUST BE SIGNED AND PROVIDED IN WRITING** to LANDLORD's designated representative (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). LANDLORD's written notes on TENANT's oral request do not constitute a written request from TENANT.

LANDLORD's compliance with or responding to any oral request regarding security or any other matters does not waive the strict requirement for written notices under this LEASE. TENANT must promptly notify LANDLORD in writing of: water leaks; mold; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. LANDLORD may change or install utility lines or equipment serving the UNIT if the work is done reasonably without substantially increasing TENANT's utility costs. LANDLORD may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water or similar cause, TENANT must notify LANDLORD's representative immediately. If air conditioning or other equipment malfunctions, TENANT must notify LANDLORD's representative as soon as possible on a business day. LANDLORD will act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. RENT will not abate in whole or in part.

If LANDLORD believes in its sole judgment that damage is substantial, or that performance of needed repairs poses a danger to TENANT, LANDLORD may terminate this LEASE without liability by giving TENANT at least five (5) days written notice.

LANDLORD may also remove personal property if it causes a health or safety hazard. If the LEASE is so terminated, LANDLORD will refund prorated RENT and all deposits, less lawful deductions.

29. CHANGES TO THE PROPERTY.

TENANT must obtain written permission from LANDLORD before TENANT makes any changes, improvements or additions to the UNIT. TENANT agrees that LANDLORD will not pay for changes made to the UNIT unless LANDLORD agreed in writing to pay for such changes.

30. LAUNDRY FACILITIES.

Individual washer and dryer is included in each unit. TENANT is responsible for cleaning lint trap after each dryer use to prevent fire.

31. TAKING OF PRIVATE PROPERTY.

a) Legal authorities are able to take property after paying for it. This is known as "condemnation".

b) TENANT agrees that if the PROPERTY, part of the PROPERTY, or the land on which the PROPERTY is located are taken:

1) LANDLORD can end this LEASE;

2) LANDLORD is not responsible for claims of TENANT for inconvenience or loss of use of the PROPERTY or any part of the PROPERTY; and

3) TENANT, by signing this LEASE, has assigned to LANDLORD any rights which TENANT may have to any money paid by the legal authorities for or relating to the taking of the PROPERTY.

32. UNENFORCEABLE LEASE CONDITIONS.

If any court determines that any condition or part of this LEASE is illegal or unenforceable, the rest of the LEASE shall continue in full force and effect.

33. SALE OF PROPERTY.

A new owner can end this LEASE by giving TENANT 90 day's written notice if there is:

a) a sale or transfer of the PROPERTY; or

b) a sale of the land or buildings in which the UNIT is located.

34. TRANSFER BY LANDLORD.

LANDLORD may transfer this LEASE. If transferred, TENANT's obligations shall continue in full force and effect to the new LANDLORD. The new LANDLORD will have all of the rights that the current LANDLORD has under this LEASE. LANDLORD may transfer this LEASE without obtaining TENANT'S approval.

35. SECURITY DEVICES.

LANDLORD is NOT obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security and LANDLORD can discontinue any such items at any time without notice.

36. DEFAULT BY TENANT.

TENANT shall be in default of this LEASE if TENANT:

a) fails to pay RENT or any other charges when due; or

b) does anything which is not permitted by this LEASE; or

c) fails to do anything which is required by this LEASE; or

d) gives LANDLORD false information, including information or signatures on TENANT's or the Guarantor's/Co-signers rental application, on the LEASE or on the GUARANTEE; or

e) any of the utilities which are payable by TENANT or the other tenants of the UNIT are not paid in a timely manner or are disconnected or shut-off; or

f) TENANT fails to pay any fees within 10 days after it is levied in accordance with this LEASE or the **Rules and Regulations**.

37. LANDLORD'S RIGHTS.

LANDLORD shall have the following rights in addition to any other rights of LANDLORD under this LEASE or applicable law.

a) If TENANT breaks any condition of this LEASE, any Addendum to this LEASE, or the **Rules and Regulations**, LANDLORD can:

(i) collect any past due RENT and utility payments and any sums which are due for the rest of the TERM from TENANT;

(ii) collect from TENANT for damages caused by TENANT or TENANT's breaking of any conditions of the LEASE or TENANT's doing of any act which is not permitted by the LEASE;

(iii) evict TENANT and take possession of the UNIT;

(iv) recover or file suit to recover:

(a) all RENT and additional charges which are due from TENANT;

(b) reimbursement for any damages; and,

(c) reasonable costs and expenses which are incurred by LANDLORD to enforce this LEASE, including court costs, collection costs and attorneys' fees.

b) These are not the only rights LANDLORD has if TENANT breaks this LEASE. Besides ending this LEASE and getting a court order to evict TENANT, LANDLORD can sue TENANT for unpaid RENT and other damages, losses or injuries.

If LANDLORD obtains a money judgment against TENANT, LANDLORD may use the court process or any other available process to take TENANT'S personal goods, furniture, motor vehicles and other assets to the maximum extent allowed by law.

FIRE OR OTHER CASUALTY. If in LANDLORD'S reasonable judgment, the Bedroom, the Building or the Property is materially damaged by Fire or other casualty, LANDLORD may terminate this LEASE within a reasonable time after such determination by giving TENANT written notice of such termination. If LANDLORD does terminate the LEASE, and TENANT did not cause the loss, LANDLORD will refund prorated, prepaid RENT and the Security Deposit, less lawful deductions. If LANDLORD determines that material damage has not been caused to the UNIT, the Building or the PROPERTY, or, if LANDLORD has elected not to terminate this LEASE, LANDLORD will, within a reasonable time, rebuild the damaged improvements.

38. CONTRACTUAL LIEN.

This section is intentionally left blank.

39. OTHER REMEDIES.

In addition to all of LANDLORD's other rights and remedies under Oregon law and this LEASE, if TENANT's RENT is delinquent and LANDLORD gives TENANT 5 days' prior written notice, LANDLORD may terminate electricity that LANDLORD has furnished at LANDLORD'S expense, unless applicable law provides otherwise. LANDLORD may report unpaid amounts to credit agencies. If TENANT defaults and moves out early, TENANT will pay LANDLORD any amounts stated to be rental amounts in **Paragraph 3** for the entire TERM, in addition to other sums due. Upon TENANT's default, LANDLORD reserves all other available legal remedies, including LEASE termination. Late charges are for LANDLORD'S time, inconvenience, and overhead in collecting late RENT (but are not for attorney's fees and litigation costs). TENANT must pay all collection-agency fees if TENANT fails to pay all sums due within
10 days after LANDLORD mails TENANT a letter demanding payment and stating that collection agency fees will be added if TENANT fails to pay all sums by that deadline. LANDLORD may accelerate RENT – see **Paragraph 46**.

40. ENDING THE LEASE.

a) **This LEASE will end at the time and date listed in Paragraph 2.** LANDLORD may not extend the term of this LEASE without the written consent of TENANT. TENANT may not extend the term of this LEASE without the written consent of LANDLORD. **Failure to vacate the UNIT at the end of LEASE shall be a violation of this LEASE.**

b) If LANDLORD fails to repair or remedy a condition for which it is obligated, by law, to repair or remedy, TENANT may pursue remedies under Oregon law, including the possibility of terminating this LEASE, by following this procedure:

(1) TENANT must make a written request for repair or remedy of the condition – after which LANDLORD shall have a reasonable time for repair or remedy;

(2) if LANDLORD fails to do so, TENANT must make a second written request for the repair or remedy (to make sure that there has been no miscommunication) – after which LANDLORD will have a reasonable time for the repair or remedy; and

c) Subsection (a) notwithstanding, if TENANT does not vacate the UNIT upon expiration of the TERM, the TERM shall convert to a week-to-week tenancy, which can be terminated by either party upon ten (10) days written notice. In the event that a week-to-week tenancy commences, TENANT agrees to pay weekly rent of $1,750 + Additional Amounts. Besides the modified TERM and RENT, all other terms and conditions of this Lease shall remain in full force and effect.

41. **EARLY TERMINATION.**

Except as otherwise expressly stated in this LEASE, and excepting cases of default by TENANT, this LEASE may not be terminated early unless it is agreed to in writing by both LANDLORD and TENANT. LANDLORD has no obligation to terminate this LEASE early. If LANDLORD agrees to any early termination of this LEASE, a termination charge will apply as specified by LANDLORD and must be paid before the LEASE is officially terminated. The Application Fee is never refundable.

UNLAWFUL EARLY MOVE-OUT; RELETTING CHARGE. LANLORD may elect to charge TENANT an abandonment or relinquishment fee of [Insert: Any amount up to one-and one-half times monthly rent], if TENANT abandons or relinquishes the property (including failing to move-in) during the TERM.

If LANDLORD does not elect to charge TENANT the abandonment or relinquishment fee, LANDLORD may recover from TENANT all actual damages, including, but not limited to, damages for loss of rent, and costs to re-let the Unit (including administrative costs, costs of advertising and showing the UNIT, utilities for showing, checking prospects, marketing costs, and locator-service fees. TENANT is expected to return the UNIT to the condition in which possession was taken in order to avoid incurring damage charges. LANDLORD will inspect the UNIT after TENANT vacates to assess damages and make any necessary repairs to the unit before a replacement TENANT moves in.

42. **SUBLETTING.**

TENANT may not transfer this LEASE or sublet the UNIT, nor any part of the UNIT without LANDLORD's prior written approval which may be granted or withheld in LANDLORD's sole and absolute discretion.

If TENANT permits another person to live in UNIT or provides key to a person not named on this LEASE, TENANT will be subject to all fees applicable by law and possible eviction. If departing or remaining tenants find a replacement tenant acceptable to LANDLORD before moving out and LANDLORD expressly consents to the replacement, subletting, or assignment, then the departing TENANT will no longer remain liable for remaining balance of the TERM.

Procedures for Replacement. If LANDLORD approves a replacement tenant, then, at LANDLORD'S option: (1) the replacement tenant must sign a new lease contract or an Addendum to *this* contract (at LANDLORD'S discretion) with or without an increase in the total SECURITY DEPOSIT; or (2) the remaining and replacement tenants must sign an entirely new lease contract. If the replacement tenant signs a new lease, LANDLORD shall inspect the UNIT and refund the appropriate amount of TENANT's security deposit. The replacement tenant shall be responsible for making a new security deposit as a condition to entering into the new lease. In the event that replacement tenant signs an addendum to the existing lease, the security deposit shall continue to be held by LANDLORD until the end of the TERM. At the end of the TERM, LANDLORD shall refund the deposit jointly to the TENANT and the replacement tenant. Notwithstanding anything to the contrary, TENANT will remain liable for the remainder of the original Lease Contract term unless LANDLORD agrees otherwise in writing.

43. **LEAVING THE UNIT.**

DEPOSIT RETURN, SURRENDER, AND ABANDONMENT. LANDLORD will mail TENANT's SECURITY DEPOSIT refund (less lawful deductions) and an itemized accounting of any deductions no later than 31 days after surrender or abandonment, unless statutes provide otherwise.

TENANT will have *surrendered* the UNIT when: (1) the move-out date has passed and no one is living in the UNIT in LANDLORD'S reasonable judgment; or (2) all UNIT keys and access devices have been turned in where RENT is paid—whichever date occurs first.

TENANT will have *abandoned* the UNIT when all of the following have occurred: (1) all tenants appear to have moved out of the UNIT in LANDLORD's reasonable judgment, and have been absent for at least seven (7) days; (2) clothes, furniture, and personal belongings have been substantially removed in

LANDLORD's reasonable judgment; (3) TENANT has been in default for non-payment of RENT for at least ten (10) days; and

(1) TENANT has not responded for five (5) days to LANDLORD'S notice left on the outside of the main entry door and mailed to

46. **INTENTIONALLY OMITTED.**

TENANT, stating that LANDLORD considers the UNIT abandoned. A UNIT may also be "abandoned" as specified by applicable statute.

If TENANT abandons the UNIT, LANDLORD may take possession of the UNIT and its contents. LANDLORD may dispose of the contents and re-rent the UNIT without obligation to TENANT. TENANT must pay the cost for removal and other associated costs, except as otherwise provided by Oregon law.

If LANDLORD sells the contents, TENANT will be credited with the actual amount received, less the cost of removal and sale. LANDLORD may destroy or otherwise dispose of some or all of the contents if LANDLORD reasonably determines that the value of the contents is so low that the cost of moving, storage and conducting a public sale exceeds the amount that would be realized from the sale.

TENANT must still pay the RENT for the entire term.

44. **TENANT'S DUTIES AT END OF THE LEASE.**

In addition to any other duties which TENANT has under this LEASE, TENANT will:

a) leave the UNIT when the LEASE ends and return all keys and access devices/remotes to LANDLORD;
b) return the UNIT:
1) clean and free of garbage or trash; and
2) in good order and repair, reasonable wear and tear excepted; and
c) comply with all other terms of this LEASE.

45. **SECURITY DEPOSIT TERMS.**

a) Before moving into the UNIT, TENANT must pay the SECURITY DEPOSIT amount listed in **Paragraph 5.**

b) TENANT may not apply or use the SECURITY DEPOSIT for payment of RENT under the LEASE.

c) TENANT agrees that during the TERM or prior to returning the SECURITY DEPOSIT to the TENANT, LANDLORD may decide to use all or part of the SECURITY DEPOSIT:
1) to pay for damages caused by TENANT to the UNIT and/or the PROPERTY; and/or
2) to pay for any unpaid RENT or additional charges owing to LANDLORD.

d) LANDLORD will return the SECURITY DEPOSIT within thirty-one (31) days after surrender or abandonment provided TENANT:
1) gives LANDLORD written notice of TENANT'S new address; and
2) did not damage the PROPERTY; and
3) paid all RENT and additional charges in full; and
4) fully performed all responsibilities under this LEASE.

See **Paragraph 43.**

A copy of the move-out procedures, which detail the cleaning and UNIT standards as well as the potential charges, may be obtained from LANDLORD at TENANT's request. TENANT is responsible for cleaning the UNIT, including all Common Areas, thoroughly and following all of LANDLORD's cleaning instructions prior to move-out. If TENANT does not clean UNIT to LANDLORD's specifications then LANDLORD will charge TENANT a reasonable fee for the cleaning of the UNIT. If UNIT is furnished, TENANT will be responsible for the cost, if any, for relocating the furniture in the UNIT to the appropriate pace in within the UNIT. Common Area damages will be split amongst all tenants in the UNIT. Bedroom damages will be split amongst all tenants that have leases for that specific bedroom.

THE SECURITY DEPOSIT will not be LANDLORD'S limit of damages if TENANT violates this LEASE, and TENANT may be liable for damages in excess of the Security Deposit. Among other items, the cost of labor and materials for cleaning and repairs, in excess of "normal wear" and the amount of delinquent payments of RENT and other charges, and late charges, may be deducted by LANDLORD from the Security Deposit.

47. **LOSS OF LANDLORD'S RIGHTS.**

LANDLORD does not give up rights by accepting RENT or

TENANT Initials: _____

any additional charges, or by delaying or not enforcing any term or condition of this LEASE.

48. NO JURY TRIAL.

LANDLORD and TENANT hereby waive their right to a jury trial in any lawsuit involving this LEASE.

49. WRITTEN CHANGES TO THE LEASE.

All of the promises and understandings between LANDLORD and TENANT are contained in this LEASE. There are no other promises or understandings between the parties. Any changes to this LEASE require writing and signature by LANDLORD and TENANT, or written notice delivered to TENANT 30 days prior to LEASE change effective date. Neither LANDLORD nor any of LANDLORD's representatives have the authority to make any oral promises, representations or agreements. This LEASE is the entire agreement between LANDLORD and TENANT. LANDLORD's representatives have no authority to waive, amend, or terminate this LEASE or any part of it, unless in writing and signed by LANDLORD, and no authority to make promises, representations or agreements that impose security duties or other obligations on LANDLORD or LANDLORD'S representatives shall be binding on LANDLORD unless in writing and signed by LANDLORD.

