

## DRAFT AGENDA

REGULAR COUNCIL MEETING  
TUESDAY  
NOVEMBER 15, 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 ORAVITS
COUNCILMEMBER BREWSTER	COUNCILMEMBER OVERTON
COUNCILMEMBER EVANS	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).*

None

8. **LIQUOR LICENSES PUBLIC HEARINGS**

- A. **Consideration and Action on Liquor License Application:** Danny Thomas, "New Jersey Pizza Company", 2224 E. Cedar Ave., #6, Series 12 (restaurant), New License.

**RECOMMENDED ACTION:**

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

9. **CONSENT ITEMS**

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

- A. **Consideration and Approval of Contract:** License agreement between the City of Flagstaff and the Flagstaff Youth Hockey Association (FYHA) which outlines the responsibilities for both parties including the rental of ice time from the City of Flagstaff Jay L. Lively Activity Center.

**RECOMMENDED ACTION:**

Approve the agreement between the City of Flagstaff and the Flagstaff Youth Hockey Association with anticipated revenue of approximately \$67,000.

10. **ROUTINE ITEMS**

- A. **Consideration and Possible Adoption of Ordinance No. 2016-40:** An ordinance of the Flagstaff City Council authorizing the acquisition of certain real property along the east side of Fourth Street for public right-of-way and approving Real Estate Purchase and Sale Contracts. (***Acquisition of public right-of-way for Fourth Street sidewalks***)

**RECOMMENDED ACTION:**

- 1) Read Ordinance No. 2016-40 by title only for the final time
- 2) City Clerk reads Ordinance No. 2016-40 by title only (if approved above)
- 3) Adopt Ordinance No. 2016-40

- B. **Consideration and Possible Adoption of Ordinance No. 2016-37:** An ordinance authorizing the Sale of City-Owned Property Near the Airport, Assessor's Parcel Number (APN) 116-61-006, through approval of a Purchase and Sale Agreement. ***(Purchase and Sale Agreement with Greentree Hospitality Group)***

**RECOMMENDED ACTION:**

At the November 15, 2016, Regular Council Meeting:

- 1) Read Ordinance No. 2016-37 by title only for the first time
- 2) City Clerk reads Ordinance No. 2016-37 by title only (if approved above)

At the December 6, 2016, Regular Council Meeting:

- 3) Read Ordinance No. 2016-37 by title only for the final time
- 4) City Clerk reads Ordinance No. 2016-37 by title only (if approved above)
- 5) Adopt Ordinance No. 2016-37

- C. **Consideration and Approval to Extend the Lease:** Between the City of Flagstaff and Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) for five (5) years.

**RECOMMENDED ACTION:**

Extend the lease for an additional five (5) year term.

- D. **Consideration and Approval of Sole Source Purchase:** Thatcher B-41 Coagulant Chemical Purchase. (Purchase of chemical for water treatment at Lake Mary Water Treatment Plant).

**RECOMMENDED ACTION:**

Approve entering into 2 year contract with Thatcher Company of Arizona, Inc. of Salt Lake City, Utah for proprietary B-41 Coagulant to be purchased at a unit price of \$0.339 per pound.

- E. **Consideration and Approval of Contract:** Rio De Flag Water Reclamation Plant Ultraviolet Disinfection System Replacement Project

**RECOMMENDED ACTION:**

Approve the construction contract with Felix Construction, for the purchase and installation of Ultraviolet Disinfection equipment at the Rio de Flag Water Reclamation Plant, for a total contract amount not to exceed \$1,045,640 and a 240 calendar day contract time; and authorize the City Manager to execute the necessary documents.

- F. **Consideration and Approval of Intergovernmental Agreement:** Intergovernmental Agreement between the City of Flagstaff and Coconino County for the Criminal Justice Integration System.

**RECOMMENDED ACTION:**

Approve the Intergovernmental Agreement between the City of Flagstaff and Coconino County for the Criminal Justice Integration System.

**RECESS**

**6:00 P.M.**

**RECONVENE**

**NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION**

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

11. **ROLL CALL**

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

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

12. **PUBLIC PARTICIPATION**

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

14. **PUBLIC HEARING ITEMS**

A. **Timber Sky**

- i. **Consideration and Possible Adoption of Resolution No. 2016-35:** A resolution authorizing the execution of a Development Agreement between VP 66 & Woody Mountain, LLC and the City of Flagstaff related to the development of approximately 197.58 acres of real property generally located at 3425 West Route 66. ***(Timber Sky Development Agreement)***

**RECOMMENDED ACTION:**

- 1) Read Resolution No. 2016-35 by title only
- 2) City Clerk reads Resolution No. 2016-35 by title only (if approved above)
- 3) Adopt Resolution No. 2016-35

- ii. **Public Hearing, Consideration and Possible Adoption of Ordinance No. 2016-38:** A public hearing, consideration and adoption of an Ordinance of the City Council of the City of Flagstaff, extending and increasing the corporate limits of the City pursuant to the provisions of Title 9, Chapter 4, Arizona Revised Statutes, by annexing approximately 112.90 acres of land located at 3425 West Route 66, which certain land is contiguous to the existing corporate limits of the City of Flagstaff, and establishing city zoning for said land as Rural Residential (RR); providing for severability, authority for clerical corrections, and establishing an effective date. ***(Timber Sky Annexation)***

**RECOMMENDED ACTION:**

- 1) Read Ordinance No. 2016-38 by title for the final time
- 2) City Clerk reads Ordinance No. 2016-38 by title for the final time (if approved above)
- 3) Adopt Ordinance No. 2016-38

- iii. **Public Hearing, Consideration and Possible Adoption of Ordinance No. 2016-39:** Public hearing, consideration and adoption of an ordinance of the City Council of the City of Flagstaff amending the Flagstaff Zoning Map to rezone approximately 197.58 acres of real property generally located at 3425 West Route 66 from the Rural Residential (RR) zone to the Single-family Residential (R1) zone for 100.48 acres, the Medium Density Residential (MR) zone for 34.6 acres, the High Density Residential (HR) zone for 38.97 acres, the Commercial Services (CS) zone for 10.02 acres and the Public Open Space (POS) zone for 13.51 acres with conditions, and addition the Resource Preservation Overlay (RPO) zone to 107.73 acres (APN 112-01-021) with conditions; providing for severability, and establishing an effective date. ***(Timber Sky Zoning Map Amendment)***

**RECOMMENDED ACTION:**

- 1) Read Ordinance No. 2016-39 by title for the final time
- 2) City Clerk reads Ordinance No. 2016-39 by title for the final time (if approved above)
- 3) Adopt Ordinance No. 2016-39

- iv. **Consideration and Approval of Preliminary Block Plat:** Request from VP 66 & Woody Mountain LLC, for the subdivision of approximately 197.58 acres known as Timber Sky into 15 Blocks, eight (8) tracts and public rights-of-way within the Single-family Residential (R1) zone, Medium Density Residential (MR) zone, High Density Residential (HR) zone, Commercial Services (CS) zone, and Public Open Space (POS) zone.

**RECOMMENDED ACTION:**

The Planning and Zoning Commission recommends approving the Preliminary Block Plat with the conditions outlined in the staff summary.

- B. **Public Hearing, Consideration and Adoption of Resolution No. 2016-31:** A resolution of the Flagstaff City Council amending the Flagstaff Regional Plan 2030 by amending Chapter 3 to change the categories of Major Plan Amendments and establishing an effective date.

**RECOMMENDED ACTION:**

- 1) Open Public Hearing
- 2) Select Regional Plan replacement pages from Option 1 or Option 2
- 3) Read Resolution No. 2016-31 by title only
- 4) Adopt Resolution No.2016-31

15. **REGULAR AGENDA**

- A. **Consideration and Adoption of Ordinance No. 2016-41; and License Agreement:** An ordinance authorizing the conveyance of approximately ten (10) acres of land on McMillan Mesa to the State of Arizona for the construction and operation of a Veterans' Home; and License Agreement with the State of Arizona providing for continued use of the land for City purposes prior to development. (*Land for Veterans' Home*)

**RECOMMENDED ACTION:**

At the November 15, 2016, Council Meeting

- 1) Read Ordinance No. 2016-41 by title only for the first time
- 2) City Clerk reads Ordinance No. 2016-41 by title only (if approved above)

At the December 6, 2016, Council Meeting

- 3) Read Ordinance No. 2016-41 by title only for the final time
- 4) City Clerk reads Ordinance No. 2016-41 by title only (if approved above)
- 5) Adopt Ordinance No. 2016-41
- 6) Approve the License Agreement, to be effective upon conveyance of land to State of Arizona

- B. **Consideration and Approval of Cooperative Contracts:** Purchase of Multi Space Pay-to-Park Kiosks With Annual Subscription for Kiosk Management with Mobile Payment Software and Parking Enforcement Equipment With Annual Subscription For Parking Enforcement Software utilizing the National Cooperative Purchasing Alliance (NCPA) Contract with Parkeon, Inc. (Contract # 05-15) and NuPark, Inc. (Contract # 05-17).

**RECOMMENDED ACTION:**

- 1) Approve and authorize the City Manager to execute the necessary contracts for the purchase of multi-space pay-to-park kiosks from Parkeon, Inc in the amount of not-to-exceed \$650,000.
- 2) Approve and authorize the City Manager to execute the necessary contracts for the annual subscription for kiosk management and mobile payment software with Parkeon, Inc. in the amount of not-to-exceed \$72,000.
- 3) Approve and authorize the City Manager to execute the necessary contracts for the purchase of parking enforcement equipment from NuPark, Inc. in the amount of not-to-exceed \$20,000.
- 4) Approve and authorize the City Manager to execute the necessary contracts for the annual subscription for parking enforcement software with NuPark, Inc. in the amount of not-to-exceed \$30,000.

16. **DISCUSSION ITEMS**

A. Navajo Nation Human Rights Commission Update

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.*

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:** 11/01/2016  
**Meeting Date:** 11/15/2016



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**TITLE:**

**Consideration and Action on Liquor License Application:** Danny Thomas, "New Jersey Pizza Company", 2224 E. Cedar Ave., #6, Series 12 (restaurant), New License.

**RECOMMENDED ACTION:**

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

**Executive Summary:**

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 12 license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. New Jersey Pizza Company is an existing restaurant that does not currently have a liquor license. The property has been posted as required, and the Police, Community Development, and Sales Tax divisions have reviewed the application with no concerns noted.

**Financial Impact:**

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

**Policy Impact:**

Not applicable.

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

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

**Has There Been Previous Council Decision on This:**

Not applicable.

**Key Considerations:**



OFFICE OF THE CITY CLERK

November 1, 2016

New Jersey Pizza Company  
Attn: Danny Thomas  
2224 E. Cedar Ave., #6  
Flagstaff, AZ 86004

Dear Mr. Thomas:

Your application for a new Series 12 liquor license for New Jersey Pizza Company at 2224 E. Cedar Ave., #6, was posted on October 26, 2016. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, November 15, 2016 which begins at 4:00 p.m.**

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

The twenty-day posting period for your liquor license application is set to expire on November 15, 2016 and the application may be removed from the premises at that time.

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

Sincerely,

Stacy Saltzburg  
Deputy City Clerk

Enclosure



# City of Flagstaff

## Liquor License Application Hearing Procedures

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

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

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

## License Types: Series 12 Restaurant License

Non-transferable

On-sale retail privileges

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

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### PURPOSE:

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

### ADDITIONAL RIGHTS AND RESPONSIBILITIES:

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

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

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

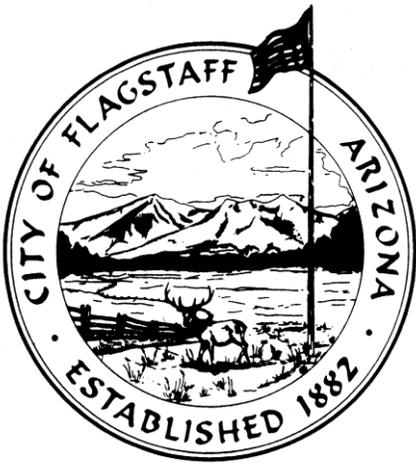
On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

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

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

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

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



# FLAGSTAFF POLICE DEPARTMENT

911 SAWMILL RD • FLAGSTAFF, ARIZONA 86001 • (928) 779-3646

ADMIN FAX (928)213-3372

TDD 1-800-842-4681



Chief of Police  
Kevin D. Treadway

## MEMORANDUM

16-118-01

**TO** Chief Kevin Treadway

**FROM** Sgt. Gregory Jay

**DATE** October 31, 2016

**REF** LIQUOR LICENSE APPLICATION – SERIES 12- FOR “New Jersey Pizza Company”

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On October 31, 2016, I initiated an investigation into an application for a series 12 (restaurant) liquor license filed by Danny Thomas (Agent) on behalf of the owners New Jersey Pizza Company, Marco Agostini and Jamin Mareck-Loftus (Controlling Persons). Marco Agostini and Jamin Mareck-Loftus are also listed on the application. New Jersey Pizza Company is located at 2224 E Cedar Ave #6 and is currently operating as a restaurant. This is an application for the new series 12 license #12033411.

I conducted a query through local systems and public access on Marco Agostini and Jamin Mareck-Loftus. I found Marco had been arrested in 2012 for disorderly conduct. Marco plead guilty to the charge and entered a deferred prosecution program which resulted in the charges being dismissed. Jamin was found to have been arrested in 2008 for carrying a concealed weapon (knife) the charge was later dismissed. I spoke with Danny Thomas who stated he is the agent on the license for administrative purposes only and Marco Agostini and Jamin Mareck-Loftus the owners would be operating the day to day operations. Marco Agostini and Jamin Mareck-Loftus have taken the mandatory liquor law training course and provided proof. No liquor law violations could be located for Marco Agostini and Jamin Mareck-Loftus.

As a result of this investigation, I can find no reason to oppose this series 12 liquor license application.

Recommendation to Council would be for approval.



## Planning and Development Services Memorandum

**October 31, 2016**

**TO:** Stacy Saltzburg, Deputy City Clerk

**THROUGH:** Dan Folke, Planning Director *DF*

**FROM:** Reggie Eccleston, Code Compliance Mgr. *RE*

**RE:** Application for Liquor License #12033411  
2224 E. Cedar Ave., Ste. #6. Flagstaff, Arizona 86004  
Assessor's Parcel Number 109-07-001D  
Danny Thomas on behalf of New Jersey Pizza Company

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This application is a request for a new, Series 12 Restaurant liquor license, by Danny Thomas on behalf of New Jersey Pizza Company. This restaurant is located within the Community Commercial district. This district does allow for this use.

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

This liquor license is recommended for approval.

# Liquor License Memo

To: Stacy Saltzberg, Deputy City Clerk

From: Sandy Corder, Interim Revenue Director

Date: October 24, 2016

Re: Series 12 Liquor License – New Jersey Pizza

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I have reviewed our records for New Jersey Pizza, LLC, and I have no objection to approval of this liquor license.

# 2224 E. Cedar Ave.

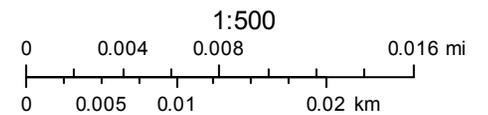


November 1, 2016

## Addresses

- Primary Address
- Secondary Address
- Parcels

## Street Labels



**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Michael Abeyta, Recreation Supervisor  
**Co-Submitter:** Rebecca Sayers  
**Date:** 10/19/2016  
**Meeting Date:** 11/15/2016



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**TITLE:**

**Consideration and Approval of Contract:** License agreement between the City of Flagstaff and the Flagstaff Youth Hockey Association (FYHA) which outlines the responsibilities for both parties including the rental of ice time from the City of Flagstaff Jay L. Lively Activity Center.

**RECOMMENDED ACTION:**

Approve the agreement between the City of Flagstaff and the Flagstaff Youth Hockey Association with anticipated revenue of approximately \$67,000.

**Executive Summary:**

The agreement between the City of Flagstaff and Flagstaff Youth Hockey Association outlines the details for renting ice at the Jay L. Lively Activity Center. Ice time will be rented out for the purpose of games and practices.

**Financial Impact:**

The City of Flagstaff estimates that the Flagstaff Youth Hockey Association will pay \$67,000 for ice time rental this fiscal year.

**Policy Impact:**

No policy impacts.

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

**COUNCIL GOALS:**

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:**

The City Council originally approved the existing rental rates for ice time for local non-profit entities in 2013 with updates in 2014.

**Options and Alternatives:**

- A) Approve the License Agreement as presented
- B) Direct staff to revise the License Agreement
- C) Not approve the License Agreement and direct staff to address ice rentals in another manner

**Background/History:**

License Agreements are coordinated each year between user groups and Jay Lively Activity Center staff with the approval of the City Attorney's Office and the Risk Manager. Most of these agreements are under \$50,000 in revenue to the City and do not require Council approval. Due to the level of revenue anticipated with this agreement (\$67,000), the City Attorney's Office recommended City Council approval.

**Key Considerations:**

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

**Expanded Financial Considerations:**

The FYHA is scheduled to pay the City of Flagstaff a total of \$67,087.23 for fiscal year 2017. Due to unanticipated changes in schedule, cancelations and additions of ice time are expected and will be addressed in the rental fees at that time. The FYHA is requesting additional ice time this year due to adding additional Under-16 and Under-18 programs.

**Community Benefits and Considerations:**

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

**Community Involvement:**

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

**Expanded Options and Alternatives:**

- A) Approve the License Agreement as presented
- B) Direct staff to revise the License Agreement
- C) Not approve the License Agreement and direct staff to address ice rentals in another manner

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**Attachments:**     [FYHA contract](#)

# MEMORANDUM

TO: Josh Copley, City Manager

FROM: Michael Abeyta, Recreation Supervisor

DATE: September 28, 2016

RE: Ice Arena contract – Flagstaff Youth Hockey Association

CC: Rebecca Sayers, Recreation Director  
Andy Bertelsen, Public Works Director

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The attached contract is between the City of Flagstaff and Flagstaff Youth Hockey Association represented by Kevin Tye. This contract has been updated and reviewed by City of Flagstaff City Attorney office.



City of Flagstaff Recreation Services  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
Phone: (928) 213-2312  
Fax: (928) 556-1226

## Jay L. Lively Activity Center Ice Rink License Agreement

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

### RECITALS

- A. The City operates an ice rink facility ("Ice Rink") at the Jay Lively Activity Center, located at 1650 N. Turquoise Drive, Flagstaff, AZ 86001 ("Ice Arena");
- B. The Licensee desires to rent ice time at the Ice Arena for a fee, and the City desires to make ice time at the Ice Arena available for rent;
- C. The City and the Licensee desire to enter into this Agreement for the use of the Ice Rink under the terms and conditions set forth below.

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

### TERMS AND CONDITIONS

1. **Ice Rink and Facilities.** The City hereby agrees to license to the Licensee the use of the Ice Rink at the Ice Arena for a fee. Licensee shall have exclusive use of the Ice Rink for purposes of conducting practices and games during the periods of time that Licensee schedules use of the Ice Rink in accordance with Section C below. In addition to the Ice Rink, Licensee shall be permitted to use all of the Ice Arena facilities, including locker rooms, bathrooms, and the referee's room. Licensee shall also be permitted to use two (2) hockey goals and nets, which will be provided by the City. The Ice Arena will be open forty-five minutes prior to scheduled periods of use. The Licensee can request that the Ice Arena be made available earlier for an additional fee.
2. **Term of Agreement.** This Agreement shall become effective as of the last signature date set forth below and terminate on October 1, 2017.
3. **Fee.** The Licensee agrees to pay the City at a rate of \$76.25 per hour plus tax for use of the Ice Rink and facilities at the Ice Arena. Fees due to the City from Licensee for scheduled periods of use will be invoiced to the Licensee and shall be payable prior to such use. **If the Licensee fails to make timely payments, it will forfeit its scheduled use of the Ice Rink.** The hourly fee may be changed periodically by the Flagstaff City Council. The City reserves the right to charge spectator fees in accordance with the fee schedule adopted by City Recreation Services.
4. **Rules of Use.** The following rules must be followed at all times. Failure to follow the rules may result in termination of the Agreement.
  - a) The Licensee is responsible for monitoring all persons who are members of Licensee's organization or guests of the Licensee, including visiting teams and their guests using the Ice Arena and Ice Rink during Licensee's scheduled periods of use.

- b) Alcohol is not allowed in the Ice Arena. Use of alcohol or any other illegal substances by Licensee, Licensee's guests, visiting teams, or guests of visiting teams will result in forfeiture of the scheduled ice time for the day that such use is discovered.
- c) The Ice Arena is a tobacco-free environment. Use of any tobacco product in the Ice Arena is prohibited.
- d) Fighting, the use of offensive language, and shaking, pounding, or standing on the ice rink boards is strictly prohibited.
- e) Locker rooms shall be left in a clean and orderly manner. Licensee will be charged at a rate of \$20.00 per hour if locker rooms or other areas require additional cleaning, repair, or replacement as a result of the activities of Licensee, Licensee's guests, visiting teams, or guests of visiting teams. Licensee is responsible for all damages that occur to the Ice Rink or Ice Arena facilities during its scheduled periods of use.
- f) No more than 500 spectators are permitted for events and hockey games at the Ice Arena. The City reserves the right to change the number of allowable spectators at any time. The City will be responsible for counting the number of spectators entering the Ice Arena.
- g) For Licensee-sponsored events at the Ice Arena that will be attended by 100 or more spectators, the Licensee must arrange for police personnel to provide public safety and security services at the event. For events with expected attendance of 100 to 200 spectators, one police officer must be provided. For events with expected attendance of 200 to 400 spectators, two police officers must be provided. For events with expected attendance of 400 to 500 spectators, three police officers must be provided. Licensee shall be responsible for paying all costs associated with providing police personnel under this section. If the Licensee is unable to provide police personnel for its event, the City reserves the right to limit the number of spectators at the event to a safe amount.

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

6. **Cancellations.** All cancellations of scheduled ice time must be made sixty (60) days prior to the canceled date to receive a full refund. All cancellations made forty-five (45) to fifty-nine (59) days prior to the canceled date will be refunded at 50%. Cancellations made less than forty-four (44) days prior to the canceled date will not be refunded. All scheduled ice time must be paid for by the Licensee whether or not the ice time is actually used. The City may reschedule use of the Ice Rink after receiving notice of cancellation and will attempt to fill all open times. If the City is able to reschedule use of the Ice Rink, the Licensee will receive credit for the time period that was rescheduled.

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

8. **Conditions of Facility.** Rental of the Ice Rink is "as is." The City is under no obligation to modify the Ice

Rink or to obtain additional equipment. Licensee acknowledges that it has inspected the Ice Rink and Licensee is satisfied with its physical condition and its suitability for its intended use. If the Ice Rink or any portion of it is destroyed or damaged by fire or other calamity so as to prevent the use of the Ice Rink by the Licensee during the Term of this Agreement, or if the Ice Rink cannot be so used because of Acts of God, failure of utilities, or other cause beyond the control of the City, then this Agreement shall terminate and Licensee waives any claim against the City for damages by reason of the termination, except that any payments for unused ice time shall be refunded by the City to Licensee.

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

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

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

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

12. **Insurance.** The Licensee shall procure and maintain for the duration of the Term of this Agreement insurance against claims for injury to persons or damage to property, which may arise from or in connection with the Licensee's use and occupancy of the Ice Arena, including the acts of its agents, representatives, employees, or subcontractors. The minimum scope and minimum limits of insurance are as follows: Commercial General Liability Insurance (Occurrence Form) in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. These insurance requirements are minimum requirements and in no way limit the indemnity covenants contained herein. The City does not represent or warrant that these minimum limits are sufficient to protect the Licensee from liabilities that may arise out of its activities, and Licensee is free to purchase additional insurance as it may determine is necessary. A certificate of insurance verifying the required insurance coverage identified above shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds and be accompanied by the required endorsement. Such evidence of additional insured status shall be subject to the approval of the Risk Management Division of the City of Flagstaff. The absence of acceptable insurance and endorsement will be grounds for termination of this Agreement.

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

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

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

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

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

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

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

City of Flagstaff  
211 W. Aspen  
Flagstaff, AZ 86001

Flagstaff Youth Hockey Association  
P.O. Box 2903  
Flagstaff, AZ 86003

\_\_\_\_\_  
City Manager

KEVIN TYE  
\_\_\_\_\_  
Signatory's Name (Please Print)

\_\_\_\_\_  
Date

[Signature]  
\_\_\_\_\_  
Signature

Attest: \_\_\_\_\_

09/26/16  
\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

## Michael Abeyta

---

**From:** Dean Coughenour  
**Sent:** Thursday, September 29, 2016 6:39 AM  
**To:** Michael Abeyta  
**Cc:** Michael DuPuy  
**Subject:** RE: Insurance

Good Morning;  
Yes that will work.  
Thanks;  
Dean

**From:** Michael Abeyta  
**Sent:** Thursday, September 29, 2016 6:36 AM  
**To:** Dean Coughenour  
**Cc:** Michael DuPuy  
**Subject:** Insurance

Can you please review to ensure that this insurance meets our requirements?



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne, IN 46804  www.kandkinsurance.com      0334819	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 800-441-3994      FAX (A/C, No): 260-459-5021 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> USA Hockey, Inc. & Its Member Leagues and Teams 1775 Bob Johnson Drive Colorado Springs CO 80906	<b>INSURER A:</b> SCOTTSDALE INSURANCE COMPANY	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 32041368      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Owners & Contractors  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		KRS 00000065335-00	9/1/2016	9/1/2017	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ NONE
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Part Lgl Liab	\$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED      RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Club Name: Flagstaff Youth Hockey Association  
Effective Dates: 09/01/2016-09/01/2017  
Location: Jay Lively ice Arena  
Certificate holder is named as an additional insured as respects to the liability arising out of the operations of the named insured.

<b>CERTIFICATE HOLDER</b> All USA Hockey Sanctioned Events  City of Flagstaff 211 W. Aspen Ave. Flagstaff AZ 86001	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Scott Lunsford
---	---

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KRO0000003770000	09/01/13	USA HOCKEY, INC. AND ITS MEMBER LEAGUES,	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED OWNERS AND/OR LESSORS OF PREMISES,  
SPONSORS OR CO-PROMOTERS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The policy is amended to include as an additional Insured any person or organization of the types indicated by an "X" in any boxes shown below, but only with respect to liability arising out of your operations:

Owners and/or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:

- a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
- b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and/or lessor of the premises;
- c. This insurance does not apply to liability of the owners and/or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

With respect to any additional insured included under this policy, this insurance does not apply to any negligence of such additional insured.

- Sponsors
- Co-Promoters
- Any individual person(s) or organization(s) listed below:

UNITED STATES OLYMPIC COMMITTEE,  
COACHES, OFFICIALS, AND  
PARTICIPANTS.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Charity Lee, Real Estate Manager  
**Date:** 11/02/2016  
**Meeting Date:** 11/15/2016



---

**TITLE:**

**Consideration and Possible Adoption of Ordinance No. 2016-40:** An ordinance of the Flagstaff City Council authorizing the acquisition of certain real property along the east side of Fourth Street for public right-of-way and approving Real Estate Purchase and Sale Contracts. ***(Acquisition of public right-of-way for Fourth Street sidewalks)***

**RECOMMENDED ACTION:**

- 1) Read Ordinance No. 2016-40 by title only for the final time
- 2) City Clerk reads Ordinance No. 2016-40 by title only (if approved above)
- 3) Adopt Ordinance No. 2016-40

**Executive Summary:**

September 29, 2015 Work Session, Council was supportive of the project and directed Staff to conduct open houses to notify the businesses and neighborhood.

April 5th, 2016 Council passed and adopted Ordinance 2013-10 authorizing the acquisition of real property for pedestrian ramps on Fourth Street at Third Avenue and at Dortha Avenue. In August, 2016 the property rights were acquired and recorded with the Coconino County Recorder's Office.

Staff has met with the property owners and business owners on various occasions, and have reached agreements for sale of the real property along the east side of Fourth Street for construction of a public sidewalk.

**Financial Impact:**

Right of Way Acquisition \$319,009.00

Additional estimated costs for the improvements:

Pavement Preservation Treatment	\$ 14,500.00
Restriping Parking Lot	34,800.00
Parking Lot Lighting	24,000.00
Landscaping	187,059.00
Street Lighting	137,760.00
Sidewalk Construction	391,629.00
<b>TOTAL</b>	<b>\$1,094,257.00</b>

These funds would come from the BBB Beautification Funds. Ordinance No. 2016-40 simply authorizes expenditure for acquisition of real property and other expenditures will be separately approved as part of other budget and/or contract approvals.

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

**COUNCIL GOALS:**

- 1) Invest in our employees and implement retention and attraction strategies
- 3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
- 6) Provide a well-managed transportation system

**Has There Been Previous Council Decision on This:**

September 29, 2015 work session.

April 5th, 2016 Council meeting.

**Options and Alternatives:**

Approve the ordinance and purchase agreements to acquire real property for a public sidewalk along the east side of Fourth Street.

Not approve the ordinance and consider other pedestrian options.

**Community Involvement:**

- Inform
- Consult
- Involve
- Collaborate

Staff sent an extensive mailing to all the businesses and the residence of the Sunnyside area. An open house was held on November 19, 2015, staff received 5 comment cards, none from a business concern. Staff has met with the property owners and business owners and we are working to finalize a improvement design acceptable to all parties.

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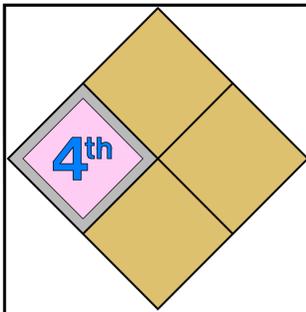
**Attachments:**     Sidewalk Concept

Purchase Agreement with John Beamer

Ordinance 2016-40

Purchase agreement with Greenlaw Properties

Map



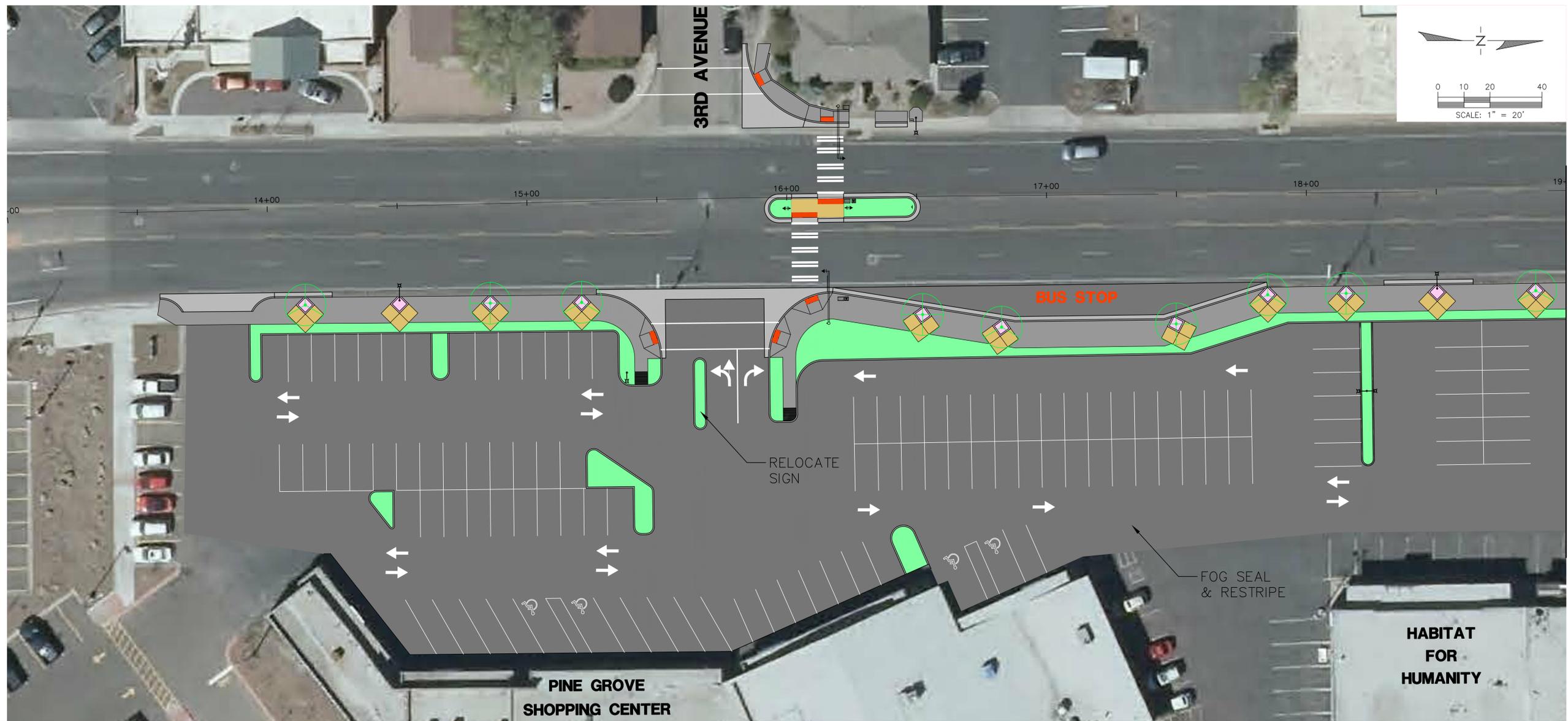
**30%  
PRELIMINARY  
NOT FOR CONSTRUCTION  
OR RECORDING**

115801

**WOODSON ENGINEERING AND SURVEYING, INC.**  
124 N. ELDEN ST. • FLAGSTAFF, AZ 86001 • PHONE: (928) 774-4636 FAX: (928) 774-4646

9/10/2015

4TH STREET  
CORRIDOR CONCEPT  
LAYOUT



CALL TWO WORKING DAYS  
BEFORE YOU DIG  
**1-800-STAKE-IT**  
1-800-782-5348  
(OUTSIDE MARICOPA COUNTY)

REVISIONS:



**WOODSON**  
ENGINEERING AND SURVEYING, INC.  
124 N. ELDEN ST.  
FLAGSTAFF, AZ 86001  
PHONE: (928) 774-4636 FAX: (928) 774-4646

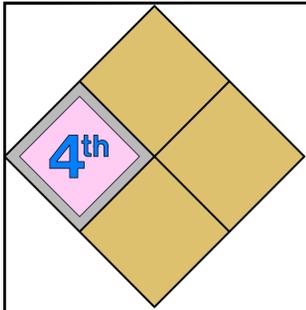
4TH STREET  
CONCEPT

STATION  
13+00 TO 19+00

HOR SCALE: 1" = 20'  
VERT SCALE: NA  
DATE: 5/20/15  
PROJECT NO.: 115801  
AGENCY NO.: COF  
SHEET NO.: 1 OF 3

DESIGNED BY: RW  
DRAFTED BY: RW  
CHECKED BY: RAS

FN: CONCEPT SHEETS



**30%  
PRELIMINARY  
NOT FOR CONSTRUCTION  
OR RECORDING**

115801

**WOODSON ENGINEERING AND SURVEYING, INC.**  
124 N. ELDEN ST. • FLAGSTAFF, AZ 86001 • PHONE: (928) 774-4636 FAX: (928) 774-4646

9/10/2015

4TH STREET  
CORRIDOR CONCEPT  
LAYOUT



MATCHLINE STA 19+00

MATCHLINE STA 25+00

FOG SEAL  
& RESTRIPE

FOG SEAL  
& RESTRIPE

**GREENLAW VILLAGE**

CALL TWO WORKING DAYS  
BEFORE YOU DIG  
**1-800-STAKE-IT**  
1-800-782-5348  
(OUTSIDE MARICOPA COUNTY)

REVISIONS:



**WOODSON**  
ENGINEERING AND SURVEYING, INC.

124 N. ELDEN ST.  
FLAGSTAFF, AZ 86001  
PHONE: (928) 774-4636 FAX: (928) 774-4646

4TH STREET  
CONCEPT

STATION  
19+00 TO 25+00

HOR SCALE: 1" = 20'