50. ATTORNMENT.

TENANT hereby agrees that TENANT will recognize as its LANDLORD under this LEASE CORE CAMPUS EUGENE, LLC and shall attorn to any person succeeding to the interest of LANDLORD in respect of the land and the buildings on or in which this UNIT is contained upon any foreclosure of any mortgage upon such land or buildings or upon the execution of any deed in lieu of such foreclosure in respect of such mortgage.

See attached addendum(s) for any additional terms, which are part of this LEASE.

51. SIGNATURES AND ACCEPTANCE OF CONTRACT.

This LEASE and any addenda may be signed in counterpart signatures. The lease APPLICATION is considered a part of the LEASE. If there are any conflicts between this lease and the application then this lease shall control

LANDLORD and TENANT agree to the terms and conditions is this LEASE.

TENANT acknowledges and agrees that TENANT has carefully read and understands this LEASE and that TENANT acknowledges that this LEASE constitutes a binding and enforceable contract between LANDLORD and TENANT.

This entire LEASE is 17 pages in length and includes:

1) Residential Agreement (Pages 1-8)
2) Rules and Regulations (Pages 9-14)
3) Security Acknowledgement and Guidelines (Page 15)
4) Drug-Free Crime-Free Lease Addendum (Page 16-18)
5) Damages and Cost Addendum (Page 19)

TENANT:

_____ _____

TENANT Signature Date

LANDLORD:

CORE CAMPUS EUGENE, LLC

_____ _____

OWNER'S REPRESENTATIVE Date

HUB ON CAMPUS EUGENE – RULES AND REGULATIONS ADDENDUM

The following RULES AND REGULATIONS are a binding part of TENANT'S LEASE. LANDLORD provides these RULES AND REGULATIONS for TENANT'S benefit and the benefit of the other tenants. Please understand that any violation of one of these RULES AND REGULATIONS by TENANT or TENANT'S guest constitutes a violation of this LEASE and LANDLORD may proceed with an eviction action or other legal proceedings provided for under this LEASE and provided by law. Defined terms used herein, which are not otherwise defined herein, shall have the meanings ascribed to them in this LEASE.

TENANT Accountability: The PROPERTY operates in a fun, yet adult atmosphere where most tenants will never find themselves involved with a disciplinary action. The majority of those who do require disciplinary attention will simply need a verbal warning. For those persons whose behavior is such that it requires further attention, any or all of the following may occur: A private meeting with the Property Manager, a written warning (with copies placed in file and sent to guarantors), restriction from areas or events, relocation within the community, fees, eviction or criminal and/or civil prosecution.

Violations of these RULES AND REGULATIONS will result in tenant fees as follows:

FIRST:	A written warning in the form of a first breach of rental agreement will be issued to the TENANT stating the first breach.
SECOND:	A $50 charge will be assessed against the TENANT.
THIRD:	A $50 charge will be assessed against the TENANT plus 5% of the current rent
FOURTH:	Possible Eviction

Fees are never split amongst all TENANTS but may be assessed individually in their full amount to each TENANT of a UNIT in instances where more than one TENANT has been involved in a RULES AND REGULATIONS violation. The fees above may be increased at Manager's discretion and manager may elect to EVICT TENANT for ANY SINGLE VIOLATION OF THE RULES AND REGULATION should manager reasonably believe the infraction was severe enough to warrant such action. ALL VIOLATIONS REGARDING THE THROWING OF ITEMS OFF BALCONIES OR FROM WINDOWS, THE TAMPERING OF LIFE SAFETY EQUIPMENT, or FIGHTING CARRY AN IMMEDIATE FEE AND POSSIBLE EVICTION.

SECURITY CAMERAS

The common areas or certain parts of the common areas of the PROPERTY may be monitored by either recorded or live surveillance devices. Any person or persons engaging in illegal activities, damaging actions, and/or vandalism may be subject to prosecution under Oregon statutes and legal action by LANDLORD. No cameras exist in any restroom or tanning bed room. These common areas are the only areas, besides the UNIT, on the PROPERTY where there is a reasonable expectation of privacy.

WINDOWS, DOORS & WINDOW COVERINGS

Windows and doors shall not be obstructed, and use of foil or other similar materials over windows is prohibited. If LANDLORD provides blinds on windows, TENANT may not remove such blinds. If TENANT installs draperies over the blinds, any damage will be repaired by TENANT or at TENANT'S expense. No article, sign, poster, decoration or thing may be hung or placed on the outside of a UNIT, or displayed on the inside of UNIT so as to be visible from the outside of UNIT. Screens, if provided, must remain permanently in place at all times and should never be removed. Nothing shall be thrown out of the windows.

Damage to property, including but not limited to paint, plaster, walls, appliances, doors, cabinets, carpet, floors or furniture, or damage to any part of the UNIT caused by leaving windows or doors open during inclement weather will be the responsibility of TENANT.

BALCONIES AND PATIOS

Balcony and patio areas (both front and rear) are to be kept clean and orderly. They are not to be used as storage areas and articles must not be hung over railings. No trash may be kept on balconies or patios at any time. Kegs are prohibited on the PROPERTY and within the UNIT, they are not to be permitted on balconies or patios. Additional lights are not permitted on the balconies or patios. Only bona fide patio furniture may be kept on balconies or patios. Only 1/3 of balcony space may be covered by patio furniture. TENANT hereby acknowledges that all gas and charcoal barbecue grills, patio torches, fire pits and chimineas are strictly prohibited on balconies and patios. It is agreed that LANDLORD shall have the right to remove barbecue grills and any other of TENANT'S personal items or to remove and dispose of rubbish left on any outdoor porch or in the yard at TENANT'S sole expense. There will be a fee as notated above for each bag of trash or small debris removed from the balcony and large item that requires removal from the balcony. The TENANT further agrees that they will be responsible for any property damage or bodily injury liabilities and responsibilities arising from any violation of this rule. **LANDLORD reserves the right to remove and discard any items stored in the balcony or patio area that is not permitted. Balcony fees will be assessed to the entire UNIT unless it can be proven that the belongings in violation are the sole responsibility of one or a fraction of the TENANTS occupying said UNIT.**

Throwing objects from balconies, windows, sliding glass window/wall or any other area of the building are strictly prohibited. TENANT understands that in the event that ANY items are thrown from UNIT balcony or windows, TENANT will be subject to an immediate fee and potential eviction and shall be subject to criminal prosecution. Items which may fall from the balcony are not allowed on the balcony and therefore any object which falls from a balcony will be treated the same as any that were thrown. Any investigation of alleged incidents will be reported to TENANTS UNIVERSITY. In the event of abuse of the balcony or violation of this rule, LANDLORD reserves the right to secure the balcony door so that TENANT may not access the balcony.

NO SOLICITATION OR DISTRIBUTION OF MATERIALS

TENANT(S) may not distribute, post or hang any signs or notices in any portion of the PROPERTY, without written approval from LANDLORD.

Solicitation shall not be permitted at the PROPERTY, either by TENANT or others.

SUBLETS AND ASSIGNMENTS

TENANT agrees that UNIT, or any part of UNIT, shall not be assigned, sub-let, or permitted to be used for any purposes not expressly permitted herein, without the advance written consent of LANDLORD. In the event TENANT permits another individual to occupy the leased premises without the written consent of LANDLORD, the unauthorized individual will be required to immediately vacate the UNIT, the locks will be changed, the key fobs will be deactivated, and the TENANT will be subject to a lock rotation service fee.

LOCKS AND KEYS

Locks may not be changed or added by TENANT without prior written permission of LANDLORD. Locks must be left in place upon vacating the UNIT. LANDLORD must have keys to all changed locks. All keys and, if applicable, gate cards, fobs and remotes must be returned to LANDLORD upon termination of occupancy, or LANDLORD may charge actual replacement costs.

If TENANT finds it necessary to have authorized personnel unlock UNIT or Bedroom, a $50.00 service fee will apply, payable at the time service is rendered. LANDLORD will furnish TENANT with one key to the main entry door, one key to the Bedroom (if applicable), and one key to the mailbox. TENANT will be charged $50.00 per lost key (entry door, bedroom door, or mailbox) and $50.00 per gate remote or key fob not returned, or for those requiring replacement during the TERM of TENANT'S occupancy. Each TENANT may only possess one main entry door key; therefore, if the main entry door key is lost and TENANT requires a replacement, locks will be changed and TENANT will be charged $75.00 for the lock rotation. TENANT agrees that such keys are provided solely for TENANT'S own use; duplicates will not be made of such nor will keys be loaned to any person. LANDLORD reserves the right to suspend this service at any time.

TRASH AND TRASH CHUTE

TENANT must dispose of all trash in the proper bins in various collection areas on the PROPERTY. If property is equipped with a Trash Chute or Dumpster available to TENANT, then TENANT must use the Trash Chute or Dumpster to dispose of all waste. **TENANT may NOT leave trash around the outside of TENANT'S UNIT or on the PROPERTY for ANY LENGTH OF TIME.** LANDLORD will impose a fee as notated above for violation of this policy as well as for any littering by TENANT or TENANT'S guests. TENANT agrees to bag all trash entering the garbage chute in accordance with applicable garbage and recycling principles followed in the building. Any combustible, smoldering, or explosive material is strictly prohibited from entering the trash chute. TENANT agrees not to dispose of large items or dispose of loose cardboard boxes in the chute. TENANT shall be liable for any damages caused by violation of this rule.

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NO SMOKING

Smoking is strictly prohibited on the premises including in the UNIT, all amenity areas, and common areas (including the amenity and pool deck). Any TENANT found in violation of this policy will be immediately feed by management and risks fees imposed by city ordinances. Violations of this policy will result in fees as follows:

FIRST:	A written warning in the form of a first breach of rental agreement will be issued to the TENANT stating the first breach.
SECOND:	A $50 charge will be assessed against the TENANT.
THIRD:	A $50 charge will be assessed against the TENANT plus 5% of the current rent
FOURTH:	Possible Eviction

UTILITIES

TENANT must keep all utilities to the UNIT active; TENANT cannot turn off TENANT'S utilities if TENANT leaves, even for vacation. Unless LANDLORD instructs TENANT otherwise, TENANT must, for 24-hours a day during freezing weather, (a) keep UNIT heated to at least 50 degrees F., (b) keep cabinet and closet doors open; and (c) drip hot and cold water faucets. For any day with weather exceeding 100 degrees, TENANT must keep UNIT cooled to a temperature no higher than 85 degrees. TENANT is liable for damage to both LANDLORD'S and TENANT'S property and the property of others if the damage is the result of the utilities being turned off or because of broken water pipes due to TENANT'S violation of these requirements. All light bulbs must be operational at the time TENANT vacates the UNIT. Colored bulbs are not allowed in any exterior light fixtures.

PETS

Pets are not allowed in UNIT in any instance besides the use of a service or companion animal as notated in Section 24. In the case that TENANT or TENANT'S guests utilize a service animal, management should be made aware of the specifications of the animal.

STAFF COMPLIANCE

TENANTS are required to comply with directives from staff, security personnel, and police and/or fire personnel at all times. Failure to comply with staff, security personnel, police and/or fire personnel will be considered a material breach of the lease and in addition to any other remedy allowed in this LEASE or by law, shall subject TENANT to an immediate fee of up to $1,000 and/or eviction.

ALCOHOL, DRUGS, STOLEN PROPERTY

The decision to drink alcohol, and how much to drink is a personal one. Alcohol related conduct, which infringes on the rights of others to a quiet, orderly living environment is not acceptable under any circumstances

Consumption of alcohol must be in compliance with all federal, state, and local laws. No alcohol containers, which are larger than one gallon, are permitted on the PROPERTY. Kegs are prohibited on the PROPERTY and within the UNIT and on balconies. **Glass containers of any type or any other container containing alcohol are not permitted in common areas of the PROPERTY. Open containers of any kind containing liquid are not permitted in the hallways, lobby, or parking garage.**

LANDLORD or its agents may make periodic inspections of TENANT'S UNIT in order to ascertain any physical problems and also to ensure that LANDLORD'S property is being cared for properly. If during the course of an inspection, stolen property (I.E., unauthorized property, highway signs, etc.) or contraband is found, it will be removed by personnel immediately and TENANTS of UNIT may be subject to civil action.

It is illegal to use or possess illegal drugs or other controlled substances in both public and private spaces. TENANT(S) using, possessing or selling illegal drugs will be subject to disciplinary and/or criminal action, fees and possible eviction per these RULES AND REGULATIONS. No warning notice will be given and fees and/or eviction may be assessed at the LANDLORD'S discretion.

TENANT, on behalf of TENANT and TENANT'S guests and invitees, agrees to use and occupy the UNIT in strict accordance with all applicable laws, regulations and ordinances, including without limitation those of the State of Oregon, the City of Eugene, and TENANTS UNIVERSITY, including the Student Code of Conduct. This shall specifically apply, without limitation, to all laws, regulations and ordinances relating to the possession and consumption of alcohol and drugs. A breach of this paragraph shall be a material breach of this lease. Failure to comply with the provisions of this paragraph shall be deemed a material breach of this LEASE, and in addition to any other remedy allowed in LEASE or at law, shall subject the TENANT to an fees and/or eviction. The Property Manager has full discretion regarding disciplinary action depending on the severity of the incident.

PLUMBING AND GARBAGE DISPOSAL

Lavatories, sinks, toilets, and all water and plumbing apparatus shall be used only for the purpose for which they are constructed. Sweepings, rubbish, rag, or other foreign substances shall not be thrown in such plumbing apparatus. The cost of repairs/replacement resulting from any damage to such apparatus and the cost of cleaning or repairing plumbing resulting from misuse shall be borne by TENANT.

TENANT agrees to not place hard objects, such as bottle caps, tab tops, pits of fruit, etc. in the garbage disposal in order to avoid a jam. Fibrous materials such as cigarettes, paper, banana skins, etc. will plug the disposal. In the event LANDLORD is called to fix a disposal and such materials are found therein, LANDLORD reserves the right to charge TENANT for the expense occurred.

FURNITURE

If UNIT is furnished by LANDLORD, TENANT may not remove any furniture, equipment or appliances from UNIT.

CONDITION OF THE UNIT AND ALTERATIONS

TENANT accepts UNIT, fixtures, and furniture as is. LANDLORD disclaims all express and implied warranties. TENANT will be given a Move-In Condition Form at the time of move-in. Within 48 hours after move-in, TENANT must sign and note on the form all defects or damage and return it to LANDLORD. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

When TENANT moves in, LANDLORD will supply light bulbs for fixtures LANDLORD furnishes, including exterior fixtures operated from inside UNIT; after 30 days, TENANT will replace them at TENANT'S expense with bulbs of the same type and wattage. All light bulbs must be operational at the time TENANT vacates the UNIT. Colored bulbs are not allowed in any exterior light fixtures. FOR LIGHT FIXTURES WITH HALOGEN BULBS, TENANT MUST HAVE LANDLORD CHANGE BULB. BULB MAY BE PURCHASED BY TENANT AND LANDLORD WILL NOT CHARGE LABOR COSTS TO INSTALL THE BULB.

TENANT must use customary diligence in maintaining UNIT and not damaging or littering the common areas. Unless authorized by statute or by us in writing TENANT must not conduct any repairs, paint, install wallpaper, install carpeting, perform electrical changes, or otherwise alter LANDLORD'S property. No holes or stickers are allowed inside or outside UNIT. No water furniture, refrigeration, washing machines, extra phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless allowed by statute or LANDLORD has consented in writing. TENANT agrees not to alter, damage, or remove LANDLORD'S property, including alarm systems, detection devices, furniture, telephone and cable TV wiring, screens, locks, and security devices.

No painting is allowed in UNIT. TENANT should not cover more than 25% of each wall with papers, posters, fabric, etc. In addition, no holes of any kind are permitted on any room or interior door. All window coverings must be approved by LANDLORD. Any and all repairs needed within TENANT'S room and UNIT and other areas must be performed only by authorized maintenance personnel. TENANT(S) will be charged for the repair of any damage for which TENANT or TENANT'S guests are responsible.

TENANT may not install any wiring within UNIT. Absolutely no holes may be drilled within UNIT by TENANT - including without limitation outside or inside walls, roof, windows, or balcony railings. TENANT may not store anything in closets where gas appliances, or heating and cooling equipment is installed.

Welcome mats, rugs or carpet remnants are not permitted in hallways.

TENANT'S improvements to UNIT (whether or not LANDLORD consents) become LANDLORD'S unless LANDLORD agrees otherwise in writing. LANDLORD shall have the right to immediately dispose of all TENANT'S belongings that remain in the UNIT after the termination of the lease term. The LANLDORD shall have no obligation to notify the TENANT regarding the disposal of personal belongings left in the UNIT after the lease termination.

TENANT is responsible for carpet cleaning at the end of the LEASE. Carpets must be cleaned by a professional cleaning company and a receipt must be delivered to LANDLORD on or prior to move-out.

MAIL

The mailbox is to be used jointly by all the tenants assigned to TENANT'S UNIT. Packages may be received at the office. However, **LANDLORD takes no responsibility for lost, damaged or stolen property left with the office.** If TENANT decides to have packages dropped at the office, TENANT is doing so at TENANT'S own risk. LANDLORD encourages all tenants to obtain the appropriate insurance when having packages delivered. Packages which are not claimed within 30 days will not be held. LANDLORD reserves the right, at any time, to discontinue its acceptance of packages and reserves the right, on a case by case basis, to refuse to accept certain packages if LANDLORD is not comfortable accepting a particular package.

GUESTS / DELIVERIES

TENANT'S guests must abide by these RULES AND REGULATIONS. As host, TENANT is held accountable and is responsible for the conduct of TENANT'S guests at all times. LANDLORD reserves the right to exclude guests or others who, in LANDLORD'S sole judgment, have been violating the law, violating the LEASE or any rules or policies of the PROPERTY, or disturbing other tenants, neighbors, visitors or LANDLORD'S representatives. LANDLORD may also exclude from any patio/balcony or anywhere on the PROPERTY a person who refuses to or cannot identify himself or herself as TENANT or TENANT'S guest.

LANDLORD reserves the right to deny any guest access to the PROPERTY for any reason including non-payment of rent by TENANT.

TENANT must notify LANDLORD in writing of any expected guest(s), delivery service, maid service, etc. No key will be given to any guest, delivery service, maid service, and etc. without prior written permission from TENANT.

LANDLORD acknowledges the right of TENANT to entertain guests, but requires that no more than ten (10) persons are allowed in UNIT at one time and that order and tranquility prevail at all times. Any guest staying overnight for more than 2 consecutive 24-hour periods must receive written approval from LANDLORD. TENANT will be charged applicable fees and will be subject to disciplinary/legal action, up to and including eviction for all violations of this rule. TENANT will also be responsible to pay all fees as a result of guest behavior that violates rules, regulations, and policies of this LEASE.

Guests become the responsibility of TENANT once they enter the building.

TENANT will be responsible for the cost of repairs for any and all damages caused by an excess number of people within the UNIT. TENANT is responsible for the actions of TENANT'S guests at all times while guests are on the PROPERTY or in any UNIT. LANDLORD may exclude guests or others who, in LANDLORD'S judgment, have been violating the law, violating this LEASE or any property rules, or disturbing other tenants, neighbors, visitors, or LANDLORD'S representatives. LANDLORD may also exclude from any patio/balcony or anywhere on the PROPERTY a person who refuses to or cannot identify himself or herself as TENANT or TENANT'S guest. TENANT'S failure to comply with LANDLORD'S request of exclusion of a guest will result in eviction of TENANT. ALL TENANTS AND TENANT'S GUESTS OF PROPERTY MUST CARRY A GOVERNMENT ISSUED PHOTO IDENTIFICATION CARD AT ALL TIMES.

NOISE

TENANT, members of TENANT'S family, and guests shall at all times maintain order in UNIT and at all places on the PROPERTY, and shall not make or permit any loud, improper, objectionable, disturbing or boisterous conduct or noise or otherwise disturb the comfort or interrupt the sleep of other tenants.

Musical instruments, radios, stereos, television sets, amplifiers and other instruments or devices may not be used in such a manner as may constitute a nuisance or disturb other tenants. LANDLORD reserves the right at any time to assess a fee to the TENANT, contact guarantors, or declare TENANT in violation of the LEASE due to excessive noise and disturbances. LANDLORD and/or its agents on duty are the sole judge(s) of excessive volume levels, and reserve the right to enforce these rules.

Any general noise disturbances, i.e. noise from music, parties, machinery, etc., should be reported to LANDLORD or LANDLORD'S representative immediately. TENANT waives all rights to privacy when noise coming from UNIT is so loud that TENANT is unable to hear LANDLORD knock

TENANT will be found in violation of this LEASE and will be subject to fees and other disciplinary action if LANDLORD receives notice from the Police Department that noise levels were excessive.

For the protection of community and all tenants, if TENANT does not answer the door for police, security, and/or HUB ON CAMPUS EUGENE staff, TENANT will be subject to a fee and will be considered in default of the LEASE.

COMMON AREAS

TENANT recognizes that the common area facilities which may include such items as a Fitness Center, Sauna, Volleyball Court, BBQ Area, Swimming Pool, Parking Garage, Commercial Spaces, Television Room, Hot Tubs, Theater Room, Game Room, Study Lounge, Business Center or other similar facilities (hereinafter said Common Area Facilities are collectively referred to as "FACILITIES") have been made available by LANDLORD to TENANT.

Policies for FACILITIES are posted in a conspicuous location and MUST be observed at all times. Anyone who violates these policies risks losing the privilege of using these FACILITIES and/or eviction.

Only TENANT and invited guests accompanied by TENANT may use the FACILITIES provided by LANDLORD. FACILITIES may be used by such persons only in strict compliance with posted FACILITY policies and procedures. From time to time supplemental rules and regulations may be adopted by LANDLORD with respect to each FACILITY and will either be posted in appropriate areas or furnished in writing to tenants.

Neither TENANT nor TENANT'S guests may use the FACILITIES, parking lots or grounds in such a manner that interferes with the enjoyment of other tenants.

The driveways, sidewalks, courts, entry passages, stairs and halls shall not be obstructed or used for any purpose other than ingress and egress. Bicycles and other like vehicles shall not be allowed to obstruct the driveways, sidewalks, courts, entry passages, stairs or halls.

Use of common areas within the PROPERTY shall be governed by these RULES AND REGULATIONS and any Policies posted in the FACILITIES and shall be used at the risk of TENANT and TENANT'S family and guests. No guest shall be permitted within the FACILITIES unless TENANT is also present. **To extent allowable by Oregon law, TENANT indemnifies LANDLORD and holds LANDLORD harmless against all claims for personal injury sustained by TENANT and TENANT'S family and/or guests in their use and enjoyment of the FACILITIES.** Glass containers pose a serious risk of injury and are prohibited anywhere in the Common Areas on the PROPERTY.

In order to use FACILITIES, TENANT agrees that:

a. TENANT shall not permit any guests to use FACILITIES without TENANT present;
b. TENANT shall use FACILITIES in a prudent manner, consistent with the customary use of the FACILITIES;
c. TENANT shall not use FACILITIES in a manner which is offensive or dangerous to TENANT or any users of FACILITIES;
d. TENANT will follow policies as established by LANDLORD in connection with the operation of FACILITIES;
e. LANDLORD shall have the right to discontinue providing any or all FACILITIES at any time and for any reason;
f. LANDLORD does not provide attendants or supervision of any kind for FACILITIES;
g. LANDLORD has made no representation (i) that LANDLORD'S representatives have any expertise in

the operation of FACILITIES, (ii) that FACILITIES are fit for any particular purpose or (iii) as to the physical condition and operation of FACILITIES; and

h. USE OF FACILITIES BY TENANT SHALL BE WHOLLY AT TENANT'S OWN RISK.

LANDLORD reserves the right to prohibit use of FACILITIES to any individual that LANDLORD, in its sole judgment, believes has failed to comply with any of the provisions of this Section.

Unauthorized PETS are not allowed within the FACILITIES or UNIT at any time for any reason.

In connection with TENANT'S use of FACILITIES, TENANT is responsible for payment for damages or costs to LANDLORD from any claim based upon the acts of TENANT or OCCUPANT or TENANT'S guests (which are prohibited from using FACILITIES); and

TENANT may not access any property facilities, common areas, or commercial spaces during unauthorized hours or times.

OUTDOOR DECK USE

TENANTS and TENANT"S GUESTS are required to wear LANDLORD-issued wristbands on the outdoor deck at all times. TENANTS will be provided with a wristband at the time of move-in and guest wristbands can be obtained during normal business hours from the front desk. Individuals without a wristband will be required to leave the outdoor deck and will be subject to disciplinary action in accordance with paragraph 3 of the rules and regulations.

Smoking and glass are strictly prohibited on the outdoor deck. Individuals caught smoking or possessing glass will be subject to an immediate fee and will be required to leave the outdoor deck. Repeat violations will result in additional fees, revocation of amenity privileges, and/or eviction.

All food or beverage containers must be stored in a cooler at all times on the outdoor deck. No glass is allowed on the deck. Beverage containers in excess of 24oz are not allowed on the deck. If asked by Landlord, Tenant will remove all food and beverage from the deck for any reason. Styrofoam cups and plates are prohibited on the outdoor deck at all times.

HAZARDOUS MATERIALS

TENANT will not store or bring any hazardous materials on the PROPERTY or use the PROPERTY for any hazardous purposes.

FIRE SAFETY

Immediately call 911 in the event of a fire emergency.

LANDLORD shall furnish smoke detectors in good working order, when TENANT first takes possession. TENANT must immediately report smoke detector malfunctions to LANDLORD. The intentional sounding of any smoke alarm is prohibited. Neither TENANT nor others may disable smoke detectors. <u>If TENANT disconnects or intentionally damages the smoke detector or does not replace batteries as needed, TENANT may be liable to LANDLORD for necessary damages.</u> If TENANT disables or damages the smoke detector or fails to report malfunctions to LANDLORD, TENANT will be liable to LANDLORD and others for any loss, damage, or fees from fire, smoke, or water to the fullest extent of Oregon law. Additionally, TENANT shall pay a $250 fee for any instance in which TENANT or his or her guest's removes or tampers with a properly functioning smoke alarm. TENANT is responsible for the cost of battery replacement for the smoke detectors.

TENANT agrees:

a. to notify LANDLORD immediately in writing if TENANT perceives there to be any problem, defect, malfunction or failure with the smoke detectors in UNIT;
b. not to remove, modify, damage or service the smoke detector(s) other than replacing batteries when needed.
c. that LANDLORD is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s);
d. that TENANT assumes full and complete responsibility for all risk and hazards attributable to, connected with or in any way related to the operation, malfunction or failure of the smoke detector(s). This responsibility will exist even if such malfunction or failure is attributable to, connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of the smoke detector(s); and
e. that LANDLORD is not responsible for false alarms or malfunctions of the smoke detector(s) or any resulting inconvenience, expense, or consequences.

If TENANT'S UNIT contains an overhead sprinkler system, TENANT must take care not to unintentionally trigger the overhead sprinkler system in TENANT'S UNIT. TENANT may NOT hang items from the overhead sprinklers. A simple depression of the sprinkler head will result in a total draining of water from the system. LANDLORD will not be responsible for any damage that occurs as a result of such situations.

Space heaters and other similar appliances are prohibited. Appliances or items that use excessive amounts of electricity and/or create excessive heat are prohibited.

Candles or any other burning devices (including incense, stemo, kerosene, or oil lamps) are not permitted within UNIT or any area of the PROPERTY. Neither LANDLORD nor Management Company will be responsible for any damage resulting from the use of such items.

VEHICLES/PARKING

TENANTS and/or guests are not permitted to park in garaged or off-site parking spaces unless assigned by LANDLORD and TENANT has an executed Parking Agreement. No residential on-street parking permits will be granted for TENANTS of the PROPERTY.

Improperly parked vehicles will be towed at the vehicle owner's expense and sole risk.

If LANDLORD provides TENANT with a vehicle identification sticker (decal), it must be displayed in the front windshield (above the registration and inspection stickers) of TENANT'S vehicle at all times (if applicable). TENANT must return TENANT'S vehicle identification sticker when TENANT moves out.

TENANT may not repair any gasoline or gas-fueled vehicle, motorcycle, boat, moped, or other similar vehicle in any area of the PROPERTY.

Vehicles in use on the PROPERTY may not exceed a speed of 5 miles per hour.

If LANDLORD designates certain parking areas within the PROPERTY as TENANT Only Parking or Guest Only Parking, TENANT acknowledges that TENANT and/or TENANT'S Guests who violate these designations may be towed at the expense and sole risk of the vehicle owner.

The washing of cars or other vehicles on the PROPERTY is prohibited. If there is a designated car wash area, TENANT may wash TENANT'S vehicle in this area only. The repairing or performing of other mechanical or maintenance work on TENANT'S vehicle within the PROPERTY is prohibited at all times.

Trailers, campers, mobile homes, recreational vehicles, commercial vehicles (commercial trucks or equipment or vehicles that carry or are mounted with equipment used in a profession or employment, including taxis), trucks (other than a standard size or smaller pick-up truck or van), inoperable vehicles of any kind, boats, or similar equipment or vehicles, cannot remain in any area of the PROPERTY except for the temporary purpose of loading or unloading of passengers or personal property unless TENANT has a written agreement with LANDLORD. Vehicles parked in violation of this provision are subject to towing at the vehicle owner's expense.

Prohibited vehicles include: those having a flat tire or other condition rendering it inoperable; those having an expired license or inspection sticker; those taking up more than one parking space; those belonging to a person who does not have a current parking contract or former tenant who has has been evicted; those parked in a designated handicap space without the required handicap insignia; those blocking another vehicle from exiting or entering; those parked in a fire lane or designated "no parking" area; or those parked in a space designated to or assigned to other tenant(s).

TENANT(S) should call the designated towing company or management office to report a parking violation. The management office may notify the towing company, who will tow the vehicle, if any of the following situations exist:

a. The unauthorized vehicle is parked in such a manner as to obstruct a fire lane;
b. The unauthorized vehicle is obstructing an entrance, exit, space or aisle of the parking facility;
c. The unauthorized vehicle is parked in a space that has been reserved by another vehicle owner; or
d. The unauthorized vehicle is parked in any space for which they do not have the required permit or authorization.

TENANT agrees that if Parking Agreement is executed, TENANT must park inside designated gate(s).

PROPERTY GATES

TENANT agrees as follows:

a. LANDLORD has furnished gate(s) on the PROPERTY for the sole purpose of restricting access to the PROPERTY, not for TENANT'S safety.
b. The installation or use of the gate(s) shall not in any way prevent LANDLORD at any time, from permanently removing the gate(s) and removal thereof shall not be a breach of any expressed or implied warranty, covenant, or obligation under the LEASE; and
c. TENANT understands how to use the gate(s) and shall not act in any way to impair the use or function of the gate(s).
d. TENANT shall comply with the approved guidelines of the gate(s) in that one vehicle at a time is permitted through the gate(s). Following another vehicle too closely through the gate could result in damage to TENANT'S vehicle and is not allowed.
e. Entering through an exit gate is prohibited and could cause severe tire damage.