VERT SCALE: NA

DATE: 5/20/15

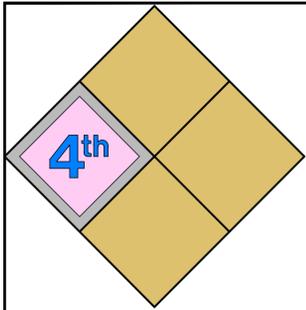
PROJECT NO.: 115801

AGENCY NO.: COF

SHEET NO.: 2 OF 3

DESIGNED BY: RW  
DRAFTED BY: RW  
CHECKED BY: RAS

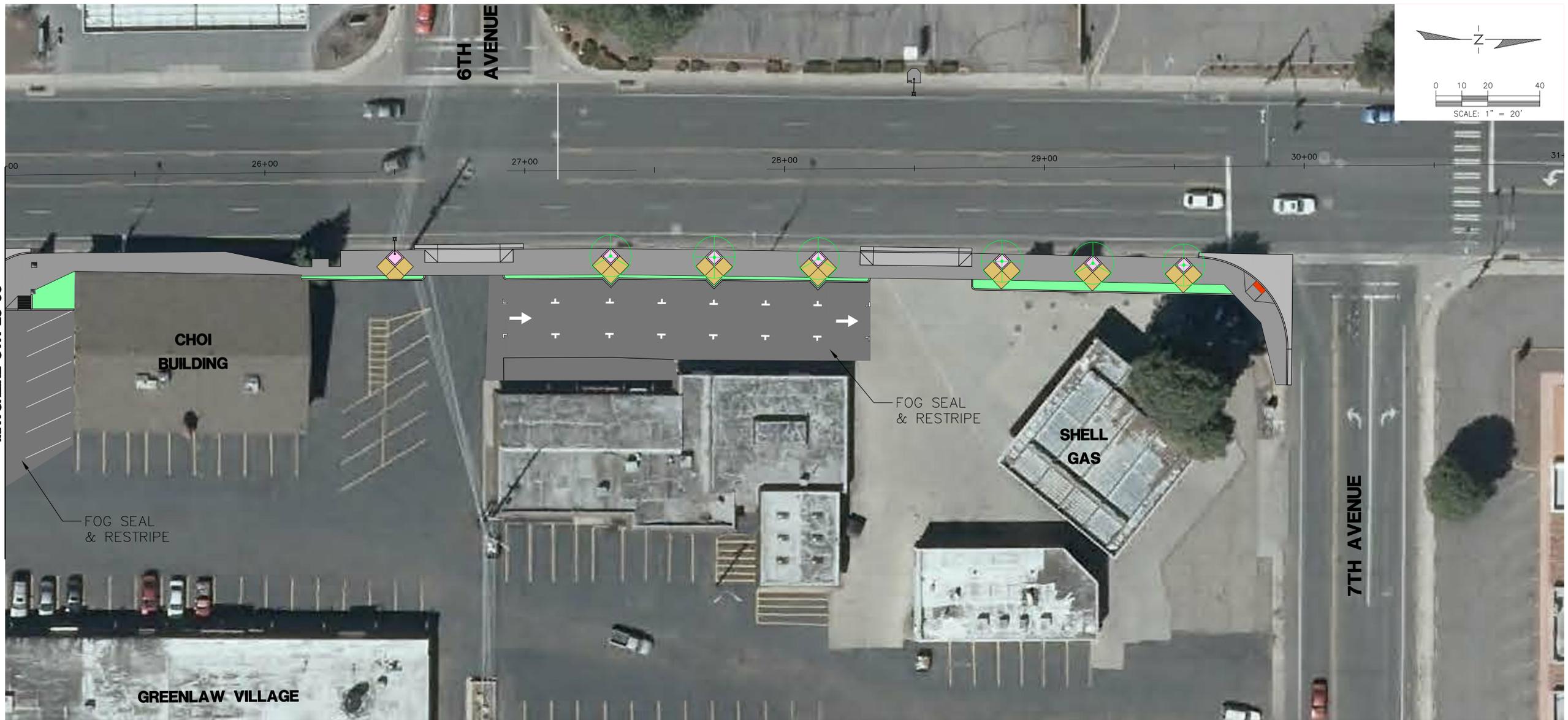
FN: CONCEPT SHEETS



30%  
**PRELIMINARY**  
 NOT FOR CONSTRUCTION  
 OR RECORDING

115801

WOODSON ENGINEERING AND SURVEYING, INC.  
 124 N. ELDEN ST. • FLAGSTAFF, AZ 86001 • PHONE: (928) 774-4636 FAX: (928) 774-4646



MATCHLINE STA 25+00

CHOI BUILDING

FOG SEAL & RESTRIPE

FOG SEAL & RESTRIPE

SHELL GAS

7TH AVENUE

GREENLAW VILLAGE

9/10/2015

4TH STREET  
 CORRIDOR CONCEPT  
 LAYOUT

CALL TWO WORKING DAYS  
 BEFORE YOU DIG  
**1-800-STAKE-IT**  
 1-800-782-5348  
 (OUTSIDE MARICOPA COUNTY)

REVISIONS:



**WOODSON**  
 ENGINEERING AND SURVEYING, INC.

124 N. ELDEN ST.  
 FLAGSTAFF, AZ 86001  
 PHONE: (928) 774-4636 FAX: (928) 774-4646

4TH STREET  
 CONCEPT

STATION  
 25+00 TO 31+00

HOR SCALE: 1" = 20'

VERT SCALE: NA

DATE: 5/20/15

PROJECT NO.: 115801

AGENCY NO.: COF

SHEET NO.: 3 OF 3

DESIGNED BY: RRW  
 DRAFTED BY: RRW  
 CHECKED BY: RAS

FN: CONCEPT SHEETS

## REAL ESTATE PURCHASE AND SALE CONTRACT

The City of Flagstaff, a municipal corporation organized and existing under the laws of the State of Arizona ("Buyer" or "City") and John L. and Billie Faye Beamer Trustees ("Seller") hereby enter into this Real Estate Purchase and Sale Contract ("Contract").

1. Property. The City agrees to purchase, and Seller offers to sell, certain real property along the east side of Fourth Street, as legally described and depicted in the Exhibit, attached hereto ("the Property"). The City of Flagstaff is acquiring the Property for the construction of sidewalk.
2. Purchase Price for Property. The City agrees to pay Seller thirty-two thousand three hundred fifteen dollars (\$32,315.00).
3. Conveyance of Property. Seller shall convey the Property to the City by Special Warranty Deed.
4. Opening of Escrow; Closing. The City shall deposit the sum of one thousand dollars (\$1,000.00) deposit with Pioneer Title Agency, Inc. of Flagstaff, Arizona (the "Escrow Agent") to be applied against the Purchase Price at the Close of Escrow.

The Opening of Escrow shall be deemed to be the date on which the Deposit and a fully executed copy of this Contract are delivered to the Escrow Agent. The consummation of the transaction contemplated by this Contract ("Close of Escrow") shall occur on or before sixty (60) days after the Opening of Escrow. If Escrow Company or Recorder's office is closed on the scheduled closing date, Close of Escrow shall occur on the next day that both are open for business. Buyer, and Seller may accelerate the Closing Date upon mutual acceptance by both parties. The Closing shall occur at the offices of the Escrow Agent, or at such other place as Seller and Buyer may agree in writing. Closing shall be deemed to have occurred when (i) all closing documents contemplated by this Contract have been delivered to, received by, and executed by the appropriate parties, (ii) all conditions to such Closing contemplated by this Contract have been satisfied or waived, (iii) the funds required to be paid under this Contract have been properly delivered to Escrow Agent and are available for distribution to Seller by Escrow Agent, (iv) the deed required pursuant to Conveyance has been recorded.

5. Title. Within (5) days of Opening of Escrow, Escrow Agent shall deliver to the City and Seller a preliminary title report pertaining to the Property (the "Title Commitment"). On or before fifteen (15) days after receipt of the Title Commitment, the City shall notify Seller of any matters or exceptions shown on the Title Commitment, or on any documents identified in the Title Commitment as title exceptions, that are not acceptable to the City (the "Objections"). Any matters or title exceptions to which the City does not object within such time period shall be deemed to be acceptable matters. Mortgages, deeds of trust and other liens encumbering the Property shall be cleared at or before Closing by Seller. If the close of escrow occurs prior to January 1<sup>st</sup>, 2017, Seller shall pay all ad valorem and similar taxes and assessments relating to the Property in full for calendar year 2016 prior to Close of Escrow. If escrow closes after January 1<sup>st</sup>, 2017 such taxes shall be prorated.
6. Environmental Investigation. Seller hereby grants permission to the City to enter onto the Property to undertake inspections and investigations regarding the Property, which may include, but not be limited to, a physical inspection of the Property as well as any and all improvements, and as deemed reasonably necessary, a Phase I Environmental Assessment (scope to be determined by the City) at the City's expense. The City may choose and retain its inspectors without seeking approval of Seller. However, the City shall not undertake any invasive testing, such as drilling or trenching, without Seller's prior written consent, which consent shall not be unreasonably withheld. The City agrees to indemnify, defend and hold Seller harmless for, from, and against any personal injury and property damage claims arising out of City's exercise of the rights granted by this paragraph, this indemnity shall survive the Closing or the cancellation

of this Agreement. Seller acknowledges that City's participation in the performance of any Environmental Investigation or additional inspection will not create any liability for the City as to any Environmental Condition that may exist on the Property unless such condition is exacerbated by City's actions. Environmental Condition shall mean the presence, release, or threatened release into the environment (which includes air, soil or water) of a Hazardous Material. Hazardous Material means and includes any petroleum product and any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material, as now or at any time hereafter in effect, and asbestos or any substance or compound containing asbestos, PCBs, or any other hazardous, toxic, or dangerous waste, substance, or material, or any hazardous or regulated material, waste, substance, toxin, chemical, or pollutant as those terms are defined by federal, state or local law, rule, regulation, or statute. The City shall have 30 days to conduct all investigations commencing upon Opening of Escrow.

7. No Warranties by Seller. The City agrees and acknowledges that no representations, statements or warranties have at any time been made by Seller, or any agent of Seller, as to the condition, quality, quantity, operation, state of repair, or prospects of the Property, or any other matter concerning the Property, in any respect.
8. Brokerage. The City and Seller warrant to one another that they have not dealt with any broker in connection with the sale of the Property. If any person shall assert a claim to a finder's fee, brokerage commission or other compensation on account of employment or alleged employment as a finder or broker or performance of services as a finder or broker in connection with this transaction, the party under whom the finder or broker is claiming shall indemnify, defend and hold the other party harmless from and against any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought on such claim, including, but not limited to, counsel and witness fees and court costs in defending against such claim. This indemnity shall survive the close of escrow or the cancellation of the Contract.
9. Closing Costs.
  - a. The City shall pay the premium for a standard ALTA owner's policy of title insurance with a limit of liability in the amount of the Purchase Price for the Property.
  - b. Other costs incurred in the transfers of the Property shall be paid in accordance with the customs of real estate transactions presently in effect in Coconino County, Arizona, as determined by the Escrow Agent.
10. Distribution of Proceeds upon Closing. The proceeds of the sale (Purchase Price less Closing Costs attributable to Seller) shall be distributed to Seller by the Escrow Agent. Seller is responsible for verifying accuracy of distribution of proceeds with the Escrow Agent and the City has no liability for any errors.
11. Construction of Sidewalk. The City at its expense shall construct a public sidewalk on the Property being sold or transferred to the City, per City of Flagstaff standards.
12. Sidewalk Maintenance. Seller, its successors, assigns, and/or tenants shall remain responsible for maintenance of public sidewalks to the extent required by the Flagstaff City Code as may be amended from time to time. See Flagstaff City Code Section 8-03-001-0004, *Removal of Snow and/or Ice*, and Chapter 8-0, *Sidewalks*.

13. Cure Period. A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the non-compliance is not cured within five (5) business days after delivery of such notice (Cure Period), the failure to comply shall become a breach of Contract.
14. Attorneys' Fees and Costs. If any action is brought by either party in respect to its rights under this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and court costs as determined by the court.
15. Seller Remedies. In the event of default by the City, Seller's sole remedy shall be to cancel this Contract and to retain the Deposit, together with all accrued interest, as liquidated damages. Seller and the City agree that it would be impractical or extremely difficult to fix actual damages in case of the City's default; that the amount of the Deposit paid by City is a reasonable estimate of the Seller's damages in case of City's default; that Seller shall retain said Deposit as its damages; and that, thereafter, neither party shall have any further obligations to the other under this Contract, except with respect to obligations which expressly survive the cancellation of this Contract.
16. Buyer Remedies. In the event of default by Seller, the City shall have all remedies available at law including but not limited to specific performance.
17. Time of the Essence. The parties hereto expressly agree that time is of the essence with respect to this Contract.
18. Notices. Any notice, which a party is required or may desire to give the other, shall be in writing and shall be sent either (a) by United States registered or certified mail, return receipt requested, postage prepaid, or (b) by a generally recognized overnight carrier providing proof of delivery. Any such notice shall be addressed to a party at such party's address appearing next to such party's signature on last page of the main body of this Contract. Any notice so given shall be deemed to have been given as of the date of actual receipt. Notices shall be addressed to the parties as follows:

**SELLER:**

John L. and Billie Faye Beamer  
3690 E. Sycamore Lane  
Rim Rock, AZ. 86335

**BUYER:**

City of Flagstaff  
Attn: City Manager  
211 W. Aspen Avenue  
Flagstaff, AZ 86001  
FAX (928) 779-7656

19. Governing Law. The laws of the State of Arizona shall govern the validity, construction, enforcement and interpretation of this Contract.
20. Severability. In the event that any phrase, clause, sentence, paragraph, section or other portion of this Contract becomes illegal, null or void or against public policy for any reason, or is held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Contract will not be affected thereby and will remain in force and effect to the fullest extent permitted by law.

21. Entire Contract. This Contract embodies the entire Contract of the parties. Any amendments hereto shall be in writing and executed by the parties hereto. All exhibits attached hereto are a part of this Contract for all purposes.
22. Successors in Interest. This Contract shall bind and inure to the benefit of Seller, the City, and their heirs, executors, administrators, successors and permitted assigns.
23. Survival of Closing. Each of the covenants, conditions, agreements and representations contained in this Contract shall survive the closing hereunder and the recordation of the Special Warranty Deed.

IN WITNESS WHEREOF, Seller and Buyer have executed this Contract on the date set forth below.

SELLER:

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF ARIZONA )

)ss

County of Coconino )

ACKNOWLEDGMENT. On this \_\_\_\_ day of \_\_\_\_\_ 2016, before me, a Notary Public, personally appeared **John L. Beamer**, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that (s)he executed the same for the purposes therein contained.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF ARIZONA )

)ss

County of Coconino )

ACKNOWLEDGMENT. On this \_\_\_\_ day of \_\_\_\_\_ 2016, before me, a Notary Public, personally appeared **Billie Faye Beamer**, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that (s)he executed the same for the purposes therein contained.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

BUYER:

City of Flagstaff,  
an Arizona municipal corporation

By: \_\_\_\_\_  
Gerald W. Nabours, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## PROPERTY BOUNDARY DESCRIPTION

A portion of that parcel described in Docket 1722, Page 350, Records of Coconino County, Arizona (RCC), situated in the southwest quarter of Section 12, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

BEGINNING at the southeast corner of that parcel described in Docket 615, Page 155, RCC, from which the southwest corner of said Section 12, a 3" diameter brass cap marked "ADOT HIGHWAY DIV.1978" in a handhole bears South 89°38'40" West, 35.24 feet to the west line of said Section 12, thence South 00°21'20" East, 152.50 along said Section line;

Thence North 00°59'05" East, 125.57 feet along the east line of said parcel to a point of curvature;

Thence northeasterly and southeasterly, 34.75 feet along the easterly line of said parcel, along the arc of a 22.00 foot radius curve, concave to the southeast, having a central angle of 90°29'37" to a set nail with tag marked "RLS 18215 LS 16630";

Thence South 50°53'24" West, 15.27 feet to a set nail with tag marked "RLS 18215 LS 16630";

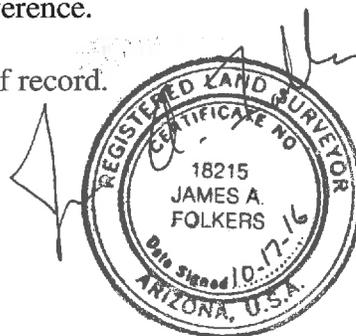
Thence South 00°59'05" West, 137.49 feet to a set nail with tag marked "RLS 18215 LS 16630" on the southerly line of said parcel described in Docket 1722, Page 350, RCC, and the northerly line of that parcel identified as Parcel 108-13-004 in Instrument No. 3652734, RCC;

Thence South 89°37'49" West, 10.51 feet along the south line of said parcel to the POINT OF BEGINNING.

CONTAINING 1,503 square feet (0.03 acres), more or less, as shown on the attached exhibit map which is made a part hereof by this reference.

SUBJECT to easements and other encumbrances of record.

Prepared by:  
James A. Folkers, RLS  
Woodson Engineering & Surveying, Inc.  
124 N. Elden Street  
Flagstaff, Arizona 86001  
Project No. 116801

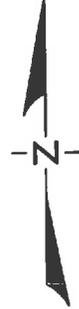
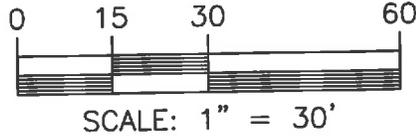


EXPIRES 12-31-2017

# SEVENTH AVENUE

$\Delta=90^{\circ}29'37''$   
 $R=22.00'$   
 $L=34.75'$

$N50^{\circ}53'24''E$   
15.27'



WEST LINE OF SECTION 12

## FOURTH STREET

33'  
DKT 615,  
P 155

$N00^{\circ}59'05''E$  - 125.57'  
 $S00^{\circ}59'05''W$  - 137.49'

### DKT. 1722, P 350

SHADED AREA CONTAINS 1,503 SQ. FT.

33'  
 $S89^{\circ}38'40''W$   
35.24'

$S89^{\circ}37'49''W$   
10.51'

$S00^{\circ}21'20''E$   
152.50'



EXPIRES 12-31-2017

## INST. NO. 3652734

SW COR SEC 12

DRAWN BY:	JAF
DATE:	10-14-16
FN:	108-13-003
PROJECT NO.:	116801

**WOODSON**  
**ENGINEERING AND SURVEYING, INC.**  
 124 N. ELDEN ST.  
 FLAGSTAFF, AZ 86001  
 PHONE:(928)774-4636 FAX:(928)774-4646

EXHIBIT MAP

**ORDINANCE NO. 2016-40**

**AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY ALONG THE EAST SIDE OF FOURTH STREET FOR PUBLIC RIGHT-OF-WAY AND APPROVING REAL ESTATE PURCHASE AND SALE CONTRACTS; PROVIDING FOR SEVERABILITY, DELEGATION OF AUTHORITY, AND ESTABLISHING AN EFFECTIVE DATE**

**RECITALS:**

WHEREAS, the Flagstaff City Council considered the Fourth Street enhancement project on September 29, 2015 and desires to meet community surface transportation needs; and

WHEREAS, the City has identified certain real property located along the east side of Fourth Street crossing County Assessor Parcel Nos. 108-13-003, 108-13-004, 107-14-009A, 107-14-001D, 107-14-005C, 107-14-005D as an area appropriate for construction of a public sidewalk; and

WHEREAS, the City and property owners have reached agreements as to purchase such real property; and

WHEREAS, Article VII, Section 5 of the Flagstaff City Charter provides that the City acquire real property by ordinance.

**ENACTMENTS:**

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:**

**SECTION 1. In General.**

The Real Estate Purchase and Sale Contracts attached hereto are hereby approved, and the City of Flagstaff shall acquire the real property legally described therein.

**SECTION 2. Delegation of Authority.**

The Mayor, City Manager, City Attorney, City Clerk, Finance Director, Real Estate Manager, or their delegates or agents, are hereby authorized and directed to take all steps and execute all documents necessary to acquire the real property described in said Real Estate Purchase and Sale Contracts and to carry out the purpose and intent of this ordinance.

**SECTION 3. Severability.**

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

SECTION 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 \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

Attachments: Real Estate Purchase Contracts (2), with attached exhibits legally describing real property to be acquired

## REAL ESTATE PURCHASE AND SALE CONTRACT

The City of Flagstaff, a municipal corporation organized and existing under the laws of the State of Arizona ("Buyer" or "City") and Greenlaw Properties LLC ("Seller") hereby enter into this Real Estate Purchase and Sale Contract ("Contract").

1. Property. The City offers to purchase, and Seller agrees to sell, certain real property along the east side of Fourth Street, as legally described and depicted in the Exhibits, attached hereto ("the Property"). The City of Flagstaff is acquiring the Property for the construction of public sidewalk.
2. Purchase Price for Property. The City agrees to pay Seller the purchase price of two hundred eighty-six thousand six hundred ninety-four dollars (\$286,694.00).
3. Conveyance of Property. Seller shall convey the Property to the City by Special Warranty Deed.
4. Opening of Escrow; Closing. The City shall deposit the sum of one thousand dollars (\$1,000.00) deposit with Pioneer Title Agency, Inc. of Flagstaff, Arizona (the "Escrow Agent") to be applied against the Purchase Price at the Close of Escrow.

The Opening of Escrow shall be deemed to be the date on which the Deposit and a fully executed copy of this Contract are delivered to the Escrow Agent. The consummation of the transaction contemplated by this Contract ("Close of Escrow") shall occur on or before sixty (60) days after the Opening of Escrow. If Escrow Company or Recorder's office is closed on the scheduled closing date, Close of Escrow shall occur on the next day that both are open for business. The City, and Seller may accelerate the Closing Date upon mutual acceptance by both parties. The Closing shall occur at the offices of the Escrow Agent, or at such other place as Seller and the City may agree in writing. Closing shall be deemed to have occurred when (i) all closing documents contemplated by this Contract have been delivered to, received by, and executed by the appropriate parties, (ii) all conditions to such Closing contemplated by this Contract have been satisfied or waived, (iii) the funds required to be paid under this Contract have been properly delivered to Escrow Agent and are available for distribution to Seller by Escrow Agent, (iv) the deed required pursuant to Conveyance has been recorded.

5. Title. Within (5) days of Opening of Escrow, Escrow Agent shall deliver to the City and Seller a preliminary title report pertaining to the Property (the "Title Commitment"). On or before fifteen (15) days after receipt of the Title Commitment, the City shall notify Seller of any matters or exceptions shown on the Title Commitment, or on any documents identified in the Title Commitment as title exceptions, that are not acceptable to the City (the "Objections"). Any matters or title exceptions to which the City does not object within such time period shall be deemed to be acceptable matters. Mortgages, deeds of trust and other liens encumbering the Property shall be cleared at or before Closing by Seller. If the close of escrow occurs prior to January 1<sup>st</sup>, 2017, Seller shall pay all ad valorem and similar taxes and assessments relating to the Property in full for calendar year 2016 prior to Close of Escrow. If escrow closes after January 1<sup>st</sup>, 2017 such taxes shall be prorated.
6. Environmental Investigation. Seller hereby grants permission to the City to enter onto the Property to undertake inspections and investigations regarding the Property, which may include, but not be limited to, a physical inspection of the Property as well as any and all improvements, and as deemed reasonably necessary, a Phase I Environmental Assessment (scope to be determined by the City) at the City's expense. The City may choose and retain its inspectors without seeking approval of Seller. However, the City shall not undertake any invasive testing, such as drilling or trenching, without Seller's prior written consent, which consent shall not be unreasonably withheld. Buyer agrees to indemnify, defend and hold Seller harmless for, from, and against any personal injury and property damage claims arising out of City's exercise of the rights granted by this paragraph, this indemnity shall survive the Closing or the cancellation of this Agreement. Seller acknowledges that City's participation in the performance of any Environmental Investigation or

additional inspection will not create any liability for the City as to any Environmental Condition that may exist on the Property unless such condition is exacerbated by City's actions. Environmental Condition shall mean the presence, release, or threatened release into the environment (which includes air, soil or water) of a Hazardous Material. Hazardous Material means and includes any petroleum product and any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material, as now or at any time hereafter in effect, and asbestos or any substance or compound containing asbestos, PCBs, or any other hazardous, toxic, or dangerous waste, substance, or material, or any hazardous or regulated material, waste, substance, toxin, chemical, or pollutant as those terms are defined by federal, state or local law, rule, regulation, or statute. The City shall have 30 days to conduct all investigations commencing upon Opening of Escrow.

7. No Warranties by Seller. The City agrees and acknowledges that no representations, statements or warranties have at any time been made by Seller, or any agent of Seller, as to the condition, quality, quantity, operation, state of repair, or prospects of the Property, or any other matter concerning the Property, in any respect.
8. Brokerage. The City and Seller warrant to one another that they have not dealt with any broker in connection with the sale of the Property. If any person shall assert a claim to a finder's fee, brokerage commission or other compensation on account of employment or alleged employment as a finder or broker or performance of services as a finder or broker in connection with this transaction, the party under whom the finder or broker is claiming shall indemnify, defend and hold the other party harmless from and against any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought on such claim, including, but not limited to, counsel and witness fees and court costs in defending against such claim. This indemnity shall survive the close of escrow or the cancellation of the Contract.
9. Closing Costs.
  - a. The City shall pay the premium for a standard ALTA owner's policy of title insurance with a limit of liability in the amount of the Purchase Price for the Property.
  - b. Other costs incurred in the transfers of the Property shall be paid in accordance with the customs of real estate transactions presently in effect in Coconino County, Arizona, as determined by the Escrow Agent.
10. Distribution of Proceeds upon Closing. The proceeds of the sale (Purchase Price less Closing Costs attributable to Seller) shall be distributed to Seller by the Escrow Agent. Seller is responsible for verifying accuracy of distribution of proceeds with the Escrow Agent and Buyer has no liability for any errors.
11. Construction of Sidewalk. The City at its expense shall construct a public sidewalk on the Property being sold or transferred to the City, per City of Flagstaff standards.
12. Sidewalk Maintenance. Seller, its successors, assigns, and/or tenants shall remain responsible for maintenance of public sidewalks to the extent required by the Flagstaff City Code as may be amended from time to time. See Flagstaff City Code Section 8-03-001-0004, *Removal of Snow and/or Ice*, and Chapter 8-0, *Sidewalks*.
13. Parking Lots. The City shall apply a pavement preservation treatment and restripe the Seller's parking lots located on the remaining property, parcel numbers 107-14-005D, 107-14-009A and 108-13-004 according to the final plan design as approved by the City of Flagstaff. This shall occur according to the contractor's timelines and after the construction of the sidewalk.
14. Signs. The City at its expense will relocate business signs if necessary or as determined per final design, from the Property and reconstruct onto the remaining property of the Seller.

15. Cure Period. A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the non-compliance is not cured within five (5) business days after delivery of such notice (Cure Period), the failure to comply shall become a breach of Contract.
16. Attorneys' Fees and Costs. If any action is brought by either party in respect to its rights under this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and court costs as determined by the court.
17. Seller Remedies. In the event of default by the City, Seller's sole remedy shall be to cancel this Contract and to retain the Deposit, together with all accrued interest, as liquidated damages. Seller and the City agree that it would be impractical or extremely difficult to fix actual damages in case of the City's default; that the amount of the Deposit paid by Buyer is a reasonable estimate of the Seller's damages in case of City's default; that Seller shall retain said Deposit as its damages; and that, thereafter, neither party shall have any further obligations to the other under this Contract, except with respect to obligations which expressly survive the cancellation of this Contract.
18. Buyer Remedies. In the event of default by Seller, City shall have all remedies available at law including but not limited to specific performance.
19. Time of the Essence. The parties hereto expressly agree that time is of the essence with respect to this Contract.
20. Notices. Any notice, which a party is required or may desire to give the other, shall be in writing and shall be sent either (a) by United States registered or certified mail, return receipt requested, postage prepaid, or (b) by a generally recognized overnight carrier providing proof of delivery. Any such notice shall be addressed to a party at such party's address appearing next to such party's signature on last page of the main body of this Contract. Any notice so given shall be deemed to have been given as of the date of actual receipt. Notices shall be addressed to the parties as follows:

SELLER:

Greenlaw Properties LLC  
3690 E. Sycamore Lane  
Rim Rock, AZ. 86335

BUYER:

City of Flagstaff  
City Manager  
211 W. Aspen Avenue  
Flagstaff, AZ 86001  
FAX (928) 779-7656

21. Governing Law. The laws of the State of Arizona shall govern the validity, construction, enforcement and interpretation of this Contract.
22. Severability. In the event that any phrase, clause, sentence, paragraph, section or other portion of this Contract becomes illegal, null or void or against public policy for any reason, or is held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Contract will not be affected thereby and will remain in force and effect to the fullest extent permitted by law.

23. Entire Contract. This Contract embodies the entire Contract of the parties. Any amendments hereto shall be in writing and executed by the parties hereto. All exhibits attached hereto are a part of this Contract for all purposes.
24. Successors in Interest. This Contract shall bind and inure to the benefit of Seller, the City and their heirs, executors, administrators, successors and permitted assigns.
25. Survival of Closing. Each of the covenants, conditions, agreements and representations contained in this Contract shall survive the closing hereunder and the recordation of the Special Warranty Deed.

IN WITNESS WHEREOF, Seller and Buyer have executed this Contract on the date set forth below.

SELLER:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF ARIZONA )

)ss

County of Coconino )

ACKNOWLEDGMENT. On this \_\_\_\_ day of \_\_\_\_\_ 2016, before me, a Notary Public, personally appeared **John L. Beamer**, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that (s)he executed the same for the purposes therein contained.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

BUYER:

City of Flagstaff,

an Arizona municipal corporation

By: \_\_\_\_\_

Gerald W. Nabours, Mayor

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

## PROPERTY BOUNDARY DESCRIPTION

A portion of that parcel identified as Parcel 107-14-005B in Instrument No. 3652734, Records of Coconino County, Arizona, situated in the northwest quarter of Section 13, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

BEGINNING at the northwest corner of said parcel, on the east line of that parcel described in Docket 615, Page 180, RCC;

Thence South  $89^{\circ}39'12''$  East, 11.50 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence South  $00^{\circ}44'20''$  East, 129.22 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence South  $17^{\circ}24'53''$  East, 43.64 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence South  $00^{\circ}44'20''$  East, 216.19 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence South  $89^{\circ}15'40''$  West, 10.81 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence southwesterly and southeasterly, 3.14 feet along the arc of a 2.00 foot radius curve, concave to the southeast, having a central angle of  $90^{\circ}00'00''$  to a set nail with tag marked "RLS 18215 LS 16630";

Thence South  $00^{\circ}44'20''$  East, 163.44 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence South  $89^{\circ}26'19''$  West, 11.21 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence North  $00^{\circ}44'18''$  West, 222.69 feet to a set nail with tag marked "RLS 18215 LS 16630" at the southwest corner of that parcel described in Instrument No. 3766612, RCC;

Thence North  $89^{\circ}28'16''$  East, 10.00 feet along the south line of said parcel to a set nail with tag marked "RLS 18215 LS 16630";

Thence North  $00^{\circ}44'18''$  West, 30.00 feet along the east line of said parcel to a set nail with tag marked "RLS 18215 LS 16630";

Thence South 89°28'16" West, 10.00 feet along the north line of said parcel to a set nail with tag marked "RLS 18215 LS 16630";

Thence North 00°44'18" West, 300.15 feet to the POINT OF BEGINNING.

CONTAINING 8,979 square feet, more or less.

SUBJECT to easements and other encumbrances of record.

BASIS OF BEARINGS for this description is the west line of the northwest quarter of said Section 13, North 00°23'02" West.

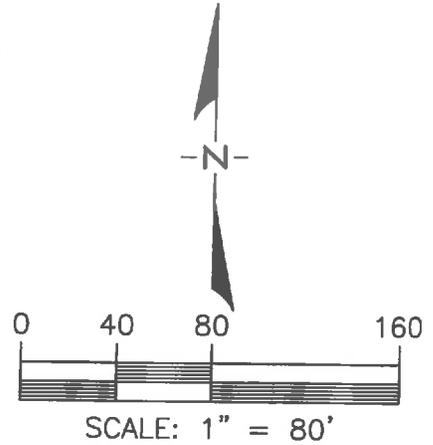
Prepared by:  
James A. Folkers, RLS  
Woodson Engineering & Surveying, Inc.  
124 N. Elden Street  
Flagstaff, Arizona 86001  
Project No. 116821



EXPIRES 12-31-2017

INST. NO. 3652734

INST. NO. 3652734



INST. NO. 3726808

LINE TABLE

LINE NO.	BEARING	LENGTH
L1	S89° 39' 12"E	11.50'
L2	S17° 24' 53"E	43.64'
L3	S89° 15' 40"W	10.81'
L4	S89° 26' 19"W	11.21'
L5	N89° 28' 16"E	10.00'
L6	N00° 44' 18"W	30.00'
L7	S89° 28' 16"W	10.00'

SHADED AREA CONTAINS 8,979 SQ. FT.

WEST LINE OF SECTION 13

FOURTH STREET

POB  
33'

S00°44'20"E - 129.22

N00°44'18"W - 300.15

S00°44'20"E - 216.19

N00°44'18"W - 222.69

S00°44'20"E - 163.44

33'

INST. NO. 3766612

DKT 615, P 180

INST. NO. 3687202

INST. NO. 3687202



EXPIRES 12-31-2017

CURVE TABLE

CURVE NO.	DELTA	RADIUS	LENGTH
C1	90.00	2.00	3.14

DRAWN BY: JAF  
 DATE: 10-17-16  
 FN: 107-14-005B  
 PROJECT NO.: 116801

**WOODSON**  
**ENGINEERING AND SURVEYING, INC.**  
 124 N. ELDEN ST.  
 FLAGSTAFF, AZ 86001  
 PHONE: (928) 774-4636 FAX: (928) 774-4646

EXHIBIT DRAWING

## PROPERTY BOUNDARY DESCRIPTION

A portion of that parcel identified as Parcel 107-14-005C in Instrument No. 3652734, Records of Coconino County, Arizona, situated in the northwest quarter of Section 13, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

BEGINNING at the northeast corner of that parcel described in Docket 615, Page 180, RCC;

Thence South  $89^{\circ}39'12''$  East, 21.41 feet along the north line of said parcels to a set nail with tag marked "RLS 18215 LS 16630";

Thence South  $00^{\circ}20'48''$  West, 2.24 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence South  $38^{\circ}32'00''$  West, 23.99 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence South  $00^{\circ}19'30''$  East, 4.22 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence South  $89^{\circ}40'30''$  West, 1.65 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence South  $00^{\circ}44'45''$  West, 9.37 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence North  $89^{\circ}40'30''$  East, 1.83 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence South  $00^{\circ}19'30''$  East, 29.03 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence South  $89^{\circ}51'49''$  East, 5.63 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence South  $00^{\circ}44'20''$  East, 11.31 feet to a set nail with tag marked "RLS 18215 LS 16630" on the south line of said parcel described in Parcel 107-14-005C in Instrument No. 3652734;

Thence North  $89^{\circ}39'12''$  West, 11.50 feet along said south line to a set nail with tag marked "RLS 18215 LS 16630" on the east line of said parcel described in Docket 605, Page 18, RCC;

Thence North 00°44'20" West, 75.01 feet along said east line to the POINT OF BEGINNING.

CONTAINING 678 square feet, more or less, as shown on the attached exhibit drawing, which is made a part hereof by this reference.

SUBJECT to easements and other encumbrances of record.

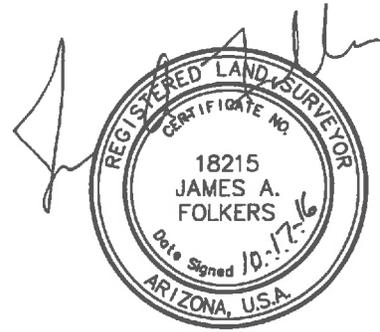
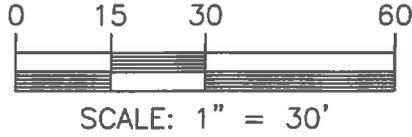
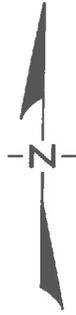
BASIS OF BEARINGS for this description is the west line of the northwest quarter of said Section 13, North 00°23'02" West.

Prepared by:  
James A. Folkers, RLS  
Woodson Engineering & Surveying, Inc.  
124 N. Elden Street  
Flagstaff, Arizona 86001  
Project No. 116801



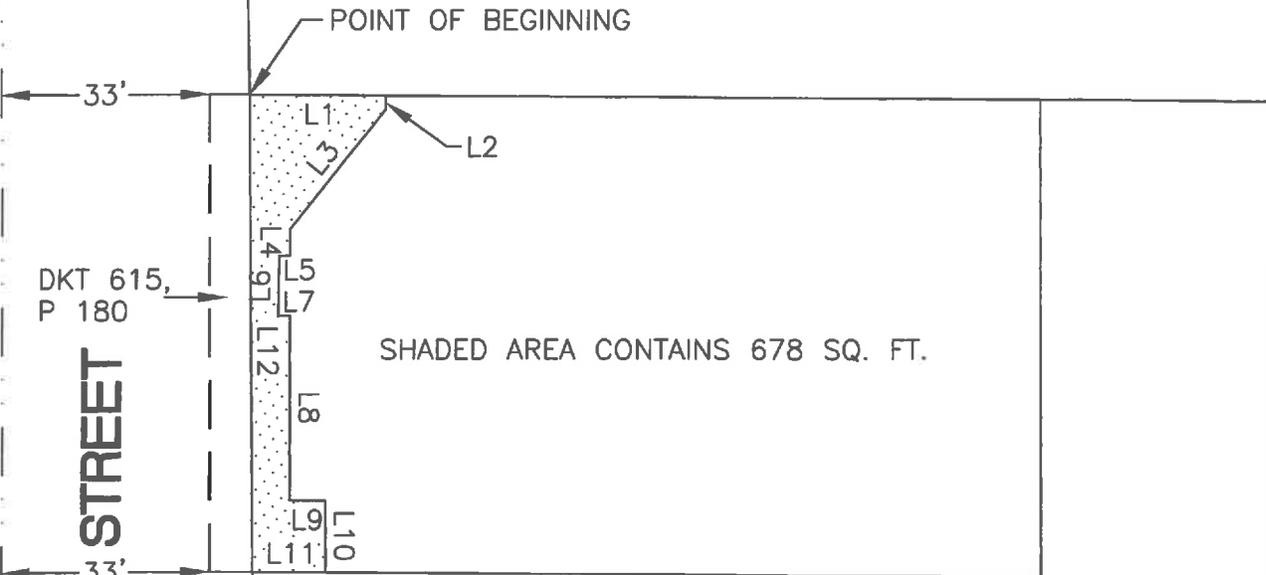
EXPIRES 12-31-2017

WEST LINE OF SECTION 13



EXPIRES 12-31-2017

# INST. NO. 3652734



FOURTH STREET

SHADED AREA CONTAINS 678 SQ. FT.