EXPRESS WAIVER OF WARRANTY:

a. TENANT is advised that the gate(s) are mechanical devices and can be rendered inoperative at any time. LANDLORD shall not be liable for a temporary failure of the gate(s).
b. TENANT agrees that LANDLORD'S installation or use of the gate(s) does not constitute a voluntary understanding or agreement by LANDLORD to provide security to TENANT, TENANT'S family, guests, or other occupants of UNIT.
c. Unless due to LANDLORD'S own willful misconduct or negligence LANDLORD is not and shall not become liable to TENANT, TENANT'S family, guests or other occupants for any injury, damage or loss whatsoever which is caused as a result of any problem, defect, malfunction or failure of the performance of the gate(s). TENANT further agrees that LANDLORD is not liable for injury, damage, or loss of any person or property caused by any other person, including, but not limited to, theft, burglary, trespass, assault, vandalism or any other crime. Neither LANDLORD nor LANDLORD'S agents, contractors, employees, or representatives shall be liable in any way for any disruption in the operation of the gate(s) and TENANT agrees on behalf of themselves, TENANT'S family, guests and the other occupants, that TENANT shall never make demand upon, look to, institute, or prosecute suit against LANDLORD, or any of LANDLORD'S agents, contractors, employees or representatives, that are incidental to the installation, operation, repair or replacement or use of the gate(s). This is an express covenant not to sue and TENANT releases LANDLORD, LANDLORD'S agents, contractors, employees, and representatives, their heirs, and successors from any and all liability connected with the gate(s).
d. TENANT'S safety is the responsibility of the local law enforcement agency. In the event that TENANT is in need of police protection of any kind TENANT will contact the local law enforcement agency. TENANT acknowledges and agrees not to contact LANDLORD for TENANT'S security needs as this could only delay the response time of the local law enforcement agency.

WEAPONS

Possession of any weapon or ammunition is prohibited. This includes but is not limited to guns, swords and knives with the blade over five and a half inches. Possession of facsimile weapons is also prohibited. This includes but is not limited to pellet guns, air soft pistols and B.B. guns. Serious injury has occurred in situations where facsimile weapons have been mistaken for actual weapons.

HARASSMENT

Harassment involves behavior towards another person that is unwanted. This can include, but is not limited to, unwanted comments, unwanted touching, derogatory language or bullying. Any of these behaviors will lead to disciplinary action.

PHOTOGRAPHS

TENANT hereby gives LANDLORD permission to take photographs during LANDLORD hosted functions or activities which may then be used for the community newsletter, bulletin board, website, or other publications for marketing purposes. TENANT gives your permission to LANDLORD to use any photograph or photographic image including video or video stills taken of you while you are in any public spaces, grounds, offices at the PROPERTY or any Community sponsored events in the Community or otherwise. You understand that your photograph or photographic image will be used for nothing other than legitimate business purposes. You hereby grant HUB ON CAMPUS EUGENE and Core Campus Eugene, LLC and assigns, those acting with its authority and permission, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, and use, re-use, publish, and re-publish photographic or video portraits or pictures of you or in which you may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations, in conjunction with your own or a fictitious name, or reproductions thereof in color or otherwise, made through any medium, and in any and all media now or hereafter known for illustration, promotion, art, editorial, advertising, trade, or any other legal purpose whatsoever. You also consent to the use of any printed matter in conjunction therewith. You hereby waive any right that you may have to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. You hereby release, discharge, and agree to hold harmless HUB ON CAMPUS EUGENE and Core Campus Eugene, LLC and assigns, and all persons acting under its permission or authority from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in taking said picture or in any subsequent processing thereof, as well as any publication forever discharge The HUB ON CAMPUS EUGENE and Core Campus Eugene, LLC, its officers, employees, attorneys, representatives, insurers and assigns from any and all demands, cause of action and/or judgments of whatsoever nature of character, past or future, known or unknown, whether in contract or in tort, whether for personal injuries, property damage, payments, fees, expenses, accounts receivable, credit, refunds, or any other monies due or to become due, or damages of any kind or nature, and whether arising from common law or statute, arising out of, in any way, the use of your photograph or photographic image. This release contains the entire agreement on this subject matter between the parties and will be binding upon and inure to the benefit of the successors and assigns of the undersigned.

VANDALISM

Vandalism of UNIT and/or PROPERTY (with reference to both the room, unit, and all common areas) will not be tolerated and will result in a fee in addition to the costs of repair to the vandalized property being passed on to TENANT.

USE OF UNIT

TENANT shall use UNIT for residential purposes only. TENANT shall not use UNIT or any part of the PROPERTY for any commercial business or purpose. TENANT shall use and occupy UNIT and PROPERTY in compliance with all applicable local, state, and federal laws and any rules and regulations of any governmental board having jurisdiction.

SERVICE REQUESTS

LANDLORD offers 24-hour response to emergency service requests. The following issues will be considered maintenance emergencies: broken water lines, no heat when the outside temperature is below 55 degrees F, no a/c when the outside temperature is above 85 degrees F, no electricity (TENANT(S) will be charged if LANDLORD responds and finds that the electric service was disconnected by the utility company for non-payment), refrigerator/freezer not cooling, and no hot water. For after-hours emergencies, call our 24-hour on-call phone line and explain the situation. The attendant will be instructed to contact the proper service personnel. For non-emergency service requests, please call during regular management office hours. **TENANT must first Call 911 in case of fire and other life-threatening situations.**

MODIFICATION OF RULES AND REGULATIONS

TENANT and TENANT'S guests will be required to comply with all of the requirements set forth in these RULES AND REGULATIONS. LANDLORD has the right to change these RULES AND REGULATIONS from time to time, as LANDLORD deems necessary. Any changes to these RULES AND REGULATIONS will be effective and will become part of the LEASE once they have been delivered to TENANT or posted in a public area of the PROPERTY used for such purposes. TENANT is responsible for TENANT'S guest's compliance with all of these RULES AND REGULATIONS. Neither Management nor LANDLORD will be responsible to TENANT if LANDLORD fails to cause compliance by any person with these RULES AND REGULATIONS.

TENANT:

_____ _____

TENANT Signature Date

TENANT ACKNOWLEDGEMENT OF SECURITY POLICY

a) TENANT AND GUARANTORS acknowledge that neither LANDLORD, the management company, nor the agent for LANDLORD:
   1. has made any representations, written or oral, concerning the safety of PROPERTY or the effectiveness of any security/monitoring devices or measures, if any; and
   2. warrants or guarantees the safety or security of TENANT(S), or TENANT'S guests or invitees against the criminal or wrongful acts of third parties.

b) TENANT AND GUARANTORS acknowledge that:
   1. each TENANT, guest or invitee is responsible for protecting his or her person and property;
   2. the intercoms, building access systems and/or video camera systems, if any, are for convenience only and are not intended to be security systems. LANDLORD does not assure that intercoms, building access systems and/or video camera systems will continue to operate. If operation is interrupted for any reason, LANDLORD may either make repairs or abandon the intercom system, building access systems and/or video camera system;
   3. security/monitoring devices or measures, if any, may fail or be thwarted by criminals or by electrical or mechanical malfunction and that TENANT should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist.

SECURITY GUIDELINES

a) We recommend that you abide by the following guidelines and use common sense in practicing safe conduct. Inform all other OCCUPANTS in your UNIT, including any children you may have, about these guidelines.

b) PERSONAL SECURITY—WHILE INSIDE YOUR UNIT
   1. Lock your doors and windows—even while you're inside.
   2. Engage the keyless deadbolts or door latches on all doors while you're inside.
   3. When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. Don't open the door if you have any doubts.
   4. If children (who are old enough to take care of themselves) are left alone in your UNIT, tell them to use the keyless deadbolt and refuse to let anyone inside while you are gone—regardless of whether the person is a stranger or an apartment maintenance or management employee.
   5. Do not put your name, address, or phone number on your key ring.
   6. If you are concerned because you have lost your key or because someone you distrust has a key, ask LANDLORD to re-key the locks. You have a statutory right to have that done, as long as you pay for the re-keying.
   7. Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and emergency medical services If an emergency arises, call the appropriate governmental authorities first, then call LANDLORD.
   8. Check your smoke detector monthly to make sure it is working properly and the batteries are still okay.
   9. Check your door lock, window latches, and other security devices regularly to be sure they are working properly.
   10. If your doors or windows are unsecure due to break-ins or malfunctioning locks or latches, stay with friends or neighbors until the problem is fixed.
   11. Immediately report to LANDLORD – in writing, dated, and signed – any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems.
   12. Immediately report to LANDLORD – in writing, dated, and signed – any malfunction of other safety devices outside your UNIT, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
   13. Close curtains, blinds, and window shades at night.
   14. Mark or engrave your driver's license number or other identification on valuable personal property.

c) PERSONAL SECURITY – WHILE OUTSIDE YOUR UNIT
   1. Lock your doors while you're gone. Lock any door handle lock, keyed deadbolt lock, sliding door pin lock, sliding door handle latch, and sliding door security bar that you have.
   2. Leave a radio or TV playing softly while you're gone.
   3. Close and latch your windows while you're gone, particularly when you're on vacation.
   4. Tell your roommate or spouse where you're going and when you'll be back.
   5. Don't walk alone at night. Don't allow your family to do so.
   6. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
   7. Don't give entry keys, codes or electronic gate cards to anyone.
   8. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.
   9. Let the LANDLORD and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your UNIT since the LANDLORD cannot assume that responsibility.
   10. While on vacation, temporarily stop your newspaper and mail delivery, or have your mail and newspaper picked up daily by a friend.
   11. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

d) PERSONAL SECURITY—WHILE USING YOUR CAR
   1. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
   2. Don't leave exposed items in your car, such as CDs, mp3 players, wrapped packages, briefcases, or purses.
   3. Don't leave your keys in the car.
   4. Carry your key ring in your hand whenever you are walking to your car.
   5. Always park in a well-lighted area. If possible, try to park your car in an off-street parking area rather than on the street.
   6. Check the backseat before getting into your car.
   7. Be careful when stopping at gas stations or automatic-teller machines at night – or anytime when you suspect danger.

No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

TENANT:

LANDLORD:
CORE CAMPUS EUGENE, LLC

TENANT Signature	Date	OWNER'S REPRESENTATIVE	Date

LEASE ADDENDUM
FOR
A DRUG-FREE CRIME-FREE HOUSING

In consideration of the execution or renewal of a LEASE of the UNIT identified in the LEASE, LANDLORD and TENANT agree as follows:

1. TENANT, any member of the TENANT's household or a guest or other person under the TENANT's control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defeed in Section 102 or the Controlled Substance Act [21 U.S.C. 802]).

2. TENANT, any member of the TENANT's household, or a guest or other person under the TENANT's control **shall not engage in any act intended to facilitate criminal activity,** including drug-related criminal activity, on or near the PROPERTY.

3. TENANT or members of the TENANT's household **will not permit the UNIT to be used for, or to facilitate, criminal activity,** including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or guest.

4. TENANT or members of the TENANT's household or guest, or another person under the TENANT's control shall not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether **on or near the UNIT,** PROPERTY, or otherwise.

5. TENANT, any member of the TENANT's household, or a guest or another person under the TENANT's control shall not engage in any illegal activity, criminal street gang activity, threatening or intimidating, assault, including but not limited to the unlawful discharge of firearms, on or near the UNIT, or any breach of the LEASE that otherwise jeopardizes the health, safety, and welfare of the landlord, his agent, or other TENANT or involving imminent serious property damage.

6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.** A **single** violation of any provisions of the addendum shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that a **single** violation shall be good cause for **termination of the LEASE in accordance with Oregon law.** Unless otherwise prohibited by law, proof of violation **shall not require criminal conviction,** but shall be by a preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of the LEASE, the provisions of the addendum shall govern.

8. This **LEASE ADDENDUM** is incorporated into the LEASE executed or renewed this day between LANDLORD and TENANT.

_____ **Date:**_____
TENANT Signature

_____ **Date:**_____
OWNER'S REPRESENTATIVE

HOW TO REPORT SUSPISCIOUS OR CRIMINAL ACTIVITY

1. Dispatch a Beat Officer to your location.
2. Connect you with an Officer working the front desk.
3. Arrange to have an Officer call you back.
4. Send your information to the appropriate Division for further follow-up.

While you may provide information anonymously, it is more helpful if the Call-Taker has your name and phone number for re-contact. Further questions may arise during a follow-up investigation, and a successful outcome may hinge on whether you can be contacted to answer them. In any event, when calling provide as much information and as many details as you can.

Describe the activity and its location.

- ✓ Provide names ("street names," nicknames, aliases) of persons involved
- ✓ Describe the persons involved one at a time, including:

  -Sex -Height -Hair color
  -Race -Weight -Eye color
  -Age

- ✓ Any distinguishing features; unusually hairstyles, tattoos, etc.
- ✓ Give addresses and apartment numbers of the people involved.
- ✓ Describe the residence/business (actual address if known), which side of the street, which corner, color of building, distinguishing features, etc.

CRIME FREE MULTI-HOUSING PROGRAM
A Practical Guide for TENANTs

HUB ON CAMPUS EUGENE is committed to keeping illegal activity out of the apartment community you reside in. Your LANDLORD has taken positive steps to promote effective management to improve the health of the community and the quality of life for all TENANTs in your PROPERTY. Your LANDLORD has implemented positive changes to develop an environment where the potential crime cannot flourish.

To address the crime problem in rental properties it requires a unique coalition of landlords, TENANTs and the police. The most effective way to deal with any illegal activity on rental property is through a coordinated effort.

The following information is provided to help you protect your PROPERTY, your vehicles and most importantly, your personal safety.

Property Crime Prevention

- Always keep your doors locked – even when you are home
- Use your deadbolt lock at all times
- Identify who is knocking or buzzing your residence – ask for identification if you don't not know the person-before you open the door
- Use your peep hole or nearby window to view guests prior to opening the front door
- Never leave an extra key outside the door
- Never lend your key to other people
- Report lost or stolen keys to the manager immediately and have the locks changed
- Secure all windows and utilize the secondary lock
- Secure your sliding patio door and utilize the secondary lock
- Close your blinds to deter criminals from scouting out your valuables
- Do not allow newspapers, handbills, etc. to accumulate at the front door

Vehicle Theft

- Auto Theft Protection – Starts With You
- Take your keys
- Lock your car
- Park in well-lighted areas
- Don't leave your car running unattended, even for a minute
- Completely close your car windows
- Do not leave valuables in plain view
- Remove your stereo face plate
- Do not hide a spare set of keys in the car – the pros know where to look
- Keep your vehicle registration information with you – not in the glove compartment
- In you have a garage, use it
- Using a visible and audible deterrents – alert thieves that your car is protected
- Use a visual anti-theft device – steering wheel lock
- Audible alarms
- Window Etching – etch vehicle identification number on vehicle windows

Bicycle Theft

- Be sure to secure your bicycle inside your apartment
- Do not leave your bicycle on the balcony, even the second level
- If you choose to leave your bicycle on the balcony secure it with a working locking device
- Be sure to write down your serial number in case your bicycle is stolen. Law Enforcement will require this information in reporting the theft.

Assault Prevention

- Protecting yourself is a matter of avoiding the situation before it happens
- Keep your doors locked and windows rolled up to prevent anyone from reaching inside your car
- Always lock your doors when you park
- Always be attentive in parking lots as you return to your car
- Get in the habit of locking your doors and windows at all times
- Never remain in the laundry room in an apartment community alone
- Plan your route, especially at night. Follow well-lighted and populated streets

- Try to walk with someone else whenever possible
- Avoid dark places, short cuts, bushy trees and shrubs, and sparsely traveled areas
- Stay Alert and attentive to your surroundings at all times

Please keep in mind that this is your home, your neighborhood and your community. Much of your personal safety and that of the neighborhood depends on your active participation in the crime prevention efforts. You are a vital part of your community security and welfare.

Report Crimes in Progress to **9-1-1**
Non-Emergency Number 541-682-5111

_____ _____
TENANT Signature **Date**

_____ _____
OWNER'S REPRESENTATIVE **Date**

DAMAGES AND COSTS ADDENDUM

The condition of the UNIT will be assessed in accordance with paragraph 15 of the LEASE agreement for damages in the UNIT and PROPERTY as described in paragraph 1.

CLEANING INSTRUCTIONS
When cleaning your apartment and preparing for move-out, please make sure that all areas in your bed space and common areas are clean. This includes, but is not limited to: all appliances (refrigerator, stoves, microwaves, dishwashers), drip pans, cabinets, doors, patios, window screens, baseboards, flooring, windows and sills, toilets, bathtubs, sinks, countertops, nail holes, carpet, ceiling fans, light fixtures, air vents, all shelving, etc…

FULL PAINT
A full paint after occupancy of only 1 year is not considered normal wear and tear.

CARPET CLEANING
Tenant is responsible for carpet cleaning at the end of the lease. Carpets must be cleaned by a professional cleaning company and a receipt must be provided to management on or before move-out.

DAMAGE COSTS
The following is a list of potential charges that could be assessed to your account for damages during the TERM of LEASE, the end of the LEASE TERM or after occupancy is terminated as outlined in **paragraph 42.**

ITEM	ESTIMATED COST
Mailbox Key Replacement	$50.00
Apartment Key Replacement	$50.00
Room Key Replacement	$50.00
Parking Sticker Replacement (Not Expired)	$50.00
Lock Change	$50.00
Access Gate Remote	$50.00
Garage Remote	$50.00
Window Screen Replacement	$75.00
Blind Replacement (window and vertical)	$40.00-95.00
Broken Window Replacement	$175-300.00
Sliding Glass Window Replacement	$200-275.00
Carpet Cleaning	Starts at $45.00/Area
Carpet Replacement	Individual Bid
Interior Door replacement	$75 per Door
Room Cleaning-light, medium, heavy	$25.00-50.00
Common Area Clean (total)	$75.00-110.00
Drip Pan Replacement (4)	$25.00
Trash Out (per bag/box)	$25.00
Sheetrock Repairs (per area)	$10.00-170.00
Refrigerator Replacement	$600.00
Microwave Replacement	$100.00
Washer Replacement	$350.00
Dryer Replacement	$300.00
Counter Top Resurfacing	$80.00-200.00
Tub Resurfacing	$150.00-325.00
Full Paint per Bed Space	$75.00
Full Paint Color Change per wall	$100.00-200.00
Full Paint Unit	Individual Bid

COMMON AREA DAMAGES
Your account will be charged for any damages in your bed space assigned to you on your LEASE agreement in **paragraph 1.** Common area damages will be divided amongst all TENANTS in the UNIT unless a letter assuming responsibility is received in the office prior to move-out.

All damage costs listed above are estimates. They are subject to change at any time and not inclusive of all move-out charges subject to your account.

TENANT:

LANDLORD:
CORE CAMPUS EUGENE, LLC

Tenant Signature _____ Date _____

OWNER'S REPRESENTATIVE _____ Date _____

Student and Parent Comments About The HUB

26

- 7/1/2015
- **I have had two daughters live here on separate occasions. One daughter moved in when it first opened as the Hub and other a year later when it became University House.** (Note: Core sold to University House after one year but they still show this property on their website).

  Both management teams were terribly inefficient and unorganized. My one daughter was living there when a pipe busted and flooded three floors causing tenants to move out for six weeks. It was chaotic with tenants being forced to leave apartment doors unlocked with easy access for numerous repair people to personal belongings during this time. When tenants were able to move back in, the trash chutes could not be accessed due to electrical wires they had to temporarily run through the chute space as the repair/remold was not completed. Trash, visualize piles and piles of stinky trash, lined the hallways during the summer months.

  Not the only time my family has encountered disgusting living conditions when visiting our kids. We have seen lots of urine, vomit and more trash in the elevators and hallways over the past couple years. Not to mention the times I have been woken up to someone screaming in the early morning hours. The last time, some guy was throwing a girl against a wall at 2AM. We had Tempe police knocking on our door a half an hour later to ask what we saw and heard.

  My second daughter moved out halfway through the school year. She paid an extra 85% of her rent to be given priority on the wait list for apartments with rooms that were available. Leasing staff often did not show her apartment even though we paid for the priority status. We later found out that there were only 5 female only rooms on that list. There was really no need to pay the extra fees. I called the leasing office one day to find out that the leasing staff did not have an update list on what apartments with rooms were available. Our daughter's room was not on the list. At one point, the leasing office's phones and email were down for two weeks making it difficult for potential lessors to inquire about rooms to relet.

  Also, the turnover rate with the leasing staff is constant for both managers and agents.

  When the room was finally relet, it took 60 days for Inland America AKA University House to refund us rent that was paid.

  It is truly surprising that the state housing department has not fined or sued this company.

Comments about Madison HUB

Jake L
in the last week-
The worst living experience I've had in Madison to date. DO NOT LIVE HERE.

As you can see in the google reviews below, every single good review was placed at the exact same time. I know a few of the individuals and they are either living with a staff member or are friends with them. I'm assuming the staff is trying to get the ratings up on Google Reviews.

Do not be fooled by the amenities here, as soon as you sign your lease forget about any respect from the staff whatsoever. The place is run by some of the most unintelligent individuals I have talked to. The sauna has been closed down for weeks at a time with no warning whatsoever, the printer is always broken, and multiple fees have been enlisted without prior consent. (Such as a fee for the water and electricity of the common areas?)

I guess they are building a Hub 2 across the street, and there are giant cranes blocking any sort of view we used to have, let alone any peace and quiet. My sink has broken twice and the water pressure is nonexistent.

A quote from the repair man after all of the cushions on our outdoor patio were ripped "Every single piece of furniture here has came right off the boat from china." Thanks dude, I'm guessing they will scheme us out of our deposit as well.

I wish I could give these apartments a 0 out of 5 as I would leave immediately if I could. IT IS NOT WORTH LIVING HERE. DO NOT BE FOOLED. There is plenty more to complain about but I do not have time to continue with this post, the only good thing about this place is the pool on the roof that's open 5 months a year.

Will S
3 weeks ago-
This place is run by fools. Management is atrocious.

They've scheduled fire drills at 9am every week for the first two months of living here. They've hired security guards that have left an unconscious drunk female incapacitated face down on the lobby couch and when prompted if they thought it was something that needed to be dealt with the male guard shrugged it off as a nonissue. Management split the water bill between the entire complex instead of just our own usage, since I am considerably more conservation minded than most I end up paying for others egregious habits. Management has also refused to refund us for a two week period where we were incapable of living in our units due to delayed construction in effect taking a half month of rent from all of us. Several times our mail has not been processed in a timely fashion leading to packages and letters being given to us days after tracking shows delivered. Last week management started bringing in cranes for their new building across Gilman Street called The James Madison formerly known as Hub 2. The arrival of this equipment has blocked our parking lot exit and has bisected Gilman.

The level of sheer ineptitude needed to accomplish these feats bewilders me.

I have no drawers in my bathroom. The water pressure in my sink is terrible. The walls are paper thin. I have a pathetically weak night light in my ceiling fan, I needed to buy lamps to get any sort of lighting in my room. I can hear the TV blaring at 10% through my bedroom door. Hot water is rarity. The door on the washer and drying unit has slots and lets all the noise through. The sauna and hot tubs are always closed for maintenance. The gym and 2nd floor courtyard

areas are usually in dire need of a good cleaning. If you live facing into the courtyard there are cameras positioned that can see everything that happens inside your room. The garbage chute is pathetically small and is good for walgreens sized plastic bags only.

David
a month ago-
I don't know about other units, but I recommand you not to live in either studio or 1 bedroom unit.
I currently live in 1 bedroom, and IT IS REALLY REALLY SMALL.
I wish I could've known that the room was going to be this small. People at the leasing office last year told me that 1bedrrom would be about the same size as their model unit, which they had at the office. Well... guess what. It is not even close to that size.
You can probably fit like 4-5 people in the living room, and it will be so full that you won't even be moving around.
Also, you can smell all kinds of things (you know what) from other units on downstairs and upstairs.
When I moved in, there were several spots in the unit where it had stains, and also there were garbages everywhere. I had to spend some time to clean it up.
As many people mentioned, water pressure at the bathroom is so bad. It takes me double or triple time to wash. I feel like this would lead to much worse waste on water. Seriously, what were they thinking when installing this crap on.
I was going to move to Lucky apartment next year, because they provide free parkings for those who live in 1 bedroom unit for over 1 or 2 years, but every 1 bedroom was gone for next year so that kind of sucks.
It is not worth $1425 living here. I'm paying 250 more over that for parking. I'm pretty much stuck here until I graduate lol. Thanks for providing so much information before I moved in. That really worked!

Rachel Peterson
2 months ago-
If I could give this place 0 stars, I would. It is genuinely one of the worst apartment buildings in Madison. Do not let the 4 ho tubs, saunas, and rooftop pool fool you. This place is actually a joke!! Everything is a lot smaller and the noise is CRAZY! they said the walls are insulated and thats a lie! You can hear every party going on from the rooftop to the entrance. All the appliances are very CHEAP quality! Forget the bluetooth speaker because that doesn't make up for the horrible water pressure and cold water every morning! the rooms are extremely SMALL compared to what their blueprints said! And the STAFF might be the WORST thing about this building. They are extremely RUDE, they never have an answer for your questions and always refer you to their 30 page lease which is also no help! The are honestly a bunch of idiots sitting in an office pretending to do work! The old manager told me to email her and never replied to my email. When I came into the office, I saw her sprint into her office and the person at the front desk told me she was busy. Talk about "professional"! "Security" is a joke because if you hand them some cash, they will do anything you need them to do! I urge you not to bring your money here. Do not give these people a penny! if it wasn't for the lease they have me locked into... I would be out of here in a heartbeat! The day my lease ends is my day of freedom! And they weren't able to lease out the building this year! they are barely at 70% occupancy. I truly hope someone does something about them to remove them from Madison

Comments and Recent Article about HUB in South Carolina

Vincent Esposito
4 months ago
The hub seems great at the beginning, however, it is all just a sham. The office staff is horrible and never helps with anything. Nothing ever works in the building. The elevators are constantly out of order and everything started falling apart from day 1. Upon moving out of my apartment I noted there was one paint chip on my bedroom wall that would need repairing, but I figured that would be normal wear and tear. Apparently, that warranted a $343 painting bill. Don't live here, the rent is way too high for the quality of the product and they will nickle and dime you until you are broke.

Madeleine Bell
3 months ago
Horrible management. Very unprofessional and disorganized. If you go into the leasing office with a problem expect them to roll their eyes at you and not take anything seriously unless you bug them constantly. Things are alway broken and very overpriced for what you get. Would not recommend as a place to live. Period.

Alex Funke
4 months ago
The hub is a scam. They will be nice and friendly and put on an amazing act when you are looking at renting... However once you sign a lease that is when everything will change. The management is awful. Nothing seems to ever be working (especially the elevators). The furniture is worse than ikea furniture... and the list can go on and on. Also DO NOT EXPECT to get a security deposit back... They will nickel and dime you. When we left the room was in amazing condition. However according to the HUB it need 294.69 cents worth of paint, along with a 50.31 cleaning fee. This is completely ridiculous because the walls were in great condition and the room was fully cleaned. Also that is just my charges. Now there were an additional 3 roommates living there so just imagine what they were charged....

Also basement parking is very sketch.... I would recommend walking with a buddy back from the basement to the complex due to a high frequency of drug users making the surrounds their homes... Also the basement elevator always breaks down... So at night if you are coming back late from a class, you have to walk down an alley way in order to get to the complex...

Also upon moving in there was no WIFI for over a month. The office staff said in person they will compensate residents down the road for this... That never happened...

It just makes me sick that these people at the hub at able to sleep at night....

THESE PEOPLE HAVE NO MORALS OR SOULS...

Also you will notice they have 60 5 star reviews... a majority of these reviews were written when the complex was being built by local businesses trying to suck up to the hub

Breaking: Controversy Surrounding The Hub At Columbia
Former residents are infuriated with what they say is unfair treatment.

Victoria Daczkowski in **Lifestyle** on **Sep 13, 2015**

Where you live has a large impact on your year. Are you close to the Greek Village? Are you close to downtown? How big is the apartment? How is the parking situation? These are all questions you should ask yourself before signing a lease for the coming school year.

For students already thinking about where to live next year, consider checking the reviews for apartment complexes in the area. There are plenty of places for University of South Carolina students to live, and most are very affordable and vary in types of amenities. There also always seem to be new apartment complexes catering to students moving off campus after their freshman year.

In fall of 2014, a brand new apartment complex opened on Main Street in downtown Columbia -- The Hub. The slots available filled up before that fall semester was over, and it was expected to be the coolest place to live. But, now, a year later, its reputation is starting to deteriorate.

When tenants first moved in, they instantly began to find problems. Issues ranged from the Wi-Fi not working, to not even having a refrigerator in the apartment. The apartment complex was poorly made and they issued "worse than Ikea furniture" (2014-2015 resident).

"I was supposed to have a walk in closet, but didn't upon moving in and it took them weeks to compensate me for it. We put in at least five work orders and they fixed it the month we moved out," said that anonymous resident.

Many of those first tenants have now moved out, but are now faced with another problem: move out reports and bills. Former residents have reportedly been charged hundreds of dollars for repainting and repairs, with no evidence of it being necessary.

"Move out charges between three roommates was over $1000 for painting and cleaning," said a 2014-2015 resident. Those residents say that their apartments were spotless and were in no way damaged, or in need of repainting.

The Hub at Columbia Facebook page has recently even been flooded with posts by angry residents and their parents.

In the past few weeks, The Hub at Columbia's rating had dropped from a 4.8 (out of five) to a 2.8, and the comments and reviews keep coming. Students, residents and parents are furious with the complex and the management.

"Dealing with the leasing office was a constant struggle. They take advantage of our age and inexperience and try to get as much money as possible out of our bank accounts. The property manager has no sense of customer service or respect," said a 2014-2015 resident.

Facebook reviews from oxford miss

Had problems all year with the Management of this facility. At the completion of the lease they charged my daughters for services that were not rendered and for damages in the common areas of the apartment that were there when we moved in (even after we notified them of the damages). The kids that work at The Hub were always very nice and accommodating, but to expect them to run this facility was a bit of an oversight on management's part. Would not keep my kid there every again.

It looks great from the beginning, until you have a maintenance issue! And, don't expect to get your security deposit back. They go through great strides to find anything possible to eat it up! Don't believe the line about 'normal wear and tear'! Also, BEFORE you sign the lease, ask them to provide you with move-out requirements! Ridiculous! For the amount of rent you pay, professional carpet cleaning after you move out, should be covered!

Do not recommend! I agree with many of the comments- should have paid more attention when signing the lease. Families- considering this place for your child- as stated don't expect to get your deposit back no matter what you do. I drove 14 hours each way to make sure my daughter left things clean. We washed walls and scrubbed the kitchen, cleaned blinds and the ceiling fan! Silly me thought that the security deposit was for damage. But no... they charged for HVAC filters, 2 l...