# INST. NO. 3652734

LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	S89° 39' 12"E	21.41'
L2	S00° 20' 48"W	2.24'
L3	S38° 32' 00"W	23.99'
L4	S00° 19' 30"E	4.22'
L5	S89° 40' 30"W	1.65'
L6	S00° 44' 45"W	9.37'

LINE TABLE		
LINE NO.	BEARING	LENGTH
L7	N89° 40' 30"E	1.83'
L8	S00° 19' 30"E	29.03'
L9	S89° 51' 49"E	5.63'
L10	N00° 44' 20"W	11.31'
L11	N89° 39' 12"W	11.50'
L12	N00° 44' 20"W	75.01'

DRAWN BY: JAF  
 DATE: 10-17-16  
 FN: 107-14-005C  
 PROJECT NO.: 116801

**WOODSON**  
**ENGINEERING AND SURVEYING, INC.**  
 124 N. ELDEN ST.  
 FLAGSTAFF, AZ 86001  
 PHONE: (928) 774-4636 FAX: (928) 774-4646

EXHIBIT MAP

PROPERTY BOUNDARY DESCRIPTION

A portion of that parcel identified as Parcel 107-14-001D in Instrument 3652734, Records of Coconino County, Arizona, situated in the northwest quarter of Section 13, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

BEGINNING at the northeast corner of that parcel described in Docket 615, Page 175, RCC;

Thence North 85°14'39" East, 21.73 feet along the north line of said parcel described in Instrument No. 3652734, to a set nail with tag marked "RLS 18215 LS 16630";

Thence South 00°20'48" West, 52.48 feet to a set nail with tag marked "RLS 18215 LS 16630" on the south line of said parcel;

Thence North 89°39'12" West, 19.89 feet along the south line of said parcel described as Parcel 117-14-001D in Instrument 3652734, RCC;

Thence North 01°38'18" West, 50.58 feet to the POINT OF BEGINNING.

CONTAINING 1,071 square feet, more or less.

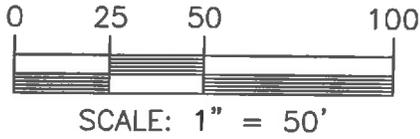
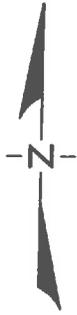
SUBJECT to easements and other encumbrances of record.

BASIS OF BEARINGS for this description is the west line of the northwest quarter of said Section 13, North 00°23'02" West.

Prepared by:  
James A. Folkers, RLS  
Woodson Engineering & Surveying, Inc.  
124 N. Elden Street  
Flagstaff, Arizona 86001  
Project No. 116801



EXPIRES 12-31-2017



**INST. NO. 3652734**

**FOURTH STREET**

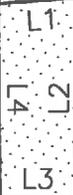
WEST LINE OF SECTION 13

N88°27'35"E - 10.35'(R)

POINT OF BEGINNING

N85°14'39"E - 251.09'(R)

33'  
DKT 615,  
P 175



SHADED AREA CONTAINS ±1,071 SQ. FT.

S00°15'36"W  
72.68'(R)

N89°39'12"W - 260.00'(R)

**INST. NO.  
3652734**

**INST. NO.  
3652734**

**LINE TABLE**

LINE NO.	BEARING	LENGTH
L1	N85° 14' 39"E	21.73'
L2	S00° 20' 48"W	52.48'
L3	N89° 39' 12"W	19.89'
L4	N01° 38' 18"W	50.58'



EXPIRES 12-31-2017

DRAWN BY: JAF  
 DATE: 10-17-16  
 FN: 107-14-001D  
 PROJECT NO.: 116801

**WOODSON**  
**ENGINEERING AND SURVEYING, INC.**  
 124 N. ELDEN ST.  
 FLAGSTAFF, AZ 86001  
 PHONE: (928) 774-4636 FAX: (928) 774-4646

**EXHIBIT MAP**

## PROPERTY BOUNDARY DESCRIPTION

A portion of that parcel identified as Parcel 107-14-009 in Instrument No. 3652734, Records of Coconino County, Arizona (RCC), situated in the northwest quarter of Section 13, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

BEGINNING at the southeast corner of that parcel described in Docket 615, Page 173, RCC;

Thence North  $89^{\circ}29'23''$  East, 3.83 feet along the south line of said parcel identified as Parcel 107-14-009 in Instrument No. 3652734 to the POINT OF BEGINNING;

Thence North  $01^{\circ}30'04''$  West, 196.32 feet along the east line of said parcel to a found unmarked 3" diameter brass cap;

Thence South  $89^{\circ}37'07''$  West, 0.34 feet along said east line to a found unmarked 3" diameter brass cap;

Thence North  $00^{\circ}31'21''$  West, 435.39 feet along said east line to the northwest corner of said parcel identified as Parcel 107-14-009 in Instrument No. 3652734 ;

Thence North  $89^{\circ}59'00''$  East, 8.67 feet along the north line of said parcel to a set nail with tag marked "RLS 18215 LS 16630";

Thence South  $00^{\circ}31'21''$  East, 65.38 feet, more or less, to a building wall;

Thence North  $89^{\circ}37'09''$  West, 2.44 feet, more or less, along said building wall to a corner thereof;

Thence South  $00^{\circ}45'45''$  West, 86.90 feet, more or less, along said building wall to a corner thereof;

Thence South  $89^{\circ}04'36''$  East, 14.61 feet, more or less, along said building wall;

Thence South  $00^{\circ}31'21''$  East, 88.68 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence South  $89^{\circ}28'39''$  West, 5.86 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence southwesterly and southeasterly, 3.14 feet along the arc of a 2.00 foot radius curve, concave to the southeast, having a central angle of  $90^{\circ}00'00''$  to a set nail with tag marked "RLS 18215 LS 16630";

Thence South  $00^{\circ}31'22''$  East, 162.98 feet, more or less, to a building wall;

Thence North 89°33'35" West, 3.87 feet, more or less, along said building wall to a corner thereof;

Thence South 00°05'19" East, 39.93 feet, more or less, along said building wall to a corner thereof;

Thence South 89°40'06" East, 4.28 feet, more or less, along said building wall;

Thence South 01°30'04" East, 110.97 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence South 00°19'14" West, 68.44 feet to a set nail with tag marked "RLS 18215 LS 16630";

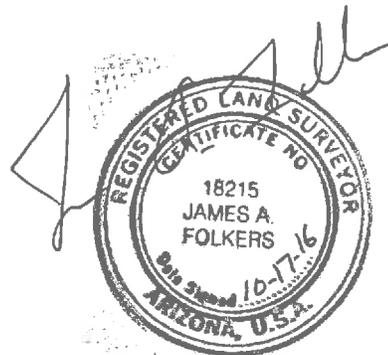
Thence South 74°07'16" East, 15.35 feet to a set nail with tag marked "RLS 18215 LS 16630" on the south line of said parcel identified as Parcel 107-14-009 in Instrument No. 3652734;

Thence South 85°14'39" West, 23.12 feet along said south line to the POINT OF BEGINNING.

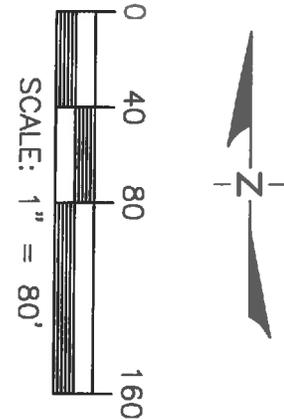
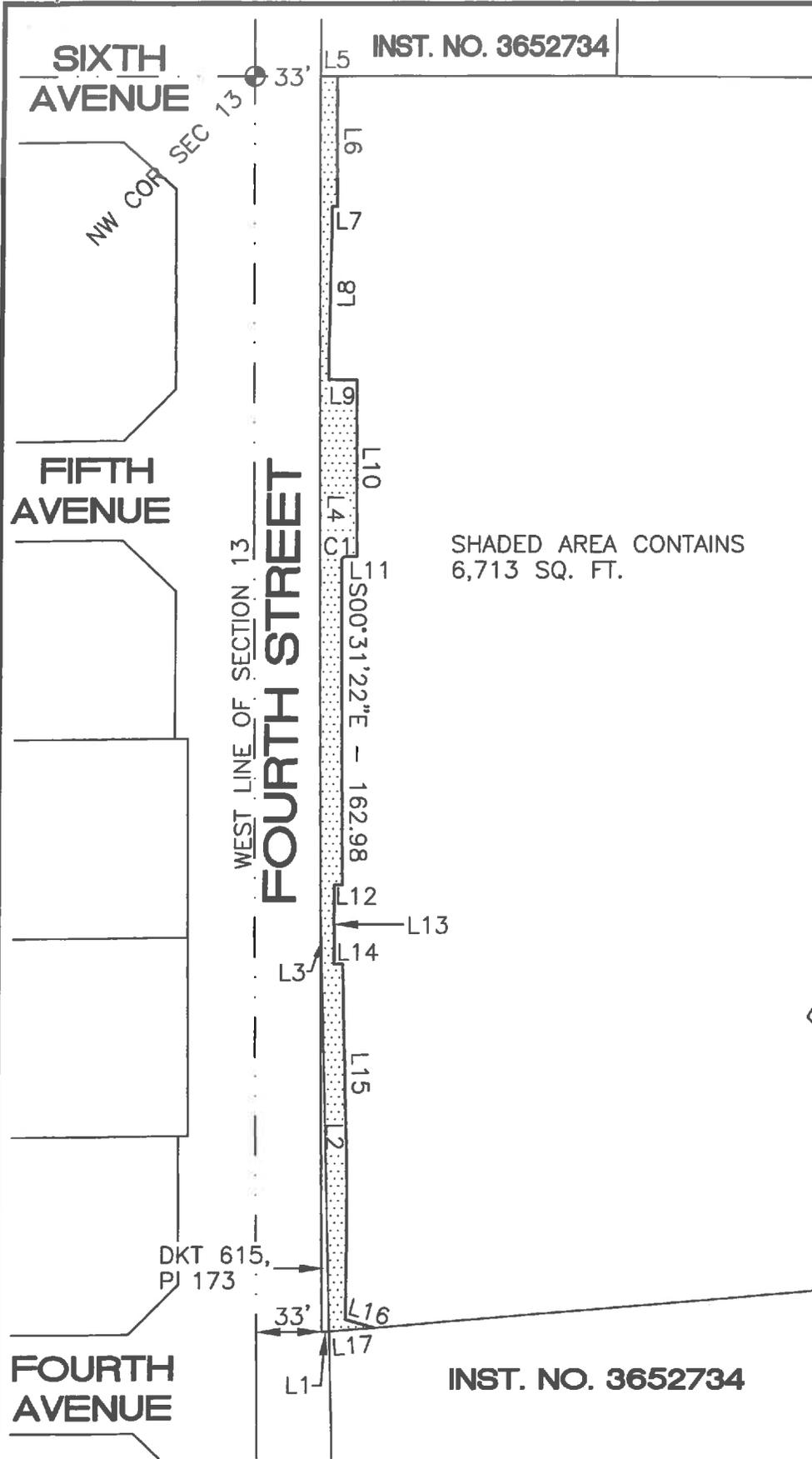
CONTAINING 6,713 square feet, more or less, as shown on the attached exhibit drawing which is made a part hereof by this reference.

SUBJECT to easements and other encumbrances of record.

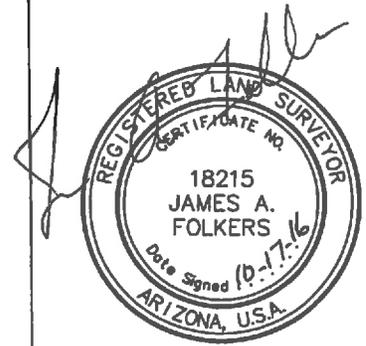
Prepared by:  
James A. Folkers, RLS  
Woodson Engineering & Surveying, Inc.  
124 N. Elden Street  
Flagstaff, Arizona 86001  
Project No. 116801



EXPIRES 12-31-2017



INST. NO. 3652734



EXPIRES 12-31-2017

INST. NO. 3652734

SHEET 1 OF 2

DRAWN BY: JAF  
 DATE: 10-17-16  
 FN: 107-14-009A  
 PROJECT NO.: 116801

**WOODSON**  
**ENGINEERING AND SURVEYING, INC.**  
 124 N. ELDEN ST.  
 FLAGSTAFF, AZ 86001  
 PHONE: (928) 774-4636 FAX: (928) 774-4646

EXHIBIT DRAWING

LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	N89° 29' 23"E	3.83'
L2	N01° 30' 04"W	196.32'
L3	N89° 37' 07"E	0.34'
L4	N00° 31' 21"W	435.39'
L5	N89° 59' 00"E	8.67'
L6	S00° 31' 21"E	65.38'
L7	N89° 37' 09"W	2.44'
L8	S00° 45' 45"W	86.90'
L9	S89° 04' 36"E	14.61'
L10	S00° 31' 21"E	88.68'
L11	S89° 28' 39"W	5.86'
L12	N89° 33' 35"W	3.87'
L13	S00° 05' 19"E	39.93'
L14	S89° 40' 06"E	4.28'
L15	S01° 30' 04"E	110.97'
L16	S74° 07' 16"E	15.35'
L17	S85° 14' 39"W	23.12'



EXPIRES 12-31-2017

CURVE TABLE			
CURVE NO.	DELTA	RADIUS	LENGTH
C1	090° 00' 00"	2.00'	3.14'

SHEET 2 OF 2

DRAWN BY: JAF  
 DATE: 10-17-16  
 FN: 107-14-009A  
 PROJECT NO.: 116801

**WOODSON**  
**ENGINEERING AND SURVEYING, INC.**  
 124 N. ELDEN ST.  
 FLAGSTAFF, AZ 86001  
 PHONE: (928) 774-4636 FAX: (928) 774-4646

EXHIBIT DRAWING

## PROPERTY BOUNDARY DESCRIPTION

A portion of that parcel identified as Parcel 108-13-004 in Instrument No. 3652734, Records of Coconino County, Arizona (RCC), situated in the southeast quarter of Section 12, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

BEGINNING at the southwest corner of said parcel and the most southerly corner of that parcel described in Docket 616, Page 270, RCC;

Thence North 00°03'10" East, 54.16 feet along the east line of said parcel;

Thence North 00°45'19" East, 95.63 feet along said east line;

Thence North 00°21'01" West, 2.93 feet along said east line to the northeast corner thereof;

Thence North 89°38'40" East, 8.67 feet along the north line of said parcel described in Instrument No. 3652734 to a set nail with tag marked "RLS 18215 LS 16630";

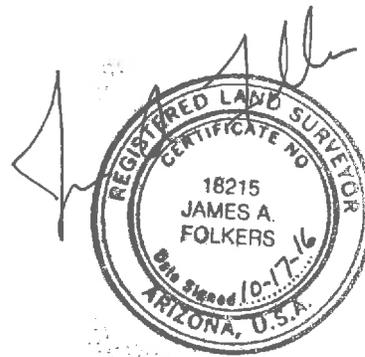
Thence South 00°29'06" West, 152.77 feet to a set nail with tag marked "RLS 18215 LS 16630" on the south line of said parcel;

Thence South 89°59'00" West, 8.67 feet along said south line to the POINT OF BEGINNING.

CONTAINING 1,353 square feet (0.03 acres), more or less, as shown on the attached exhibit map which is made a part hereof by this reference.

SUBJECT to easements and other encumbrances of record.

Prepared by:  
James A. Folkers, RLS  
Woodson Engineering & Surveying, Inc.  
124 N. Elden Street  
Flagstaff, Arizona 86001  
Project No. 116801



EXPIRES 12-31-2017

# DKT. 1722, P 350

WEST LINE OF SECTION 12

**FOURTH STREET**

DKT 616,  
P 270

33'

33'

SW COR SEC 12

N89° 38' 40"E  
8.67'

L1

95.63'

N00°45'19"E

54.16'

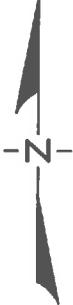
N00°03'10"E

S00°29'06"W - 152.77'

LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	N00° 21' 01"W	2.92'



SCALE: 1" = 30'



**INST. NO.  
3652734**

SHADED AREA CONTAINS 1,353 SQ. FT.

SOUTH LINE OF SECTION 12

S89°59'00"W  
8.67'

**INST. NO. 3652734**



EXPIRES 12-31-2017

DRAWN BY: JAF  
DATE: 10-14-16  
FN: 108-13-004  
PROJECT NO.: 116801

**WOODSON**  
**ENGINEERING AND SURVEYING, INC.**  
124 N. ELDEN ST.  
FLAGSTAFF, AZ 86001  
PHONE: (928) 774-4636 FAX: (928) 774-4646

**EXHIBIT MAP**



**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** David McIntire, Community Investment Director  
**Date:** 11/02/2016  
**Meeting Date:** 11/15/2016



---

**TITLE:**

**Consideration and Possible Adoption of Ordinance No. 2016-37:** An ordinance authorizing the Sale of City-Owned Property Near the Airport, Assessor's Parcel Number (APN) 116-61-006, through approval of a Purchase and Sale Agreement. (***Purchase and Sale Agreement with Greentree Hospitality Group***)

**RECOMMENDED ACTION:**

At the November 15, 2016, Regular Council Meeting:

- 1) Read Ordinance No. 2016-37 by title only for the first time
- 2) City Clerk reads Ordinance No. 2016-37 by title only (if approved above)

At the December 6, 2016, Regular Council Meeting:

- 3) Read Ordinance No. 2016-37 by title only for the final time
- 4) City Clerk reads Ordinance No. 2016-37 by title only (if approved above)
- 5) Adopt Ordinance No. 2016-37

**Executive Summary:**

The City has a 32 acre parcel of land currently zoned Highway Commercial in the vicinity of Flagstaff Airport. The City released a Request for Proposals seeking to identify a purchaser with the intention of generating fiscal resources for the airport, creating services to enhance the airpark, and providing jobs for the community. Greentree Hospitality Group was the successful respondent.

**Financial Impact:**

The sale of the property will generate over \$5,500,000 which is to be used by the airport. The proposed initial use as hotel, restaurant and corporate offices will generate construction sales tax, enhanced property tax and transaction privilege tax which will include Bed, Board, and Beverage taxes although the amount anticipated has not been calculated. The 140 full time equivalent employees will generate economic impact to the community as well.

Important to note that the purchase will be in two phases:

Phase 1) 10 acres at \$4.25 per square foot.

Phase 2) The balance of the property will be determined based on the final square footage of the second parcel of land.

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

**COUNCIL GOALS:**

9) Improve the economic quality of life for Flagstaff through economic diversification, and by fostering jobs and programs that grow wages and revenues

**Has There Been Previous Council Decision on This:**

There have not been previous City Council decisions on this topic.

**Options and Alternatives:**

- 1) Approve the Ordinance and the Purchase and Sale Agreement which will authorize the execution of the sale and the development of the property.
- 2) Amend and approve the Ordinance and Purchase and Sale Agreement which may require additional negotiations with the Buyer.
- 3) Reject the Ordinance and the Purchase and Sale Agreement and provide staff direction on whether to stop negotiations or bring back alternatives.

**Background/History:**

Purchasing staff posted a Request for Proposal on the City website on July 17, 2016 and advertised in the AZ Daily Sun on July 17, 2016, July 24, 2016 and July 31, 2016. Proposals were due on August 5, 2016; only one proposal was received. Greentree Hospitality Group, Inc. was the only proposer, and was determined to be responsive and responsible and contract negotiations began. The ordinance, purchase agreement and additional documents are being finalized and will be attached to the final version of the item.