I've been here for couple of months. All the stuff they have to offer is nice. But maintenance is crappy. You can never get them to fix anything you ask them to. And when you ask them about something.. They just say I have no idea when it will be fixed are there working on it. When they been saying that for 3 months.

If you think is will be a good place to stay, it's all smoke and mirrors. THIS PLACE IS A RIP OFF!!! THE RENT IS EXPENSIVE AS HELL AND WILL MAKE UP CHARGES AND TAKE AWAY YOUR SECURITY DEPOSIT AT THE END OF THE YEAR!!!! The student workers are not helpful and the manager always refer you to them. RUN AND NEVER LEASE; You'll regret it.

Press from The Internet about Core Residential

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Posted: Monday, December 24, 2012 5:45 am

Core Campus plans student housing on Tyndall Ave.

More student housing is coming to the University of Arizona campus area in time for the fall 2013 semester.

Chicago-based Core Campus Investment Partners LLC has purchased approximately 33,400 square feet of land at 1011 N. Tyndall Avenue for $3.85 million. At this time, details for the planned student housing development were not announced.

Core Campus focuses solely on student housing and uses its own in-house management staff.

The site is next to two high-rise student complexes being developed by Campus Acquisitions, also based in Chicago. Campus Acquisitions plans to open its luxury 14-story tower by August 2013 and a companion 13-story tower by August 2014.

The land that was acquired by Core Campus includes an approximate 21,000 square-foot, two-story building that formerly housed the Phi Kappa Psi Fraternity. The fraternity's national headquarters revoked the local chapter's charter in January 2012 over allegations of hazing and other issues.

The parcel was sold by Tucson-based Kiva-Star Partners LLC. Among its main members, public records list developers Bill Viner, Steven J. Shenitzer and Philip Pepper.

In the transaction, Core Campus was represented by Debbie Heslop of Volk Company.

Tyndall property

A.E. Araiza / Arizona Daily Star

The city sold the property at 1023 N. Tyndall Ave., where Direct Center for Independence Inc. was located, to private dorm developer Core Campus, which owns the adjacent high-rise Hub. A new headquarters for Direct, a nonprofit for people with disabilities, was part of the deal.

December 08, 2014 7:45 pm • By Mariana Dale

A recent city real estate deal has paved the way for more multi-story student housing in the West University neighborhood.

Tucson sold a .84 acre lot on North Tyndall Avenue to Core Campus, a private dorm developer, for $3.5 million, which includes the cost of the property and relocating the former tenants, a nonprofit that provides services to people with disabilities.

Tucson Real Estate Program Director **Hector Martinez** called the deal a "win-win-win."

The nonprofit gets an upgraded headquarters worth about $2 million; the city gets a $1.5 million boost to its general fund and the developers get a prime piece of real estate.

The Tucson City Council approved the sale in December 2013, but the two-year process wasn't completed until last week, when the Direct Center for Independence moved into its new digs at 1001 N. Alvernon Way.

Not everyone is excited about the prospect of more student housing on the edge of the historic neighborhood. The three nearby complexes have generated more than 45 calls to police, said Councilman Steve Kozachik earlier this year.

The nearby Islamic Center of Tucson has complained of bottles and other trash falling from high-rise balconies on to its parking lot.

In part, the potential for this type of conflict is why Direct elected to leave the area.

"With the coming of those high-rises, it was almost like our missions were going to clash," said Executive Director Wendy Dewey.

A NEIGHBORHOOD CHANGES

The Direct Center for Independence offers services that help people with disabilities live independently. The city gave the organization a 99-year, dollar-a-year lease for the property on Tyndall Avenue, south of Speedway Avenue, in 1983.

Even though the building predated the Americans with Disabilities Act, the accessibility was state of the art, Dewey said.

The surrounding area changed dramatically after the city of Tucson approved a new zoning overlay district in February 2012.

A Chinese restaurant and a fraternity house were among the properties replaced by three high-rise student housing complexes up to 14 stories. The previous limit was four stories.

The first complex, Level, opened in fall 2013 at 1020 N. Tyndall Ave. and was followed by nearby Next and Hub, which is owned by Core Campus. Together the three units can accommodate about 1,500 residents.

The vehicle, pedestrian and construction traffic generated by the projects made Direct's facility less accessible to its clients. Dewey estimated Direct Center for Independence serves about 1,400 people annually. "It was like the writing on the wall," Dewey said. "Imminent change was there and it was big change." Direct approached the city in late 2012 to ask about options for relocating. The City Council opened a request for proposals to sell the property in June 2013. In addition to paying a cash sum, the winning bidder would need to find a new home for Direct and pay to relocate the organization.

Direct wanted a visible location easily accessible by public transportation, explained CBRE First Vice President **Buzz Isaacson**. His firm was tasked with helping Direct find a replacement building.

"There wasn't anything on the market that fit the bill," Isaacson said. "We found a building owned by an architecture firm that wanted a lease. We converted it into a sale."

Direct's new headquarters is about 2,500 square feet larger than its former center and has 42 parking spaces. The new location puts it not far from compatible organizations, such as a University of Arizona health and wellness center and nonprofit Our Family Services. It's also the confluence for several city bus routes, Dewey said. "It's awesome — people could get to us from any part of the city," Dewey said. "We are right where we need to be."

Core Campus, the dorm developers, ended up paying about $1.4 million for the Alvernon Way property, plus an additional $560,000 to renovate the building to Direct's requirements by

adding improvements such as wider door openings. The company also paid the city $1.5 million.

Martinez said, "The total package is a great community return."

STUDENT HOUSING A BOON FOR REAL ESTATE

Core owns Hub at Tucson, 1011 N. Tyndall Ave., a 14-story student housing tower serving almost 600 residents.

The complex, which is adjacent to Core's new purchase, opened in 2014.

"Core was presented with the opportunity to own a piece of real estate in a top market, at a tier-one university, right next door to our current development," said Chief Operating Officer Benjamin F. Modleski in an emailed statement. "We couldn't pass that up. ... Our niche in student housing is really infill, vertical development near strong universities."

The proposed Hub II would be six stories and house nearly 300 students and there would be no retail element.

Core has filed permits with the city to begin the project and expects the development will be completed by July 2016.

Kozachik said he would prefer the area be used to build something that would benefit the whole community, like a grocery store.

He voted with the council to approve the sale of the property in December 2013, but does not support the planned development.

His opposition may not matter, however, as the proposed complex is considered a "group dwelling," which is an allowed use of the property within overlay district so Core doesn't have to go through a rezoning process.

The news of the development comes on the heels of complaints filed by the nearby Islamic Center of Tucson about liquor bottles, produce and obscenities that have been thrown from the adjacent student housing complexes for more than a year.

Four residents of the adjacent complex, Level, were evicted in November in connection with the incidents. A forum was held at the UA Monday night to discuss student behavior.

Kamel Didan, the vice chairman of the board of the mosque and community center, said they are worried efforts to educate current residents and stem the problems will ultimately fail because of the resident turnover in the complexes.

No decisions have been made, but one option would be for the Islamic Center to sell their property and leave, much like Direct.

"We don't want to be perceived as people putting a stop to investment or an influence of money," Didan said. "We want to be seen as a community of people who care about the city of Tucson."

The following statement is currently on the Core website even though they sold the property in 2014.
http://corespaces.com/project/hub-on-campus-tempe/
In July 2013, Convexity Properties, in partnership with Core Campus, delivered their first two student housing projects; THE HUB at Arizona State University (Tempe, AZ) and at the University of Mississippi (Oxford, MS).
The HUB at Arizona State University (ASU) is a 19-story mixed-use building that contains 269 student apartments (637 beds) and 20,000 square feet of ground floor retail. The building is located a few blocks north of the main campus of Arizona State University and is directly across from the Tempe Transportation Center and Sun Devil Stadium. The project was extremely well received by students, as demonstrated by a 93% occupancy rate on move-in day.

M.P. KING — State Journal Feb 6, 2015
Madison, Wisconsin

Core Campus on Monday won approval to build a 12-story housing project at 510 University Ave., on property now used partly for parking. The project, to be known as Hub II, would be across the street from the developer's 12-story Hub Madison project, background center, under construction now and set to open in August.

A rendering shows Core Campus' proposed Hub Squared development, among other existing tall buildings on University Avenue. Behind it is Hub Madison, a similar project by the same developer that fronts Gilman, Frances and State streets, and will open in August 2015.

Think Downtown Madison's residential housing boom has peaked? Hardly.

Core Campus is now proposing a 12-story, upscale housing project that might include a hotel at 510 University Ave., across West Gilman Street from the developer's massive, 12-story Hub Madison project now being completed at the corner of North Frances and State streets.

The new proposal, called Hub Madison 2, would be 424,408 square feet with perhaps 292 apartments and three townhouses, 9,230 square feet of retail space and 164 parking spaces, preliminary plans show. The original Hub is about 500,000 square feet with 313 apartments, 25,395 square feet of retail space and 143 parking spaces. The developer has not disclosed a cost for either project.

Core Campus is acquiring the 0.8-acre site from the Mullins Group, which also sold it the property for the original Hub.

"We believe that the location is a phenomenal one," said Marc Lifshin, managing partner with Core Campus. "Infill sites of this size and location are very limited, and this is a great opportunity for Core Campus to acquire a tremendous piece of real estate."

The project would require demolition of a mixed-use building at 435 W. Gilman St. — once home to Laundry 101 — and cover some private green space and surface parking.

Lifshin said Core Campus is finding great interest from students and a mix of young professionals in the original Hub, slated to open in August. History shows that when one development with a lot of amenities like the original Hub opens, desire grows quickly among students to upgrade their living situations, he said.

"We believe this will occur here, and there will be a demand in excess of rooms at Hub Madison and a need for further developments equal or greater in their level of amenities and finishes," he said.

The Hub 2 will feature a courtyard, gym and spa, volleyball court and a rooftop terrace with a club room, pool and two hot tubs, the preliminary plans show.

Although the design isn't completed, the Hub 2 will use "modern forms and architectural expressions," Lifshin said.

Core Campus intends to make part of the building for students, another part more attractive to young professionals, and is also exploring a hotel component, he said. It's not clear how the inclusion of a hotel would affect the number of housing units.

Ald. Mike Verveer, 4th District, who represents the area, said he was surprised but pleased by the proposal.

"I did not expect this particular developer would so quickly embrace our community and so quickly come back with a second project," he said.

The Downtown vacancy rate is unhealthily low, so more housing is welcome, Verveer said, noting that the project seems to meet the Downtown Plan and zoning code. Unfortunately the proposal, like many others Downtown, includes no units for those with lower incomes, he said.

The proposal, Verveer said, offers retail space along University Avenue but may raise concerns about the loss of green space and a canyon effect from tall buildings flanking both sides of the meeting of West Gorham Street and University Avenue.

Core Campus is working with city staff on the position of a garage entry and loading dock to minimize traffic effects, and while the structure will cast shadows, it fits zoning for the site, Lifshin said. The project will not require city tax increment financing (TIF) assistance, he said.

Core Campus will make an informational presentation to the city's Urban Design Commission on Wednesday and hopes to move through the approval process with final consideration by the City Council in mid-May. A neighborhood meeting is set for 7 p.m. Feb. 23 at the Fluno Center, 601 University Ave.

The original Hub will offer fully furnished apartments with a host of amenities including large flat-screen TVs, washers and dryers, and stainless steel appliances. VIP apartments have options like a hot tub on private balconies and an upgraded kitchen package.

It also features private work rooms, business and conference centers, a computer lab, sand volleyball court, rooftop pool, ice rink, movie theater, music studio, 30-person hot tub, cold plunge, sauna and steam room, and fitness center. Ten first-floor retail spaces will host businesses including Colectivo Coffee, Naf Naf Grill, Glaze Teriyaki Grill and Goodness, a fresh food and juice bar.

Core Campus, based in Chicago, has developed and manages properties with more than 8,000 beds across the United States.

3

Parking Requirements

We realize that parking requirements are not at issue here this evening but the community is adamant to bring to Staff, the Commission and the Developer that this WILL be an issue. It does not take a rocket scientist to know that 600 bedrooms for students plus commercial space cannot be serviced by 231 parking spaces plus 27 on street spaces.

The zoning code that came up with this formula is obviously flawed and yet the city staff is just thinking that somehow it will work. We NEED to put more thought and care into this, especially in light of the fact that a new parking ordinance has been passed by Council. It should be noted that on page 5 of the Staff Report on the Zoning Amendment, it is stated that additional parking in a structure is exempt from the standards and they could offer more (per Zoning Code Administrator). Now we find that the City Attorney has said NO. . .total parking per the formula CANNOT exceed the minimum plus 5%. So even if the developer wanted to add parking the City would not allow it. . . (See applicable parts of the Zoning Code below).

In checking with staff at The Grove, which is built under Commercial Zoning, they basically have one parking space for every bedroom/person and parking is basically free. Each resident pays $350 a year to care for the grounds and that includes snow removal and parking. Guest parking is never a problem. Even City Staff has indicated that about 75% of the spaces there are used. According to the folks at the Grove most of their residents have cars and most of those folks drive their cars every day. A walkable community with high density makes some sense, but not in Flagstaff and not with students.

Even if we took 75% of 600 Hub residents that would be 450 spaces. What about guests? What about delivery people? What about handicapped spots? WHAT ABOUT THE WINTER PARKING ORDINANCE WHERE YOU CANNOT PARK ON CITY STREETS AT NIGHT; can we even count those 27 on street spaces.

It could be that this will turn out to NOT be a problem because students will be too smart to live at The Hub where you have a 19 page lease by a company that has nothing but bad reviews at its other locations and where you will pay a very high price for rent and a very high price for parking, if you are lucky enough to get one of the few spaces available.

Ask ANYONE . . . parking in and around downtown and the Southside is nearly impossible. Any day that NAU is in session you cannot find an on street parking spot from campus on up thru 3 or 4 blocks north of Route 66. In the 4 blocks from Milton to San Francisco on the east west streets there is not only NO parking available but with cars on both sides, two cars more often than not cannot drive down the street at the same time. The bus drivers admit that getting from Butler up Kendrick and Mike's Pike is at times very difficult. What happens when we add 600 people plus 300 or so cars that have not place to park???? IT'S A PROBLEM.

Flagstaff Zoning Code
10-50.80.040
B. **Applicable to Transect Zones**
1. For transect zones, the number of required motor vehicle spaces for certain uses is regulated in Division 10-40.40 (Transect Zones). For those regulated uses, the requirements of Table A (Number of Motor Vehicle Parking Spaces Required) shall not apply

C. **General to All Zones**
1. **Maximum Number of Parking Spaces**
Developments over 10,000 square feet in floor area or containing 25 or more residential units shall not exceed the minimum number of parking spaces by more than five percent.

4

TRAFFIC IMPACT ANALYSIS

A traffic impact analysis is a specialized study which assesses the effects that a particular development's traffic will have on the surrounding transportation network. A traffic impact study will vary in range and complexity depending on the type and size of the proposed development.

In the case of the HUB development "a Traffic Impact Analysis (TIA) was prepared **by the Developer** to demonstrate the anticipated traffic volumes generated from the proposed development. The City Traffic Engineer reviewed the site plan and TIA and subsequently accepted the results subject to the following conditions." (quotation from page 12 of the Staff Report 15-00164).

Those two conditions in short are a 4 way traffic lite at the corner of San Francisco and Franklin and upgraded pedestrian crossing at Humphreys and Butler. Although the stoplight is about 1/3 mile away "as the crow flies" and .6 miles away on surface streets with 2 left turns and 3 right turns this light is deemed necessary as it will be the entrance to NAU for all those student who are going to drive to school every day.

The City has graciously agreed to pay for one half of the cost of these improvements.

So, the professionals have determined that other than these two conditions there is NO other impact on traffic. Again, one does not have to be a rocket scientist to know that this is just flat out wrong!! No, we did not go to college to learn the meanings of words like:

Capacity: The maximum rate of flow at which persons or vehicles can be reasonably expected to traverse a point or uniform segment of a lane or roadway during a specified time period under prevailing roadway, traffic, and control conditions; usually expressed as vehicles per hour or persons per hour.

Congested Corridor: A corridor identified in local comprehensive or thoroughfare plans, or in MPO and MDOT plans, which meets criteria based on performance standards, such as a volume-to-capacity ratio.

Diverted Linked Trips: Trips from the traffic volume on roadways within the vicinity of the generator but which requires a diversion from that roadway to another roadway to gain access to the site.

Level of Service: A qualitative measure describing operational conditions within a traffic stream; generally described in terms of such factors as speed and travel time, delay, freedom to maneuver, traffic interruptions, comfort and convenience, and safety.

Reserve Capacity: The capacity of a lane at an unsignalized intersection minus the demand for that lane, where all terms are stated in equivalent passenger cars per hour.

Average Stopped Delay: The total time vehicles are stopped in an intersection approach or lane group during a specified time interval divided by the volume departing from the approach or lane group during the same time period, in seconds per vehicle.

AND THE LIST GOES ON AND ON AND ON. . .

Point being we drive the streets and they are ALREADY congested. It is impossible that 600 people, most with cars (although only 1/3 of them will have onsite parking???), increased pedestrian traffic, increased commercial delivery traffic (mostly they will park in the street because driveway design is not adequate) will NOT have a negative effect on traffic.

Driving these streets every day there are some real concerns about traffic. There are a large number of places in the Southside where it is nearly impossible to pull out into traffic because of guess what - parked cars!! You have to inch by inch pull out and then just "go for it". The traffic congestion that will be caused along Mike's Pike, Cottage, Benton, and further will make it very difficult for getting around.

Other considerations. . . With what will certainly be a FULL garage of people trying to get in and out ONE entrance/exit, it will be a nightmare.

What about a left hand turn lane to GET INTO the garage when coming up Mike's Pike? Did not see that talked about.

Is the throat length at the driveway sufficient to minimize conflicts with street traffic and within the site?

Can trucks and waste hauling vehicles easily access the site and circulate to and from loading areas?

Is the design sensitive to pedestrian needs?

Parking and Traffic Impact go hand in hand and City Staff really needs to "slow down" and take a more careful look at things.

Brian Kulina

From: Duffie Westheimer <dwestheimer@gmail.com>
Sent: Friday, January 29, 2016 10:40 PM
To: Brian Kulina
Subject: pls add my name to the letter

Follow Up Flag: Follow up
Flag Status: Completed

Greetings Mr. Kulina,

Please add my name to Marie Jones' 29 January 2016 letter about the Core Campus project proposed for the Phoenix Ave./Mike's Pike location.

Thank you,
Duffie Westheimer
720 W. Aspen Ave.
Flagstaff, AZ 86001

Brian Kulina

From: Charlie Silver <cws720@gmail.com>
Sent: Friday, January 29, 2016 11:31 PM
To: Brian Kulina
Cc: Mark Sawyers
Subject: signatory to M. Jones letter re: Hub

Follow Up Flag: Follow up
Flag Status: Completed

Dear Brian,

Please add my name to the letter dated 29 Jan 16 (incorrectly noted as 1-29-15) from Marie Jones to P&Z Commission re: Hub proposed development.

Thanks very much,

Charlie Silver
720 Aspen Ave.
Flagstaff, AZ 86001
928-779-2782

Brian Kulina

From: Patrice Giordano <pgiordano9@gmail.com>
Sent: Saturday, January 30, 2016 1:26 PM
To: Brian Kulina

Follow Up Flag: Follow up
Flag Status: Completed

Please add my name to the important letter you composed regarding the hub development.
Thank you. Patrice Giordano.

--
Patrice

Brian Kulina

From: mpcreh@aol.com
Sent: Sunday, January 31, 2016 10:29 AM
To: Brian Kulina
Subject: Marie Jones letter--signature

Follow Up Flag: Follow up
Flag Status: Completed

Dear Mr. Kulina,
I have read and fully agree with Marie Jones eloquent letter of 1/29/16 regarding sound objections to The Hub development.
Please add my signature to her submission.
When your own colleague, Mr. Sawyers, made the statement that staff was "surprised" by the "intensity and density" of this proposal, that speaks volumes.
I still strongly urge staff, P&Z, and Council to curtail this "audacious" inappropriate development.
Thank you,
Rose Houk
824 W. Cherry Ave.
Flagstaff, AZ 86001

Brian Kulina

From: Juliana Bartlett <bartlettjuliana@gmail.com>
Sent: Monday, February 01, 2016 1:42 PM
To: Brian Kulina
Subject: The Hub

Follow Up Flag: Follow up
Flag Status: Completed

A sense of place? " The intrinsic character of a place,or the meaning people give it,but more often,a mixture of both.... "A strong identity and character that is deeply felt by local inhabitants and by many visitors ...." A sense of place involves the human experience in a landscape...the local knowledge and folklore.....Our historic neighborhoods currently have this...As a community,We have worked very hard to
nourish this... The hub project jeopardizes our history and our sense of place,what makes flagstaff unique and what's important to us as a community...

As was outlined to you at the last meeting...this project is not appropriate for this location ... I drove down Phoenix st. the other day on my way to Macy's ...snow was on both sides of the street, a bus was coming the other way...a bike rider was on my side, and there simply was no room for all of us to move forward without waiting for one another...I thought to myself... Where is the common sense with this project???? I observed the surroundings of this historic neighborhood and tried to visualize the impact of this building ....I felt heartbroken at the thought...

I urge you to review all the reasons that this project should not go forward in this location .I ask that the Planning and Zoning Commission deny Core Campus 's request To amend the Downtown Regulating Plan,and for a conditional Use Permit for the Hub.

Please listen to your community..

Best, Juliana Bartlett

BE KIND
FOR EVERYONE YOU MEET IS FIGHTING A
BATTLE YOU KNOW NOTHING ABOUT.

Brian Kulina

From: Jen Blue <oldcaves@yahoo.com>
Sent: Tuesday, February 02, 2016 6:07 AM
To: Brian Kulina
Cc: Mark Sawyers
Attachments: p&z ltr.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Dear Brian,

I would like to add my name to those who have signed on to the attached letter.

Thank you and best regards,
Jen Blue

Brian Kulina

From: Diana Thorson <thorsond@commspeed.net>
Sent: Tuesday, February 02, 2016 6:35 PM
To: Brian Kulina
Subject: The Hub Meeting Feb 4
Attachments: Flagstaff Business News on THE HUB.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Mr. Richard Thorson
4521 E. Flintwood Ln.
Flagstaff, AZ 86004
February 4, 2016
Mr. Brian Kulina, AICP
Planning Development Manager
Planning & Development Services
211 West Aspen Ave.
Flagstaff, AZ 86001

RE: Attached Article: "Tourism Officials Mark Record Year"

Dear Mr. Kulina,

Tourism is one of our largest businesses in Flagstaff and tourists most certainly do not want to interact with college students. In my business, I deal with tourists from all over the world. They come for the Grand Canyon and Flagstaff as a destination, not student interaction.

The Hub will interfere with our tourist's ability to enjoy downtown as it is now by destroying its current ambience with a building at its center that has **no design appeal** let alone a connection to our historic heritage. Additionally, the tremendous congestion will not only take away tourist access to downtown, but prevent our own residents from all over the city to access the venues and businesses in the downtown area. Perhaps this is the reason, you have had little or no input from others living on the east side of town; since the late 80's it has been a challenge to navigate the area in a car and find parking. Little has been done by the city to alleviate the problem, and is doing the opposite by adding to the congestion by the approval of hotels. The situation has literally driven a large part of the city's population away, feeling lucky to have made it through the congestion challenges just to get to the desired businesses on "the other side" of town, avoiding downtown.

It is time to take a stand, preventing projects such as this to be built at this, or any downtown location. It is not good for Flagstaff as a tourist destination and will destroy our small town feeling. The rezoning will allow great financial benefit to the developer, reaping no rewards (financial or otherwise) for tourists and the residents. As per the article, The Convention & Visitor's Bureau is doing a great job of marketing our once quaint town. Let's make sure it is as they say it is—not a part of the college campus, as is Mill St. in Tempe.

Sincerely,
Richard Thorson
928.853-9168

Brian Kulina

From: Carol Hagen <cbhagen777@gmail.com>
Sent: Wednesday, February 03, 2016 12:11 PM
To: Brian Kulina
Subject: The Hub

Follow Up Flag: Follow up
Flag Status: Completed

Dear Mr. Kulina
I am a business owner located at 209 Benton Ave. I wholeheartedly agree with Marie Jones and all comments made in her most recent letter. I look forward to our city planners making the right decisions concerning the Hub. I commend you all on your ability to revisit prior assumptions as all successful business owners, entrepreneurs, parents, administrators and even city officials must regularly do as new information indicates the need.
Sincerely
Carol Hagen
928 699-2459

Brian Kulina

From: Rick Moore <moore.rick@yahoo.com>
Sent: Wednesday, February 03, 2016 12:37 PM
To: Brian Kulina
Subject: Re: Allowed Building Types Question
Attachments: Marie Jones Letter.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Hi Brian-
I see the inconsistency. I hope it's cleared up by removing commercial block from T4 zones. Thanks for the clarification. By the way, while I know it's late to do this, could you please sign me on to the attached letter? I'd appreciate it.
Rick

From: Brian Kulina
To: 'Rick Moore'
Cc: Mark Sawyers
Sent: Wednesday, February 3, 2016 10:19 AM
Subject: RE: Allowed Building Types Question

Hi Rick,
There are some inconsistencies in the Code with respect to Table 10-50.110.030.A and the Subsections C of the specific transect zones. This is going to be remedied in the proposed Zoning Code amendments. In the meantime, staff's positions has been to promote flexibility with the transect zones thus leading to the utilization of the table when determining appropriate building types.
Correct. If the building type identified in Section 10-50.110.030 places additional limitations on the use or form of the building, a courtyard apartment must have 4-24 units or the width of a stacked duplex cannot exceed 36', respectively, they would be applied in the review and application of proposed transect development.

Brian J Kulina, AICP
Planning Development Manager
P: (928) 213-2613 | F: (928) 213-2089

From: Rick Moore [mailto:moore.rick@yahoo.com]
Sent: Wednesday, February 03, 2016 10:09 AM
To: Brian Kulina
Cc: Mark Sawyers
Subject: Re: Allowed Building Types Question

Hi Brian-
Thanks for the prompt response.
I don't see where commercial block is an allowed building type in table C under T4N.1 or 2. Could you please send me where that is shown?
Just for future clarity, I understand that the transect zones are form based, but there are also limitations listed for building types. For instance, an apartment courtyard building type must have no fewer than 4 units or more than 24 (Table C, 50.110-25), correct?
Rick

From: Brian Kulina <BKulina@flagstaffaz.gov>
To: "'moore.rick@yahoo.com'" <moore.rick@yahoo.com>
Cc: Mark Sawyers <msawyers@flagstaffaz.gov>
Sent: Wednesday, February 3, 2016 8:39 AM
Subject: RE: Allowed Building Types Question

Rick-

Specific building types are addressed in Section 10-50.110 of the Zoning Code. Table 10-50.110.030.A of the Zoning Code, a copy of which is attached, identifies that appropriate building types for specific transect zones. The proposed development is utilizing the Commercial Block building type, which, in accordance with the table, is appropriate in the T4, T5, and T6 transect zones. Further, they building type descriptions or names do not limit the uses that can be found/established within that building type (i.e. commercial uses could occupy a Single-Family Cottage and residential uses could occupy a Commercial Block). The building types are used to ensure that the proper form is achieved in each transect zone.

Brian J Kulina, AICP
Planning Development Manager
P: (928) 213-2613 | F: (928) 213-2089

From: Mark Sawyers
Sent: Wednesday, February 03, 2016 8:27 AM
To: Brian Kulina
Subject: FW: Allowed Building Types Question

Brian could you please provide a response for Rick.

Thanks

Mark

From: Rick Moore [mailto:moore.rick@yahoo.com]
Sent: Tuesday, February 02, 2016 8:01 PM
To: Mark Sawyers
Subject: Allowed Building Types Question

Hi Mark-

Page six of the staff report on the Hub refers to “specific building type standards, but there is no reference to the “Specific to Building Type” section of the code that has the descriptions and regulations for allowed buildings.

However, looking at the 10-40.40.070 & .080 C. (T4N1 and T4N.2 Standards) I see that allowed building types are listed and a footnote says to look at 10-50.110 (Specific to Building Types) for “building type descriptions and regulations.”

Among the choices for allowed building types for T4N1 and T4N.2 it seems to me that “Apartment House” is most similar the Hub, but when I look at 10-50.110 it appears to me that the Hub does not come close to the description of an “Apartment House” or the meet the number of units allowed.

I did the same thing for T5 Main Street, except that the allowed building type that seemed most similar to the Hub is the “Courtyard Apartment,” but again it doesn’t match the proposed Hub.

I’ve attached the relevant pages and highlighted the applicable text.

Could you send me a brief explanation of which “allowed building type” planning staff believes that the Hub fits or why the allowed building type criteria are not applicable?

One side note: I was somewhat involved in the process when Transect Zoning was developed. I supported it based on the allowed building types and photos provided as examples, all of which would be acceptable at the Hub location. I’m puzzled how the descriptions, photos and regulations I supported are allowing the Hub to move forward.

Thanks,

Rick

AWD LAW

February 3, 2016

Mr. David Carpenter, Chairperson
Members, Planning and Zoning Commission
c/o Mr. Dan Folke, Planning Director
City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001

Re: The Hub; PZ-15-00164, Zoning Amendment and Conditional Use Permit.

Dear Mr. Carpenter and Members of the Commission,

Our Firm represents Southside Historic Properties, Inc., the owner of several properties in the historic Flagstaff Southside neighborhood that are within blocks of the site for the proposed zoning amendment and conditional use permits referenced above. I thoroughly reviewed The Hub proposal by Core Campus L.L.C. I also studied the building mass exhibits prepared by Myefski Architects dated January 22, 2016.

In summary, the building bulk and mass of The Hub are far out of scale with the surrounding neighborhood. The plan is sorely under-parked. The lack of parking will burden the Southside neighborhood, Plaza Vieja, and the Downtown Historic District. The Commission and the Council must anticipate that there surely will be more people residing in, or staying at, The Hub than just one solitary adult per bedroom; meaning that the Traffic Impact Analysis (TIA) for The Hub (a "by-the-bed" rate) undercounts the actual way the project will be used by its tenants and their guests and the commercial businesses. We should not accept a final condition where traffic levels of service are "F's and G's".

Adoption of an owner's Management Plan (i.e., rules and regulations) is no solution. The Plan will only address on-site tenant behaviors. It will not control all the off-site symptoms of a student housing dormitory (pressurized traffic congestion; pressurized off-site parking) and the disruptions to the existing fabric of the Southside neighborhood. Any lot combination that would allow this project to proceed should be administratively delayed until the bulk and mass of the buildings, the parking overflow, and the traffic impacts are properly studied so they can be properly mitigated. Let me explain.

An Improper Characterization of the Land Use.

The Hub is described as "a 99 dwelling unit/acre mixed-use multi-family style student housing building consisting of 236 dwelling units (664 beds)...".[1] This is a mash-up of words. It is inappropriate to use the term "dwelling" to describe any aspect of this use. "Dwelling" is a defined term in the Zoning Code[2] which intentionally excludes guest rooms in a boarding house.
The Hub's Management Plan points to a lease restriction of "only one resident per bedroom"[3]. That use conforms to the definition of "Rooming and Boarding Facility".[4] The Hub is a boarding facility.