**Community Involvement:**

Consult

---

**Attachments:**

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Charity Lee, Real Estate Manager  
**Date:** 10/25/2016  
**Meeting Date:** 11/15/2016



---

**TITLE:**

**Consideration and Approval to Extend the Lease:** Between the City of Flagstaff and Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) for five (5) years.

**RECOMMENDED ACTION:**

Extend the lease for an additional five (5) year term.

**Executive Summary:**

November 1, 2011 City Council approved the lease agreement with the Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) for the construction of a comfort station at the City owned facility located at 216 W. Phoenix Avenue. The purpose of the comfort station was to provide a space for the bus drivers to take breaks and recover from being in traffic for long periods of time. The lease was for a five (5) year term with the option to renew for five (5) additional years.

**Financial Impact:**

There are no direct financial implication to the City. The Lessee pays the costs and expenses for all services, repairs, maintenance, insurance and taxes. City receives a \$1.00 per year for the lease of the property located at 216 W. Phoenix Avenue.

**Policy Impact:**

The use of the comfort station is directly related to an overall community benefit of keeping tired and stressed bus drivers off City roads.

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

**COUNCIL GOALS:**

6) Provide a well-managed transportation system

**REGIONAL PLAN:**

Policy T.I.5 Manage the operation and interaction of all modal systems for efficiency, effectiveness, safety, and to best mitigate traffic congestion.

Policy T.I.6 Provide and promote strategies that increase alternate modes of travel and demand for vehicular travel to reduce peak period traffic.

**Has There Been Previous Council Decision on This:**





**Northern Arizona Intergovernmental Public Transportation Authority**

3773 N. Kaspar Drive • Flagstaff, AZ 86004 • 928-679-8900 • FAX 928-779-6868 • www.naipta.az.gov

October 3, 2016

City of Flagstaff  
Attn: Clerk of the Board  
211 W Aspen Ave  
Flagstaff, AZ 86001

RE: Lease of 216 W Phoenix Ave, Flagstaff

To Whom It May Concern,

As per section 1.4 Term and Commencement Date, NAIPTA is requesting that the term of our agreement be extended for an additional five (5) year term under the same provisions and conditions of the original lease agreement. The lease is set to expire on December 11, 2016 and we are seeking extension thru December 11, 2021.

We would like to update the contact information and address for this agreement in order to ensure information and billing reaches our agency timely. All notices and bills should be send as follows:

NAIPTA  
Attn: Administrative Director  
3773 N Kaspar Dr  
Flagstaff, AZ 86004

Thank you for your consideration of our request.

Sincerely,

*Heather Dalmolin*

Heather Dalmolin  
Administrative Director  
hdalmolin@naipta.az.gov



*Setting you where you want to go*



**COMMERCIAL LEASE BETWEEN  
THE CITY OF FLAGSTAFF  
AND  
NORTHERN ARIZONA INTERGOVERNMENTAL PUBLIC  
TRANSPORTATION AUTHORITY**

THIS LEASE is entered into this 12<sup>th</sup> day of Dec., 2011, by and between the City of Flagstaff, an Arizona municipal corporation ("Lessor"), and the Northern Arizona Intergovernmental Public Transportation Authority ("NAIPTA") a corporate body and political subdivision of the State of Arizona ("Lessee").

IN CONSIDERATION of the mutual covenants and obligations set forth below, the Lessor and Lessee agree as follows:

**1. Lease of the Premises and Possession.**

1.1. Lease of Premises. The Lessor leases to the Lessee and the Lessee leases from the Lessor those Premises situated at 216 W. Phoenix Avenue, City of Flagstaff, Coconino County, Arizona, in accordance with the terms and conditions of this Lease. The Premises are depicted in Exhibit A, attached to and made a part hereof.

1.2. Condition of Premises. The Lessor makes no representations or warranties regarding the condition or tenantability of the Premises. The Premises are leased to the Lessee "AS IS, AND WITH ALL DEFECTS, LATENT OR PATENT."

1.3. Permitted Use. The Lessee's permitted use under this Lease is for a bus driver comfort station ("Permitted Use").

1.4. Term and Commencement Date. The Term of this Lease, with regard to use of the Premises for the Permitted Use, shall commence on the date first set forth above ("Commencement Date") and shall, unless renewed, continue for a period of five years from the Commencement Date ("Term"), unless terminated earlier as provided in Section 7. Lessee may request of Lessor in writing, no later than sixty (60) days prior to the end of the Term, that the Term be extended for an additional five year term upon the same terms and conditions.

1.5. Rent. The Lessee shall pay an annual rent of one dollar (\$1.00) ("Rent").

1.6. Security Deposit. The security deposit under this Lease is zero dollars (\$0) ("Security Deposit").

**2. Possession.**

2.1. Possession of Premises. The Lessor shall deliver possession of the Premises to the Lessee on the Commencement Date. The Lessor covenants on behalf of itself, and its successors and assigns, not to disturb the quiet enjoyment, possession or Permitted Use of the Lessee during the Term of this Lease, subject to the Lessor's rights set forth in this Lease.

**NAIPTA**

**DEC 20 2011**

**RECEIVED**

**3. Rent.**

3.1. Time of Payment. Rent shall be due on or before the first (1<sup>st</sup>) day of each year of the Term of this Lease, with the first annual rental payment due on the Commencement Date of this Lease.

3.2. Late Charges. The Lessee shall pay to the Lessor a late payment charge equal to five percent (5%) of any amount due and owing for any rental payment not paid within seven (7) days of the due date thereof. Any late payments not paid as described above shall bear interest until paid at the lesser of two percent (2%) per month or the highest rate permitted by law.

3.3. Form and Payment of Rent. The Lessee shall pay rent in the form of cash, a check or money order made payable to the Lessor. The Lessee shall deliver the payment to the Lessor at the Lessor's address set forth in Section 8.1 on or before the due date for the rent payment.

**4. Representations, Warranties and Covenants of Lessee.**

4.1. Use of Premises. The Lessee shall occupy and use the Premises for the Permitted Use and no other purpose, and the Lessee shall occupy the entire Premises during the Term of this Lease and any renewal thereof. The Lessee shall conduct no industrial, manufacturing or processing activity on the Premises. Lessee shall not (i) cause or permit any auction, fire, closing out or bankruptcy sales in or about the Premises; (ii) make or permit any noise or odor objectionable to the public to emit from the Premises; (iii) create, maintain or permit a nuisance in or about the Premises; (iv) permit or do anything that is contrary to any law or regulation of any federal, state or local governmental body or agency; or (v) permit or do anything that is contrary to any covenant, condition or restriction affecting the Premises.

4.2. Hazardous Material. The Lessee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises by the Lessee, its agents, employees, contractors or invitees, without the prior written consent of the Lessor, which consent may be withheld for any reason or for no reason.

4.2.1. Hazardous Material Indemnity. The Lessee shall indemnify, defend and hold the Lessor, its officers, officials, employees and agents, harmless from and against any and all claims, judgements, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space, sums paid in settlement of claims and attorneys' fees, consultant fees and expert fees) which arise during or after the Lease Term as a result of (i) the Lessee's breach of the obligations stated in this Section 4.2, or (ii) the presence of Hazardous Material on the Premises caused or permitted by the Lessee. This indemnification of the Lessor by the Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil on or groundwater under or

within the Premises caused or permitted by the Lessee results in any contamination of the Premises or elsewhere, the Lessee shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Material to the Premises.

4.2.2. Definitions. As used in this Lease, the term "Hazardous Material" means any hazardous or toxic substance, material or waste, which is or becomes regulated by any local governmental authority, the State of Arizona or the United States. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous substance" under applicable law, (ii) petroleum, (iii) asbestos, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act, 33 U.S.C. Section 1321, (v) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6903, (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 or (vii) defined as a "regulated substance" pursuant to Section 9001, Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. Section 6991.

4.3. Alterations, Improvements and Additions. The Lessee shall not make any alteration, improvement or addition to the Premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Lessor consents to, and the Lessee shall be responsible for, any alteration, improvement or addition to the Premises mandated by the Americans With Disabilities Act of 1990, as amended, and applicable rules and regulations as promulgated from time to time. All alterations, improvements and additions (i) shall be performed at the sole cost and expense of the Lessee in compliance with all applicable laws and regulations of any federal, state or local governmental body or agency, and (ii) shall become and remain the property of the Lessor. In contracting for the performance of any alterations, improvements or additions, the Lessee shall not act as the agent of the Lessor. All contracting by the Lessor for alternations, improvements or additions will be done by professionally licensed and bonded contractors in accordance with Arizona State Registrar of Contractors (Arizona Revised Statutes Title 32, Chapter 10).

4.4. Covenant Against Liens. The Lessee covenants and agrees not to suffer or permit any lien (including, but not limited to, tax liens, mechanics' liens and materialmen's liens) to be placed against the Premises. If a lien is placed against the Premises that is directly or indirectly related to an act or failure to act of the Lessee, the Lessee agrees to pay off and remove such lien within five (5) days of receipt by the Lessee of notice thereof, irrespective of whether the Lessee contests the validity of the lien. The Lessee has no authority or power to cause or permit any lien or other encumbrance created by act of the Lessee, operation of law, or otherwise, to attach to or be placed upon the Lessor's title or interest in the Premises. Any such lien or encumbrance shall attach, if at all, only to the Lessee's leasehold interest in the Premises.

4.5. Waiver of Claims. Exclusive of direct or consequential damages caused by the gross negligence or willful misconduct of the Lessor, its officers, officials, employees or agents, the Lessee agrees that the Lessor, its officers, officials, employees or agents, shall not be liable for any direct or consequential damages (including damage claimed for actual or constructive

eviction) either to persons or property sustained by the Lessee, or its officers, directors, employees, agents, invitees, licensees or contractors due to (i) any part of the Premises not being in repair or (ii) the happening of any incident on the Premises. This provision shall include, but not be limited to, damage caused by water, snow, frost, sewage, gas or malfunction of any electrical, heating, cooling or ventilation systems or installations on the Premises.

4.6. Indemnification. The Lessee agrees to indemnify, defend, save and hold harmless the Lessor, its, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, demands, actions, liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) (hereinafter collectively referred to as "Claims") for personal injury (including death) or property damage caused, in whole or in part, by the acts, errors, omissions, negligence, or alleged negligence of Lessee or any of Lessee's directors, officers, agents and employees. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Lessee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Lessee from and against any and all Claims. It is agreed that Lessee will be responsible for primary loss investigation, defense, and judgement costs where this indemnification is applicable. In consideration for the use and occupancy of the Leased Premises, the Lessee agrees to waive all rights of subrogation against the Indemnitee, for losses arising from the use, occupancy or condition of the Leased Premises. The foregoing indemnity by the Lessee shall extend, but not be limited, to:

4.6.1. construction by or through the Lessee of the Improvements or any other work or thing done in, on or about the Premises or any part thereof;

4.6.2. any use, nonuse, possession, occupation, alteration, repair, condition, operation, maintenance or management of the Premises and Improvements, areas adjacent thereto or improvements thereon by or through the Lessee, or any nuisance made or suffered thereon or any failure by the Lessee to keep the Premises or any street, alley, parking area or facility, sidewalk, curb, vault, passageway, gutter, tunnel, bridge or space comprising a part thereof in a safe condition;

4.6.3. any fire, accident, injury (including death) or damage to any person or property occurring in, on or about the Premises and Improvements, areas adjacent thereto or improvements thereon or any part thereof or in, on or about any street, alley, parking area or facility, sidewalk, curb, vault, passageway, gutter, tunnel, bridge or space comprising a part thereof;

4.6.4. any lien or claim which may be alleged to have arisen against or on the Premises or Improvements thereon or any part thereof or any of the assets of, or funds appropriated to, the Lessor or any liability which may be asserted against the Lessor with respect thereto;

4.6.5. any acts of the Lessee or any subtenant or any of its or their respective agents, contractors, servants, employees, licensees or invitees;

4.6.6. any failure on the part of Lessee to pay rental or to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease on its part to be performed or complied with and the exercise by the Lessor of any remedy provided in this Lease with respect thereto;

4.6.7. any failure on the part of Lessee to keep, observe, comply with and perform any of the terms, covenants, agreements, provisions, conditions or limitations contained in the subleases or other contracts and agreements affecting the Improvements or any part thereof, on Lessee's part to be kept, observed or performed;

4.6.8. any tax which Lessee is obligated to pay or cause to be paid, including any tax attributable to the execution, delivery or recording of this Lease.

4.7. The foregoing provisions shall survive the expiration or earlier termination of this Lease to the extent the act, error, omission, negligence or alleged negligence arose prior to such expiration or termination.

4.8. The Lessee will hold all goods, materials, furniture, fixtures, equipment, machinery and other property whatsoever on the Premises at the sole risk of Lessee, and, to the extent set forth above, save the Lessor harmless from any loss or damage thereto by any cause whatsoever.

4.9. The obligations of Lessee under this Section shall not in any way be affected by the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part to be performed under insurance policies affecting the project.

4.10. If any claim, action or proceeding is made or brought against the Lessor by reason of any event, specified or unspecified, which is the subject of the Lessee's foregoing indemnity, then, upon demand by the Lessor, the Lessee, at its sole cost and expense, shall resist or defend such claim, action or proceeding in the Lessor's name. Notwithstanding the foregoing, the Lessor may engage its own attorneys to defend it or to assist in its defense and Lessee shall pay the reasonable fees and disbursements of such attorneys.

4.11. Waiver of Notice. The Lessee expressly waives the service of any demand for payment of rent or for possession.

4.12. Acceptance of Premises and Disclaimer of Representations. The Lessee is fully familiar with the condition of the Premises and accepts the Premises in their present condition "AS IS, AND WITH ALL DEFECTS, LATENT OR PATENT."

4.13. Subordination and Attornment.

4.13.1. Subordination. The Lessee agrees that this Lease is and shall remain subordinate to any existing or subsequent mortgage or deed of trust covering the fee title to

the Premises, together with any renewals, modifications or extensions of such existing or subsequent mortgages or deeds of trust. Upon the request of the Lessor, the Lessee shall execute such instruments as are reasonably required to subordinate this Lease to mortgages or deeds of trust made by the Lessor.

4.13.2. Attornment. The Lessee shall attorn to, and recognize as successor Lessor under this Lease, any person that purchases or obtains title to the Premises pursuant to (i) foreclosure proceedings, (ii) exercise of the power of sale under a deed of trust or (iii) a deed in lieu of foreclosure or similar transfer.

## 5. Triple Net Lease.

5.1. Triple Net Lease. The Lessee acknowledges that (i) this is a “triple net lease” as such term is commonly used in the real estate industry; (ii) the Lessor shall have no obligation or liability to pay any cost or expense with respect to the Premises, except as expressly provided for in this Lease; and (iii) the Lessee shall be liable for all costs and expenses with respect to the Premises, except as expressly, otherwise, provided in this Lease. As provided below, the costs and expenses payable by the Lessee shall include, without limitation, services, repairs, maintenance, insurance and taxes.

5.2. Services to be Provided by the Lessee. Lessee shall maintain, at its own expense, all necessary or desired services for the Premises, including, but not limited to water, electricity, natural gas, communication services, janitorial services, garbage disposal and snow removal. The Lessor is not obligated to supply or maintain any service or equipment to the Premises. The Lessee shall put, keep and maintain all portions of the Premises, including sidewalks, curbs and passageways adjoining the same in a clean and orderly condition, free of dirt, rubbish, snow, ice and obstructions.

5.3. Repairs and Maintenance. The Lessee shall maintain and repair the Premises in a condition not less than the condition of the Premises existing as of the Commencement Date, normal wear and tear excepted. The parties agree that the exception for “normal wear and tear” shall not relieve the Lessee of the obligations to repair and maintain in good working order the roof, paved parking areas and the heating, ventilating, air conditioning, plumbing, electrical and telecommunication systems and to operate the Premises as a high grade and reputable concern. All repairs made by the Lessee shall be at least equal to the original work in class and quality. All repairs and improvements made by Lessee shall be performed by a licensed contractor and shall meet all City, State and Federal requirements. If the Lessee fails to make such maintenance or repairs, the Lessor or its agents may, but shall not be required to, enter the Premises at all reasonable times to make such maintenance or repairs, and the Lessee shall pay to the Lessor the cost of such maintenance or repairs within five (5) days of receipt of a bill for such maintenance or repairs.

5.4. Insurance. The Lessee shall procure and maintain for the duration of this Lease insurance against claims for injury to persons or damage to property, which may arise from or in connection with this Lease by the Lessee, Lessee’s agents, representatives, employees or contractors. The insurance requirements herein are minimum requirements for this Lease and in no way limit the

indemnity covenants contained herein. The Lessor does not represent or warrant that the minimum limits set forth herein are sufficient to protect the Lessee from liabilities that might arise out of this Lease, and Lessee is free to purchase such additional insurance as Lessee may determine is necessary.

5.4.1. Minimum Scope and Limits of Insurance. Lessee shall provide coverage at least as broad and with limits not less than those stated below.

5.4.1.1. Commercial General Liability - Occurrence Form

*(Form CG 0001, ed. 10/93 or any replacement thereof)*

General Aggregate -- \$2,000,000

Personal and Advertising Injury -- \$1,000,000

Each Occurrence -- \$1,000,000

Fire Damage (any one fire) -- \$500,000

Medical Expense (any one person) – Optional

5.4.1.2. Automobile Liability - Any Automobile or Owned, Hired and Non-owned Vehicles *(Form CA 0001, ed. 12/93 or any replacement thereof)*

Combined Single Limit Per Accident for Bodily Injury and Property Damage -- \$1,000,000

5.4.1.3. Workers' Compensation and Employer's Liability

Workers' Compensation -- Statutory

Employer's Liability: Each Accident -- \$500,000

Disease - Each Employee -- \$500,000

Disease - Policy Limit -- \$500,000

5.4.1.4. Commercial Property Insurance

Coverage for Lessee's tenant improvements – Replacement Value  
(Broad Form, replacement cost coverage)

5.4.2. Self-insured Retention/Deductibles. Any self-insured retentions and deductibles must be declared to and approved by the Lessor.

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

5.4.3.1. Commercial General Liability and Automobile Liability Coverages.

5.4.3.1.1 The City of Flagstaff, its officers, officials, agents and employees shall be named as additional insureds with respect to liability arising out of the use and/or occupancy of the Premises subject to this Lease and activities performed by or on behalf of the Lessee, including products and completed operations of the Lessee; and automobiles owned, leased, hired or borrowed by the Lessee.

5.4.3.1.2. The Lessee's insurance shall contain broad form contractual liability coverage.

5.4.3.1.3 The City of Flagstaff, its officers, officials, agents and employees volunteers shall be named as additional insureds to the full limits of liability purchased by the Lessee even if those limits of liability are in excess of those required by this Lease.

5.4.3.1.4. The Lessee's insurance coverage shall be primary insurance with respect to the Lessor, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Lessor, its officers, officials, agents and employees, shall be in excess to the coverage of the Lessee's insurance and shall not contribute to it.