The architecture may be 'multi-family' in appearance, but there is no reason to refer to The Hub as 236 dwelling units. As per the Zoning Code 'The Hub' is a 664 bed boarding facility "...without group cooking facilities,...rented to individuals under separate rental agreements or leases...(and) includes dormitories".[5] So please don't think of The Hub as multi-family dwellings. It is 664 individual units rented separately under separate rental agreements.

Traffic and Parking Counts

The proper characterization as a boarding facility directly relates to the Traffic Impact Analysis (TIA) and to the Parking impacts. If these were dwellings (236) in a multi-family setting, the trips they generate would incorporate the fact that families frequently make purposeful trips together. 236 families would make fewer trips than 665 solitary individuals. Although trip generation rates were taken "from a study performed by the City in 2015 of existing housing developments *similar to the proposed development,*"[6] there is only one other potential boarding facility to compare.[7] It would be mixing of apples and oranges to assume for TIA purposes that The Hub will function like an apartment complex. It is a dorm. Presumably, The Hub wanted to study traffic based upon the number of required parking spaces.[8] But parking at The Hub is *only equal to 31% of the total number of proposed beds.*[9] Counting on-site parking to measure off-site traffic impacts is backwards, especially on a property, that is under-parked by 300% for the residential use.[10] The Hub also includes 14,000 square feet of commercial. When the commercial is included, the parking shortage becomes even more drastic.

Staff apparently required a calculation based upon the total number of beds (665),[11] thinking this was "a more conservative approach". Staff found no noticeable difference in impacts between the high and low scenarios. There are several problems with this method.

1. TIA's are modeled around AM and PM peak hour trips. Realize that the background condition of Milton at The Hub is already at a traffic Level of Service "G" (very congested; i.e., beyond grade F).[12]

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[1] Staff Report, Zoning Map Amendment, at p. 1.
[2] Zoning Code, §10-80.20.040 Definitions "D".
[3] Staff Report, Conditional Use Permit, at p. 4.
[4] Zoning Code, §10-80.20.180, Definitions, "R".
[5] Definitions, "Rooming and Boarding Facility"; Id.
[6] Staff Report, Zoning Amendment, at p. 12.
[7] The Grove.
[8] Staff Report, Id, at p. 12.
[9] Staff Report, Id., at p. 5.
[10] 665 units is more than 3 times the number of parking spaces, or 300% greater than the parking provided.
[11] Staff Report, Id., at p. 12.

The intersection of Milton and Phoenix is an LOS "F".[13] And the neighborhood street intersections are at LOS "D".[14]

2. Add to this condition 2,484 daily Hub vehicle trips.[15] And to count them primarily on the single-lane streets in Southside where on-street parking is also allowed; where parking is usually fully occupied; with 298 trips at the peak PM rush hour alone;[16] and where the speed limit is not greater than 25 mph and the on-street parking generates "friction" slowing traffic down.
3. A coming Residential Parking District considered by Council will reduce the already limited supply of on street parking and restrict usage by designating some spaces for residents and other spaces by limiting the time a space can be occupied.
4. Predictably, the drivers (whether guests, residents or commercial customers) who cannot find a space at The Hub will drive in circles looking for a space and exacerbate traffic congestion.
5. *With all that in mind, it is hard to conceive that there could be "no noticeable difference" in impacts at the peak hour, There will most certainly be more cars, moving more slowly, fishing for fewer on-street parking opportunities, within a range of blocks from The Hub, all stopping and queueing at the cross-streets. And all of that makes for negative impacts on both the existing and future parking pool, and the future traffic flow imposed upon the existing background traffic.*
6. 665 bedrooms is not the proper measure of human occupancy, just as it is not a measure of the number of cars or traffic trips or parking demand. That cap does not account for guests, invitees, or double occupancy.
7. The TIA study simply under-counts traffic. It de-emphasizes any mitigation by concluding that there is "availability of capacity" even at traffic level of service LOS "D".[17] That while Phoenix Avenue at Milton is LOS "F" the situation is a pre-existing condition requiring no mitigation.[18] And there is no discussion of mitigation on the already very congested Milton – a "G"..

   Most citizens would find these conclusions unacceptable. A TIA do-over is warranted. Or in the least the Commission and Council should pause and require mitigation from a developer whose traffic leaves the community in a condition of failure.

Double Occupancy

To address this issue for a moment, there is no reasonable or lawful way to think of The Hub as a berth for singles and that the singles will never cohabitate, even for a while. Under the Fair Housing Act, The Hub owners must provide accommodations for persons (male or female) with children and for women who present as pregnant.[19] It is reasonable for the City and The Hub to fully expect more human occupancy than the mere number of rooms on site.

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[12] FMPO Regional Transportation Model, September 14 & 15, 2015, at p. 32.

[13] The Hub TIA, 4th Submittal, November 2015, Executive Summary, at p.3.

[14] Id., at p. 5.

[15] Id., at p.4.

[16] Id,, at p.4.

[17] Id., at p.5.

[18] Id., at p.

[19] The Fair Housing Act provides protection against discrimination for certain protected classes. 42 U.S.C. § 3601 – 3631 (the "FHA"); 24 C.F.R. § 100.1 – 125.501. The FHA prohibits discrimination in housing based on race, color, religion, sex, familial status and national origin. 42 U.S.C. 3604. Familial status is defined as having children under the age of 18 or being pregnant. 42 U.S.C. 3602(k). Notably, marital status is not a protected class.

Conversely, the City cannot – as a condition in a CUP, a Development Agreement, or a Management Plan – limit occupancy to one resident per room.[20] Enforcement of such a cap would violate the Fair Housing Act for the same reasons that The Hub can't refuse to rent to persons who are protected by the Act. It stands to reason that the population at The Hub at any given moment will exceed the number of boarding rooms.[21] It follows that the additional occupancy must be factored into both the Traffic and the Parking counts. The impact on the Southside neighborhood businesses, residents and traffic is likely to far exceed the understated estimates of both the occupants of, and the traffic generated by, the Hub.

Even though the current management seems committed to limiting occupancy, the future assignment of ownership and ownership transfers, foreclosures, legal changes and other planned and unplanned events can and do shift management personnel and plans in unanticipated ways. It is easy to imagine a new management that will decide to increase revenue by encouraging or tacitly acquiescing to two or more occupants per room. Since the City would not be in a position to enforce the lower residency counts (due to FHA requirements) the project changes and the redeveloped neighborhood could lose its attractiveness due to the resulting excessive congestion.

Traffic Maneuvers

The site plan traffic circulation shows the in-and-out maneuvers occurring on City surface streets, with no ingress-egress on Milton. That is an important omission. First there is a demand for access to the site from Milton. Yet northbound drivers on Milton will either turn right on Mike's Pike (awkwardly) at the five-points intersection, or they will proceed north past the project and turn right on Phoenix then right again on Mike's Pike. That is a considerable traffic burden (traffic counts, circulation, turning, pedestrian and bicycle interference) to be applied to the neighborhood streets when the demand is generated largely from Milton. It is logical to have the site re-designed to accept at least a right-in and deceleration lane on northbound Milton. That amendment may mitigate the extreme neighborhood traffic impacts that will occur if there is no vehicular access to Milton.

The Commission And Council Should Require a TIA do-over.

The conclusion is that the TIA must be re-done with more accurate starting assumptions that fully account for actual physical use of the operation with traffic access from Milton.

The Commission And Council Should Require More On-Site Parking

If the City accepts the comparison of other apartment complexes to The Hub for purposes of measuring traffic impacts, then it should also compare other apartment complexes to The Hub for purposes of parking. It would be arbitrary to use apartments to measure traffic impacts but not to measure how those cars park when they get there. Under Flagstaff's traditional zoning categories, a multi-family dwelling must carry 1.5 spaces per two or three bedroom unit, and an additional 0.25 spaces for guest parking.[22] Even assuming The Hub's 236 dwelling unit comparison for the sake of an example, The

[20] Staff Report, CUP, Management Plan reference at p. 4.

[21] There is a vacancy rate to consider, but upon information and belief, vacancy rates are not a subtraction from TIA or parking assumptions.

[22] Zoning Code, Table 10-50.80.040(A).

Hub would be required to provide 354 spaces for residents and 59 spaces for guests, a total of 413 spaces. That is 209 spaces *fewer* than The Hub intends to provide *if The Hub were a multi-family apartment complex.* Under traditional zoning a boarding facility must provide 1 parking space per bedroom. That totals 665 spaces, or 461 spaces *fewer* than The Hub intends to provide. That parking requirement 461 *does not* yet address dual occupancy, guest parking or the parking required for the 14,000 square feet of commercial space.

What that all equates to is the need for *the community* to deliver to The Hub the 461 (+commercial) parking spaces that The Hub is not providing for its tenants but that will be demanded by the users and the use. It does not matter that The Hub can point to the T5 parking standard and say that no more can be demanded of them. The site provides a maximum of only 31% of the parking that is needed, and worse if you include double occupancy and guests and commercial. The problem remains. Whose responsibility is it to solve the off-site impacts that the use will certainly generate? The value and potential effectiveness of the comprehensive Downtown Parking Plan currently moving toward implementation by the City would be consumed entirely by this one project. Until there is a parking remedy, a use like The Hub is likely to become a public nuisance that generates a parking crisis until the situation is abated by a parking remedy.

The Zoning Ordinance provides:

"If a property owner is unable to provide the required parking on-site, the owner may at the discretion of the Director satisfy the parking requirements by one or more alternatives",[23] and the alternatives are applicable to all zones, transect or not. The alternatives can be shared parking agreements with other owners, and can include an in-lieu fee if a parking management district is formed. Although the Parking Management District encompassing the Southside has already been discussed, it would be nearly impossible to also accommodate the needs of The Hub without substantial revision.

The Building Bulk and Mass is Off-Scale With The Neighborhood.

The Staff Report accurately notes that the neighborhood surrounding The Hub is single story structures, while The Hub proposes 5-stories along Mike's Pike.[24] Staff then notes that "the proposed bulk and mass of the building adjacent to Mike's Pike is not fully compatible with the existing neighborhood". Indeed, it is not compatible at all with this historic area.

"The purpose of Conditional Use Permits is to provide a process for reviewing uses and activities that are permitted in an applicable zone, but that require more discretionary review and the possible imposition of conditions to mitigate the effects of a proposed use".[25] There is a specific finding for granting a CUP that requires that the characteristics of the use as proposed, and as may be conditioned, are reasonably compatible with the type of uses permitted in the surrounding area.[26] The Commission shall only issue a CUP when it finds that the applicant has considered and adequately addressed a variety of factors "to ensure that the proposed use is compatible with the surrounding area", including –

[23] Zoning Code, §10-50.80.070.
[24] Staff Report, CUP, at p. 4.
[25] Zoning Code, §10-20.40.050(A).
[26] Zoning Code, §10-20.40.050(E)(3).

in addition to traffic – proposed style and siting of structures *and the relationship to the surrounding neighborhood.*[27]

In its recommendation, Staff has put little weight or reliance upon what exists as the character of Southside, and little effort into comparing The Hub to its sense of place in its surroundings. Instead, Staff puts emphasis upon *what the future could be* on the Southside according to what is theoretically permit-able there under Transect zoning: a sky-line of structures between Milton and Beaver of 5-stories to 4-stories to 3 ½ stories, and back to 5-stories.[28]

That is not the intent nor the proper application of the findings. That approach does not adequately incorporate the Southside 2005 Plan that calls for 2-stories/30 feet building height adjacent to Mike's Pike, for example.[29] And it does not acknowledge the authority that the Planning and Zoning Commission has to set conditions of approval. To the contrary, the Commission may attach conditions of approval as are necessary to carry out the purposes of the Regional Plan and other plans. Conditions may include *"limitations on size, bulk and location"*.[30] The conditions, among other things, "shall restrict and limit the construction, location, use and maintenance of all land and structures within the development".[31]

The conclusion that Southside will be a sky-line of buildings between 3 and 5-stories in height requires a leap in wishful Regional Planning. The Southside 2005 Plan calls for less. A re-calibration (without prohibiting the use) is the method for right-sizing the project to the Plans. Limiting the size and bulk is a way of adjusting the mass of a massive structure to fit the reasonable expectations of Southside development and redevelopment.[32]

Honoring the Intention of Flagstaff's Zoning Code

Though Flagstaff's Zoning Code includes hundreds of numbers and formulae, the recent revision was intended to honor the unique character of the city. The concept of a Place Based Approach to Zoning (Heading of Par 10.00) is the first of dozens of references in the Code to maintaining and enhancing the special place that Flagstaff has become. Though it's important to do the calculations and analyses of size, units and traffic, it is perhaps most important to honor the intention of the language that describes how Flagstaff intends to develop and build on its identity and values.

The first two City-Guiding Principles in the introduction to Using the Flagstaff Transect (PP 10-00.090) are "1. Preserve and enhance community character; 2. Encourage appropriately scaled infill and development." Sadly, The Hub's plan violates both the commitment to sustaining community character. It will rise over the neighborhood like an inappropriately located behemoth. However attractively the architect and developer may dress The Hub, it is entirely out of character with the historic Southside neighborhood.

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[27] Id.
[28] Id.
[29] Staff Report, Zoning Amendment, at p. 6
[30] Zoning Code, §10-20.40.050(F).
[31] Id., at subsection (G).
[32] The proposed T5 square footage (218,128 gsf) is the size of a typical big box Super Walmart.

The intention of the T-4 zone, currently located along Mikes Pike, would also be violated by a project of this size and density. The description of the T-4 zone (Para 10-40.40.090) calls for the neighborhood "to evolve with the integration of small building footprints and medium density building types. Appropriate dwelling units might include bungalow courts, duplexes, and apartment houses, which are typically smaller than those found in other zones." Granting the re-zoning requested by The Hub clearly violates the intent of this zoning.

Slow Down this Precedent-Setting Decision

There is considerable work to be performed by the Developer and significantly more reflection and analysis to be done by City Staff, the Commission, and Council before this case is ready for conclusion. As mentioned, the TIA needs a do-over with better, more accurate set of assumptions relating to project capacity, project use and the results: that is, how the project leaves us with traffic's final condition. Parking needs are drastically undercounted and, if Staff is justifying approval based upon a sky-line of Southside structures, then any such zoning approvals should be preceded by solid implementation of a Parking Management District. Occupancy of the structure cannot be limited by a Development Agreement or Management Plan that violates the Fair Housing Act. A realistic Management Plan must acknowledge higher occupancy numbers and off-site impacts.

Our client encourages you to slow down the process and deny all of the seven (7) separate lot combinations until the project is right-sized both in terms of its bulk and mass as well as its impacts to a historic and cultural Southside Neighborhood. The first major project in the Southside area will set a precedent for future projects, so the adage "measure twice, cut once" should guide every consideration of this project.

There is a conceptual level of development that is approvable at the site – creating higher density, encouraging walkability, and providing homes and services that are congruent with this historic Southside neighborhood and its future. However, it is not a project of this magnitude and scale, at least not without considerable additional planning and the imposition of significant traffic and parking mitigation.

Regards,

Cc:Mayor and Council
Mark Sawyers
Mark Landsiedel
Rick Barrett
Reid Miller

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, Deputy City Clerk
Date:	02/18/2016
Meeting Date:	03/01/2016

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember Putzova to place on a future agenda a discussion on Regional Plan Goals/Policies regarding Climate Change.

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 Putzova has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there is a majority of Council interested in placing it on a future agenda.

INFORMATION:

None

Attachments:

No file(s) attached.