5.4.3.1.5 The Lessee's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.4.3.1.6 Coverage provided by the Lessee shall not be limited to the liability assumed under the indemnification provisions of this Lease.

5.4.3.1.7. The policies shall contain a waiver of subrogation against the Lessor, its officers, officials, agents and employees for losses arising from Lessee's operations, occupancy and use of the Premises subject to this Lease.

5.4.3.2. Workers' Compensation and Employee's Liability Coverage. The insurer agrees to waive all rights of subrogation against the City, its officials, officers, agents, employees and volunteers for losses arising from the Lessee's operations, occupancy and use of the Premises subject to this Lease.

5.4.3.3. Property Insurance. The City of Flagstaff shall be named as loss payee as its interests may appear. The Lessee may carry any insurance required to be maintained under this Section 5.4 under a "blanket policy" covering other properties of the Lessee and/or its Affiliates.

5.4.4. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Lease shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Lessor. Such notice shall be sent directly to the City of Flagstaff's Risk Manager, at the address provided in Section 8 herein.

5.4.5. Acceptability of Insurers. Lessee shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The Lessor does not represent or warrant that the above

required minimum insurer rating is sufficient to provide the Lessee from potential insurer insolvency.

5.4.6. Verification of Coverage. The Lessee shall furnish the Lessor with certificates of insurance (*ACORD form*) as required by this Lease. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance.

5.4.6.1 The Lessor must receive and approve all certificates of insurance before the Lessee takes possession of the Premises. The Lessee's failure to maintain the insurance policies as required by this Lease or to provide timely evidence of renewal will be considered a material breach of this Lease. All certificates of insurance shall be sent directly to the City of Flagstaff's Risk Manager at the address set forth in Section 8 hereof. A description of the Premises shall be noted on the certificates of insurance. The Lessor reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Lease at any time.

5.4.7. Approval. Any modification or variation from the insurance requirements in this Lease must have the prior approval of the Lessor's Risk Manager. Such action will not require a formal lease amendment but may be made by administrative action.

5.4.8 Policy Review and Adjustment. Such policies of insurance shall be subject to review and adjustment on the fifth (5<sup>th</sup>) anniversary of the effective date of this Lease and on each subsequent fifth (5<sup>th</sup>) anniversary during the term hereof in order to determine the adequacy of the insurance amounts in light of the then existing circumstances.

5.4.9 Failure to Maintain Insurance. If the Lessee fails or refuses to provide copies of the renewal insurance policies, together with evidence of payment of premiums therefor, or otherwise fails or refuses to procure or maintain insurance as required by this Lease, the Lessor shall have the right, at the Lessor's election, and upon five (5) days' notice to the Lessee, to procure and maintain such insurance. Any premiums paid by the Lessor hereunder shall be due and payable by the Lessee to the Lessor on the first day of the month following the date on which the premiums were paid. The Lessor shall give prompt notice of the payment of such premiums, stating the amounts paid and the name(s) of the insured(s).

5.5. Taxes. The Lessee shall pay, as the same become due and payable, all general real estate taxes and all special assessments levied upon or assessed against, or which become due and payable in connection with, the Premises. In addition, the Lessee shall be liable for and shall pay before the same shall be past due all taxes levied against its trade fixtures and equipment and other personal property placed upon, or owned by the Lessee in, on or about the Premises, plus those levied against the personal property, if any, being leased to the Lessee under this Lease.

## 6. Default.

6.1. Default by Lessee. The Lessee shall be in default under this Lease if any of the following occurs: (i) Lessee fails to pay when due any annual rental amount or other payment required to be paid by the Lessee under this Lease in accordance with Section 3 hereof; (ii) the Lessee fails to perform or observe any other covenant, agreement or condition which the Lessee is required to perform or observe and such failure shall not be cured within thirty (30) days after delivery of written notice to the Lessee of such failure; (iii) the Lessee is named as a debtor in any voluntary or involuntary bankruptcy proceeding; (iv) substantially all of the Lessee's assets are placed in receivership or are subjected to attachment or other judiciary seizure; (v) the Lessee makes or suffers a general assignment for the benefit of creditors; (vi) the Lessee vacates or abandons the Premises; or (vii) the Lessee breaches any other provision of this Lease.

6.2. Lessor's Remedies. In the event of Lessee's default hereunder, the Lessor shall have available the remedies set forth in this Section 6.2. Except as expressly, otherwise, provided in this Lease, and to the extent permitted by law, the Lessor's remedies shall be cumulative and not alternative remedies.

6.2.1. Legal and Equitable Remedies. The Lessor shall have all remedies available at law or in equity.

6.2.2. Advances. In the event of any breach of this Lease by the Lessee, the Lessor may remedy such breach for the account of and at the expense of the Lessee. If the Lessor at any time, by reason of such breach, is compelled to pay, or elects to pay, any sum of money or perform any act, which will require the payment of any sum of money, or is compelled to incur any expense, including reasonable attorneys' fees, in instituting or processing any action or proceeding to enforce the Lessor's rights under this Lease, the sum or sums so paid by the Lessor, with interest from the date of payment, shall be deemed to be additional rental and shall be due from the Lessee to the Lessor on the first day of the month following such payment.

6.2.3. Definition of Rent. For purposes of this Section 6, the term "rent" shall include any annual rent, base rent, additional rent or other existing or future amounts payable by the Lessee to the Lessor under this Lease if default had not occurred.

6.3. Lessor's Default. The Lessor shall be in default under this Lease if the Lessor fails to perform or observe any covenant, agreement or condition, which the Lessor is required to perform or observe and such failure is not cured within thirty (30) days after delivery of written notice to the Lessor of such failure.

6.4. Lessee's Remedies. In the event of the Lessor's default hereunder, the Lessee shall have all remedies available at law or in equity; provided, however, the Lessee hereby expressly waives any right to abatement or withholding of rent or other amounts payable to the Lessor under this Lease.

7. Termination of Lease.

7.1. Events of Termination. The Lease shall terminate upon the occurrence of one or more of the following events: (i) by written agreement between the Lessor and Lessee; (ii) by the Lessor pursuant to this Lease; (iii) by the Lessee pursuant to this Lease; (iv) upon lapse of the Term of the Lease; or (v) by reason of Sections 8.6 or 8.7 relating to condemnation or destruction of the Premises.

7.2. Surrender of Possession. Upon termination of this Lease, the Lessee shall immediately surrender possession of the Premises to the Lessor. If the Lessee does not surrender possession immediately, the Lessor may re-enter and repossess the Premises and remove all persons or property using such force as may be necessary without being deemed guilty of, or liable for, any trespass, forcible entry, detainer or damage to persons or property.

7.3. Condition of Premises Upon Termination or Abandonment. The Lessee, upon termination or abandonment of this Lease or termination of the Lessee's right of possession, covenants and agrees as follows:

7.3.1. Removal of Property. The Lessee shall not remove any alterations, improvements or additions made to the Premises by the Lessee or others without the prior written consent of the Lessor, which consent may be withheld for any reason or for no reason. The Lessee shall immediately remove, in a good and workmanlike manner, all personal property of the Lessee, and such alterations, improvements and additions made to the Premises by the Lessee during the Term as the Lessor may request in writing to be removed. All damage occasioned by such removal shall be promptly repaired by the Lessee in a good and workmanlike manner. If the Lessee fails to remove any such property, the Lessor may accept the title to such property without credit or compensation to the Lessee or remove and store such property for a period not to exceed one year, at the Lessee's expense, in any reasonable manner that the Lessor may choose.

7.3.2. Restoration of the Premises. The Lessee shall restore the Premises to the condition existing on the Commencement Date, with the exception of ordinary wear and tear, and alterations, improvements and additions which the Lessor has not directed the Lessee in writing to remove.

7.4. Holding Over. If the Lessee fails to deliver actual possession of the Premises to the Lessor upon termination of this Lease, the Lessor shall have all remedies available at law or in equity to a lessor of commercial real property in the State of Arizona, together with the following remedies: (i) The Lessor may recover damages from the Lessee in an amount equal to (a) double the annual rental payment applicable immediately prior to termination for each full or partial year that the Lessee fails to deliver actual possession of the Premises to the Lessor; or (ii) the Lessor may accept the Lessee's failure to deliver actual possession of the Premises to the Lessor as an irrevocable offer to renew this Lease for a period of one (1) additional year.

## 8. General Provisions.

8.1. Notices. All notices or other communications under this Lease shall be in writing and shall be deemed to be delivered on the date of delivery if delivered in person or on the date of receipt

indicated on the return receipt if delivered by U.S. Mail, certified or registered, return receipt requested, postage prepaid and addressed as follows:

**Lessor:**

City Clerk  
City of Flagstaff  
211 W. Aspen Avenue  
Flagstaff, Arizona 86001

**Lessee:**

Matt Ryan, Chair  
Northern Arizona Intergovernmental  
Transportation Authority  
2300 South Huffer Lane  
Flagstaff, Arizona 86001

Or to such other address as a party may provide to the other by written notice.

8.2. Successors and Assigns. This Lease shall inure to the benefit of and be binding upon the successors and permitted assigns of the Lessor and the Lessee.

8.3. Assignment and Subletting.

8.3.1. Prohibition Without Written Consent. The Lessee shall not, without the prior written consent of the Lessor, (i) assign this Lease or any interest therein; (ii) permit or suffer any assignment of this Lease by operation of law; (iii) sublet all or any portion of the Premises; or (iv) permit the use of the Premises by any party other than the Lessee and its officers and employees.

8.3.2. Standards for Consent. The Lessor's consent to any proposed assignment or subletting may be withheld for any reason or no reason unless the credit history, financial strength and business reputation of the subtenant or assignee are acceptable to the Lessor; and the proposed uses of the Premises by the subtenant or assignee are acceptable to the Lessor.

8.3.3. No Release of Lessee. No assignment or subletting shall release the Lessee from any of the obligations set forth in this Lease.

8.4. Nonwaiver of Remedies. A waiver of any condition expressed in this Lease shall not be implied by any failure of the Lessor or Lessee to enforce any remedy available by reason of the failure to observe or perform such condition. A waiver by the Lessor or the Lessee shall not affect any condition other than the one specified in such waiver, and a waiver shall waive a special condition only for the time and in the manner specifically stated in the waiver. The acceptance by the Lessor of any rent or other money from the Lessee, after termination of the Lessee's right of possession, after the occurrence of a default by the Lessee or after institution of any remedy by the Lessor shall not alter, diminish, affect or waive such lease termination, termination of possession, default or remedy.

8.5. Rights Cumulative. Except as expressly provided in this Lease, and to the extent permitted by law, the Lessor's or Lessee's remedies described in this Lease are cumulative and not alternative remedies.

## 8.6. Fire and Casualty.

8.6.1. Termination or Repair. If all or a portion of the Premises are damaged or destroyed by fire or other casualty, the Lessor shall deliver to the Lessee written notice thereof within thirty (30) days of such damage or destruction stating whether the construction work for repairing or rebuilding the damaged or destroyed portion of the Premises to the same condition as existed immediately prior to such damage can be completed within one hundred eighty (180) days of such damage or destruction. In the event that any part of the Premises is damaged by fire or other casualty, the Lessor shall have no obligation to expend more in repairing, restoring or rebuilding than the proceeds of insurance available for such purposes after any amount required to be paid to any mortgagee of the Lessor has been paid. If, in the Lessor's opinion, the permit and construction work for repairing and rebuilding the damaged or destroyed portion of the Premises can be completed within such period with the available insurance proceeds, the Lessor shall promptly proceed to repair or rebuild the damaged or destroyed portion of the Premises. If, in the Lessor's opinion, the permit and construction work for repairing and rebuilding the damaged or destroyed portion of the Premises cannot be completed within such period with the available insurance proceeds, either the Lessor or the Lessee may terminate this Lease upon thirty (30) days' written notice to the other party.

8.6.2. Abatement of Apportionment of Rent. If the Lease is not terminated and if the damage or destruction to the Premises is not caused by the act or failure to act of the Lessee, its officers, employees, agents, guests or invitees, then a just portion of the rent shall abate as of the date of the damage or destruction until the Premises are repaired or rebuilt. If the Lease is terminated, the rent shall be apportioned as of the date of the damage or destruction.

8.6.3. Alterations, Improvements and Additions. With respect to any damage or destruction of alterations, improvements or additions made to the Premises by the Lessee or the occupants of the Premises, (i) this Section 8.6 shall be inapplicable; (ii) no abatement of rent shall occur and (iii) the Lessor shall not be obligated to repair or rebuild such alterations, improvements or additions.

8.7. Condemnation. If all of the Premises are taken or condemned by any authority for any use or purpose, this Lease shall terminate upon, and the rent shall be apportioned as of the date when actual possession of the Premises is required for such use or purpose. If less than all of the Premises are taken or condemned by any authority for any use or purpose, then (i) the Lessor may terminate this Lease upon thirty (30) days' written notice thereof, or (ii) the Lessor may continue the Lease and a just portion of the rent will abate as of the date when actual possession of such portion of the Premises is required for such use or purpose. The Lessor reserves all rights to damages to the Premises for any taking or condemnation of all or any portion of the Premises, provided that the taking authority is an entity other than the Lessor. The Lessee hereby assigns to the Lessor any right that the Lessee may have to such award or damages. The Lessee shall have the right to claim and recover from the condemning authority compensation for any loss for moving expenses and for interruption of or damage to the Lessee's business only if such award or

damages are awarded separately and not as part of the award or damages recoverable by the Lessor.

8.8. Effect of Lessor's Insurance on Lessee's Obligations. From time to time and without obligation to do so, the Lessor may purchase insurance against damage or liability arising out of or related to the Premises. The purchase or failure to purchase such insurance shall not release or waive the obligations of the Lessee set forth in this Lease. The Lessee waives all claims on insurance purchased by the Lessor.

8.9. Attorneys' Fees and Costs. If either party brings an action to enforce the terms of this Lease or declare rights hereunder, the prevailing party in such action, at trial or on appeal, shall be entitled to its reasonable attorneys' fees and costs as may be determined by the court.

8.10. Governing Law, Jurisdiction and Forum. This Lease shall be construed and interpreted in accordance with the laws of the State of Arizona. The parties agree that the courts of Arizona shall have exclusive jurisdiction and that Coconino County shall be the proper venue.

8.11. Estoppel Certificate. The Lessee agrees that, from time to time upon not less than ten (10) days' prior written request by the Lessor, the Lessee will deliver to the Lessor a statement in writing certifying (i) that the Lease is unmodified and in full force and effect (or that the Lease as modified is in full force and effect, describing the modifications), (ii) that the rents and other charges have been paid to date without any prepayments or defaults (or if any prepayments or defaults, the nature of such prepayments or defaults) and (iii) that the Lessor is not in default under any provision of this Lease (or, if in default, the nature of the default). The certificate may be relied on by a mortgagee, assignee of a mortgage or a purchaser of the Lessor's interest in the Premises. If the Lessee shall fail to respond within ten (10) days of receipt by the Lessee of a written request from the Lessor as herein provided, the Lessee shall be deemed to have given such certificate as provided above without modification.

8.12. Relationship of the Parties. Nothing contained in this Lease shall be construed as creating the relationship of principal or agent or of partnership or joint venture. Neither the method of computation of rent nor any other provision of this Lease, nor any act of the parties, shall be deemed to create any relationship other than that of landlord or tenant.

8.13. Effect of Conveyance. If, during the term of this Lease, the Lessor should sell its interest in the Premises, then from and after the effective date of such sale, the Lessor shall be released and discharged from any and all further obligations and responsibilities under this Lease (except those already accrued) upon written assumption by the buyer of the Lessor's liabilities under this Lease.

8.14. Time of the Essence. Time is of the essence with respect to the obligations to be performed under this Lease.

8.15. Severability. The invalidity of any portion of this Lease, as determined by a court of competent jurisdiction, shall not affect the validity of any other portion of this Lease.

8.16. Cancellation Notice. The Lessee acknowledges that the Lessor is an Arizona municipal corporation and a political subdivision of the State of Arizona, and, as such, is required by Arizona Revised Statutes Section 38-511 to include notice in this Lease that this Lease is subject to cancellation under said statute if any person significantly involved in initiating, negotiating, securing, drafting or creating this Lease on behalf of the City is at any time while the Lease is in effect an employee or agent or consultant of the Lessee with respect to the subject matter of this Lease. (See A.R.S. Section 38-511 for further details.)

8.17. Entire Agreement. The parties acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except as expressed herein, and that this Lease and any exhibits thereto constitute the parties' entire agreement with respect to the matters addressed herein. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are hereby superseded and merged in this Lease, except as provided in Section 1 of this Lease. This Lease may be modified or amended only by written agreement signed by or for the party against whom enforcement of any such change is sought by duly authorized representatives of the parties.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Lease effective the date first set forth above.

**Lessor**



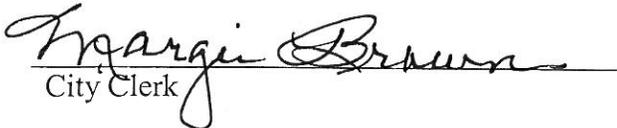
By: Sara Presler, Mayor

**Lessee**



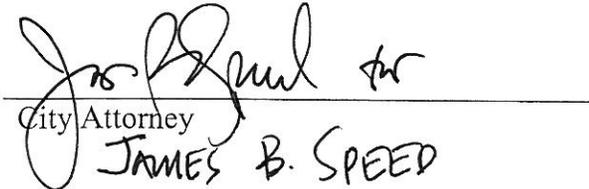
By: Matt Ryan, Chair  
Northern Arizona Intergovernmental  
Transportation Authority

Attest:



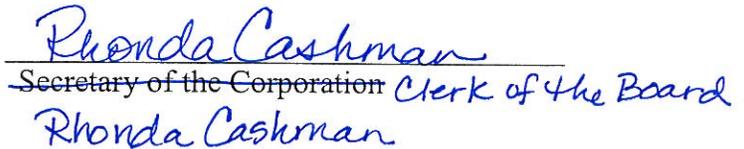
Margie Braun  
City Clerk

Approved as to form:



City Attorney  
JAMES B. SPEED

Attest:



Rhonda Cashman  
~~Secretary of the Corporation~~ Clerk of the Board  
Rhonda Cashman

EXTENSION OF COMMERCIAL LEASE

The City of Flagstaff, an Arizona municipal corporation (“Lessor”) and the Northern Arizona Intergovernmental Public Transportation Authority, a corporate body and political subdivision of the State of Arizona (“NAIPTA” or “Lessee”) hereby agree as follows:

1. That Commercial Lease entered into the 12<sup>th</sup> day of December 2011 for the property at 216 W. Phoenix, is hereby extended for an additional five (5) year term upon the same terms and conditions, commencing December 11, 2016 and continuing through December 11, 2021;
2. The contact information for NAIPTA shall be updated as noted in the letter attached hereto.

LESSOR CITY

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Mayor

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Attest by City Clerk

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Approved as to form by City Attorney's Office

LESSEE NAIPTA

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Chair

---

Clerk of the Board

Attachment: Letter dated October 3, 2016

**CITY OF FLAGSTAFF**  
**STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Thomas Bolyen, Water Production Manager  
**Co-Submitter:** Eileen Brown  
**Date:** 10/25/2016  
**Meeting Date:** 11/15/2016



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**TITLE:**

**Consideration and Approval of Sole Source Purchase:** Thatcher B-41 Coagulant Chemical Purchase. (Purchase of chemical for water treatment at Lake Mary Water Treatment Plant).

**RECOMMENDED ACTION:**

Approve entering into 2 year contract with Thatcher Company of Arizona, Inc. of Salt Lake City, Utah for proprietary B-41 Coagulant to be purchased at a unit price of \$0.339 per pound.

**Executive Summary:**

Chemicals represent a large investment in the effective operation of the Utilities Division's treatment plants. The Utilities Division uses coagulants to remove impurities from the Upper Lake Mary watershed in its production of potable drinking water. These chemicals are critical to the treatment of water in order to comply with water quality regulations and ensure the public's safety. In recent years the chemistry of the Upper Lake Mary raw water has changed and the alkalinity has dropped. Our traditional method of aluminum sulfate treatment has been compromised by this continuous change in the natural change of the water chemistry. This alternative coagulant has been tested and is the best treatment for Upper Lake Mary water.

**Financial Impact:**

This 2 year contract is budgeted for in 202-08-301-1011-0-4362. The Water Production Section anticipates an annual operational savings of \$40,000 by converting to this new treatment coagulant. Additionally, there should be a 40% reduction in the sludge by-product that will save on disposal costs.

**Policy Impact:**

None

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

**COUNCIL GOALS:**

- 2) Ensure Flagstaff has a long-term water supply for current and future needs
- 3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics;

**Additionally support the REGIONAL PLAN:**

Chapter VI, WR.2.1, Develop and adopt an integrated water master plan that addresses water resources, water production and its distribution, wastewater collection and its treatment, and reclaimed water

treatment and its distribution. Chapter VI, Policy WR.2.2, maintain and develop facilities to provide reliable, safe, and cost-effective water, wastewater and reclaimed water services

**Has There Been Previous Council Decision on This:**

No, but the City has contracts for many other essential bulk chemicals for the treatment plants.

**Options and Alternatives:**

- 1) Award the sole source purchase of the proprietary coagulant provided by Thatcher.
- 2) Do not award the sole source purchase and continue treatment based on Aluminum Sulfate as a primary coagulant.

**Background/History:**

Chemicals represent a large investment in the effective operation of the Utilities Division's treatment plants. Utilities use the following chemicals for these specific purposes:

- Chlorine is needed for disinfection of surface water, ground water, and wastewater.
- Aluminum sulfate and cationic polymer are necessary for removal of suspended impurities in water supplies.
- Caustic soda is used to balance the pH of waters for efficient treatment and appropriate discharge.

This alternative treatment chemical of B-41 coagulant will replace our use of Aluminum Sulfate while at the same time reduce our use of caustic soda and cationic polymer. As we realize the effective reduction of total organic carbon, we are able to minimize the formation of the Disinfection By-Products when chlorine is used in the final potable water which benefits the distribution system.

The Water Production section of the Utilities Division reviewed current practices and found an opportunity to increase treatment effectiveness. We invited national manufacturers to provide us with new and alternative solutions to aluminum sulfate coagulant treatment with the primary objective to be: increased total organic carbon (TOC) reduction at the best possible price point. Univar, Chemtrade, Sterling Water, and Thatcher Company all provided multiple proprietary performance products that they determined would meet our criteria. These products as protected trade secrets were evaluated both on effectiveness, unit price, and required treatment concentrations. We ran each product through bench top laboratory analysis and those that showed positive results were then tested full scale in the Lake Mary Treatment Plant for up to 3 days each; results were confirmed and TOC removals documented. The product that best meets our needs at the Lake Mary Water Treatment Plant is the Thatcher B-41 product and due to the makeup of this chemical being proprietary, a sole source purchase is necessary.

**Key Considerations:**

By establishing contract pricing and defining delivery requirements, the City receives a quality, consistent, product that meets the needs for the Lake Mary Treatment Plant at an established unit price. By not awarding the sole source purchase and continuing treatment based on Aluminum Sulfate, it will be less effective and more costly as well as hinder compliance with State Law and Federal water quality.

The following known water chemical manufacturers (Univar, Chemtrade, Sterling Water, and Thatcher Company) were contacted and all provided multiple proprietary performance products that they determined would meet our criteria. These products as protected trade secrets were evaluated both on effectiveness, unit price, and required treatment concentrations. We ran each product through bench top laboratory analysis and those that showed positive results were then tested full scale in the Lake Mary Treatment Plant for up to 3 days each; results were confirmed and Total Organic Carbon (TOC) removals documented. Based on the extensive testing and analysis conducted, the product that best meets our needs at the Lake Mary Water Treatment Plant is the Thatcher B-41 product and due to the makeup of this chemical being proprietary, we have determined this B-41 Coagulant product to be a sole source

purchase through Thatcher.

**Expanded Financial Considerations:**

The Utilities Division annually budgets for the purchase of these chemicals within the following operational section: Lake Mary Water Treatment Plant (202-08-301-1011-0-4362) is \$208,200.

**Community Benefits and Considerations:**

Maintaining water quality standards is a prime benefit to the community.

**Community Involvement:**

The Water Commission supports and reviews the Utilities Department operations of the water section.

**Expanded Options and Alternatives:**

Choose not to enter into contract and purchase chemicals as needed at market price making planning and budgeting uncertain and difficult.

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**Attachments:**     [Thatcher Contract](#)  
                          [Sole Source Code](#)  
                          [Sole Source Justification](#)

## CONTRACT FOR PURCHASE OF MATERIALS

Contract No. 2017-37

This Contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Thatcher Company of Arizona, an Arizona corporation, with office location at 6321 South Rainbow Road, Buckeye, Arizona ("Contractor").

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

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

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

### **T-Floc B-41 Coagulant**

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

2. Compensation: In consideration for the Contractor's satisfactory performance, City shall pay Contractor the compensation described in Exhibit A. Any price adjustment must be approved in writing and approved by the parties. The City Manager or his designee (the Purchasing Director) may approve an adjustment if the Contract price is less than \$50,000; otherwise City Council approval is required.
3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as Exhibit B are hereby incorporated in this Contractor by reference and shall apply to performance of this Contract, except to the extent modified in Exhibit A.
4. Insurance: Contractor shall meet insurance requirements of the City, set forth in Exhibit C. [OPTION: If no insurance required, replace sentence and type "Reserved.]"
5. Contract Term: The Contract term is for a period of two (2) years, commencing on \_\_\_\_\_, 20\_\_\_\_ and continuing through \_\_\_\_\_, 20\_\_\_\_.
6. Renewal: This Contract may be renewed or extended: for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.
7. Notice. Any formal notice required under this Contract shall be in writing and sent by certified mail and email as follows:

#### To the City:

Eileen Brown, CPP  
Senior Procurement Specialist  
City of Flagstaff  
211 W. Aspen  
Flagstaff, Arizona 86001

#### To Contractor:

Craig Thatcher  
President  
6321 South Rainbow Road  
Buckeye, Arizona

embrown@flagstaffaz.gov

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

THATCHER COMPANY

\_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF FLAGSTAFF

\_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_

City Clerk

Approved as to form:

\_\_\_\_\_

City Attorney's Office

Notice to Proceed issued: \_\_\_\_\_, 20\_\_

**EXHIBIT A**

**THATCHER COMPANY**

1905 Fortune Road, Salt Lake City, UT 84104

Phone (801) 972-4587

Fax (801) 972-4606



October 27, 2016

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FLAGSTAFF CITY, CITY of  
Thomas Bolyen  
Water Production Manager  
Flagstaff, AZ 86005 81648  
[tbolyen@flagstaffaz.gov](mailto:tbolyen@flagstaffaz.gov)

Dear Thomas,

Please find below your current price schedule for T-Floc B41 from Thatcher Company. If you have any questions, feel free to contact me any time at the number listed below. Thank you for your business.

Sincerely,

Jeff Zidek  
Account Manager  
Email: [jeffzt@tchem.com](mailto:jeffzt@tchem.com)  
Phone: (801) 972-4587  
Fax: (801) 972-4606

Product Description	Product Code	Packaging	Min. Qty.	Price
T-Floc B41	2802410	Bulk	46,000 lbs	\$0.339/lb

Notes Listed Here

Terms: Net 30 days from date of shipment.  
Freight Terms: FOB Flagstaff, AZ

Pricing is effective through December 31, 2018

However, with justification; CHANGE OF PRICE AND TERMS: Except as specified herein Seller may adjust the price, or revise the transportation terms, terms of payment, or minimum requirement per shipment at any time providing Seller gives Buyer not less than fifteen days prior written notice before the date the change takes effect. Buyer's failure to object to the change in writing received by Seller prior to the effective date of the change shall be considered acceptance of such adjustment. If Buyer shall give Seller written notice of objection to any such price adjustment prior to the effective date thereof, Seller may elect to continue to supply Buyer at the last prevailing contract price, or if Seller is unwilling to do so, then Seller shall be released from its obligation to make and Buyer from its obligation to take shipments until such time as the parties shall agree upon a contract price or until the last prevailing contract price is reestablished by Seller.

Please confirm your prices when placing your order.

**EXHIBIT B  
STANDARD TERMS AND CONDITIONS**

**CITY OF FLAGSTAFF  
STANDARD TERMS AND CONDITIONS**

**IN GENERAL**

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

**MATERIALS**

6. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.
7. **QUALITY:** Contractor warrants that all materials supplied under this Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials, and will be safe and appropriate for use as normally used. City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.
8. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.
9. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to City upon City's acceptance of the materials.
10. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

11. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery, and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.
12. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.
13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor and may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute shall deliver conforming materials, or services, in each installment or lot of the contract a breach of the contract as a whole.
14. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
15. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens other than the security interest held by Contractor until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.
16. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

## **PAYMENT**

17. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number, and dates when goods were shipped or work performed. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.
18. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.
19. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

20. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
21. **FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by City.
22. **DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by City.
23. **AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to City or fees and charges owed to City under this Contract.
24. **OFAC:** No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

## **SERVICES**

25. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.
26. **CONTROL:** Contractor shall be responsible for the control of the work.
27. **WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.
28. **SAFEGUARDING PROPERTY:** Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.
29. **QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.
30. **ACCEPTANCE:** If work is rejected by the City due to noncompliance with the Contract, The City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.
31. **WARRANTY:** Contractor warrants all work for a period of one (1) year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one-year warranty is in addition to, and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

## **INSPECTION, RECORDS, ADMINISTRATION**

32. **RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.
33. **RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
34. **PUBLIC RECORDS:** This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as “confidential”, the City will endeavor to notify Contractor prior to release of such information.
35. **CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City’s Contract Administration Process. Contractor will be closely monitored for contract compliance and will be required to promptly correct any deficiencies.

## **INDEMNIFICATION, INSURANCE**

36. **GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney’s fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract. This indemnification clause shall not apply, if a different indemnification clause is included in the City’s Specific Terms and Conditions.
37. **INSURANCE:** Contractor shall maintain all insurance coverage required by the City, including public liability and worker’s compensation.
38. **INTELLECTUAL PROPERTY INDEMNIFICATION:** Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract. Contractor shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses, losses, royalties, profits and damages, attorneys fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the Contract.

## **CONTRACT CHANGES**

39. **PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
40. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the parties.

41. **AMENDMENTS:** This Contract may be amended by written agreement of the parties.
42. **SEVERABILITY:** If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.
43. **NO WAIVER:** Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
44. **ASSIGNMENT:** This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.
45. **BINDING EFFECT:** This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

#### **EMPLOYEES AND SUBCONTRACTORS**

46. **SUBCONTRACTING:** Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.
47. **NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition any Contractor located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02 Civil Rights which also prohibits discrimination based on sexual orientation, or gender identity or expression.
48. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Contract.
49. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all State and Federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The

City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

## **DEFAULT AND TERMINATION**

- 50. TERMINATION FOR DEFAULT:** Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition Contract remedies provided for herein.
- 51. CITY REMEDIES:** In the event of Contractor's default, City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.
- 52. CONTRACTOR REMEDIES:** In the event of City's default, Contractor may pursue all remedies available at law, except as provided for herein.
- 53. SPECIAL DAMAGES:** In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- 54. TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
- 55. TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If this Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by City before the effective date of termination.
- 56. TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate this Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

- 57. PAYMENT UPON TERMINATION:** Upon termination of this Contract, City will pay Contractor for satisfactory performance up until the effective date of termination. City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.
- 58. CANCELLATION FOR GRATUITIES:** The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.
- 59. CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511):** The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

### **MISCELLANEOUS**

- 60. ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with City, without the prior written consent of the City.
- 61. NOTICES:** All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract, or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent. Notice may be sent by email as a secondary form of notice.
- 62. THIRD PARTY BENEFICIARIES:** This Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.
- 63. GOVERNING LAW:** This Contract shall be construed in accordance with the laws of Arizona.
- 64. FORUM:** In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
- 65. ATTORNEYS FEES:** If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys fees, costs, professional fees and expenses.

**EXHIBIT C  
INSURANCE**

**INSURANCE**

1. In General. Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with this Contract by the Contractor, its agents, representatives, employees or contractors.
2. Requirement to Procure and Maintain. Each insurance policy required by this Contract shall be in effect at, or before, commencement of work under this Contract and shall remain in effect until all Contractor's obligations under this Contract have been met, including any warranty periods. The Contractor's failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal will be considered a material breach of this Contract.
3. Minimum Scope and Limits of Insurance. The following insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City does not represent or warrant that the minimum limits set forth in this Contract are sufficient to protect the Contractor from liabilities that might arise out of this Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

Contractor shall provide coverage at least as broad and with limits not less than those stated below.

a. Commercial General Liability - Occurrence Form

General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Each Occurrence	\$1,000,000

b. Umbrella Coverage \$2,000,000

c. Automobile Liability –  
Any Automobile or Owned, Hired  
and Non-owned Vehicles  
Combined Single Limit Per Accident  
for Bodily Injury & Property Damage \$1,000,000

d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$500,000
Disease - Each Employee	\$500,000
Disease - Policy Limit	\$500,000

[OPTION: e. Professional Liability \$2,000,000]

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

Contractor to secure payment of such self insured retention by a surety bond or irrevocable and unconditional letter of credit.

5. Other Insurance Requirements. The policies shall contain, or be endorsed to contain, the following provisions:
  - a. Additional Insured. In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents and employees shall be named and endorsed as additional insureds with respect to liability arising out of this Contract and activities performed by or on behalf of the Contractor, including products and completed operations of the Contractor, and automobiles owned, leased, hired or borrowed by the Contractor.
  - b. Broad Form. The Contractor's insurance shall contain broad form contractual liability coverage.
  - c. Primary Insurance. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents and employees, shall be in excess of the coverage of the Contractor's insurance and shall not contribute to it.
  - d. Each Insured. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - e. Not Limited. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
  - f. Waiver of Subrogation. The policies shall contain a waiver of subrogation against the City, its officers, officials, agents and employees for losses arising from work performed by Contractor for the City.
6. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Buyer listed in the original Solicitation and shall reference the Contract Number:

Attention: Eileen Brown, Senior Procurement Specialist  
Contract No. 2017-37  
Purchasing Department  
City of Flagstaff,  
211 W. Aspen Avenue  
Flagstaff, Arizona 86001.
7. Acceptability of Insurers. Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A : VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
8. Certificates of Insurance. The Contractor shall furnish the City with certificates of insurance (ACORD form) as required by this Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City project/contract number and project description shall be noted on the certificates of

insurance. The City must receive and approve all certificates of insurance and endorsements before the Contractor commences work.

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



**City of Flagstaff  
Management Services Division  
Purchasing Section**

The Purchasing Section has researched and reviewed sole source justification and we are recommending a “Sole Source” procurement under **Article 18 “Sole Source”** of the City’s Procurement Code Manual as follows:

***A contract may be awarded for a material, service or construction item without competition if the director determines in writing that there is only one source for the required material, service or construction item. The director may require the submission of cost or pricing data in connection with an award under this section. Sole source procurement shall be avoided, except when no reasonable alternative sources exist. A written determination of the basis for the sole source procurement shall be included in the contract file.***

***The Purchasing Agent shall negotiate with the sole source Bidder or Proposer, to the extent practicable, a contract advantageous to the City. Sole Source purchases authorized by the Purchasing Agent, which exceed the formal procurement limit, shall be awarded pursuant to Article 26, “Award of Contract”.***

***Sole Source, Evidence Request***

***A. Sole Source procurement shall not be used unless there is clear and convincing evidence that there is only one source as determined by the Purchasing Agent.***

***B. In the event a Department or Division requests a Sole Source procurement, written evidence and report of research to support the request shall be provided to the Purchasing Agent.***

***C. Negotiations involving Sole Source purchases shall not commence until the Purchasing Agent has approved the Sole Source purchase.***

**DUE DILIGENCE CONDUCTED**

The Water Production section of the Utilities Division reviewed current practices and found an opportunity to increase treatment effectiveness. National manufacturers were invited to provide us with new and alternative solutions to aluminum sulfate coagulant treatment with the primary objective to be: increased total organic carbon (TOC) reduction at the best possible price point. Univar, Chemtrade, Sterling Water, and Thatcher Company all provided multiple



**City of Flagstaff  
Management Services Division  
Purchasing Section**

proprietary performance products that they determined would meet our criteria. These products as protected trade secrets, were evaluated both on effectiveness, unit price, and required treatment concentrations. Bench top laboratory analysis was conducted on each product and those that showed positive results were then tested, full scale, in the Lake Mary Treatment Plant for up to 3 days each. The results were confirmed and TOC removals documented. Through this testing and analysis, the product that best meets our needs at the Lake Mary Water Treatment Plant is the Thatcher B-41 product and due to the makeup of this chemical being proprietary, a sole source purchase is necessary to meet established criteria for water treatment effectiveness.

**THATCHER COMPANY OF ARIZONA, INC.**

6321 South Rainbow Road, Buckeye, AZ 85326

Phone (623) 691-6499

Fax (623) 691-6502



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**November 1, 2016**

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FLAGSTAFF CITY, CITY of  
Thomas D Bolyen, CPM  
Water Production Manager  
Flagstaff, AZ 86005

Dear Mr. Bolyen:

T-Floc B-41 is a proprietary coagulant that has been developed by Thatcher Company researchers to assist in improving water treatment processes. We do not know of any other company that offers this particularly unique blend of coagulation chemistries. Thank you for your business.

Cordially,

A handwritten signature in blue ink that reads 'Craig N. Thatcher'. The signature is fluid and cursive.

Craig N. Thatcher  
President

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Ryan Roberts, Utilities Engineering Manager  
**Co-Submitter:** Justin Emerick  
**Date:** 10/21/2016  
**Meeting Date:** 11/15/2016



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**TITLE:**

**Consideration and Approval of Contract:** Rio De Flag Water Reclamation Plant Ultraviolet Disinfection System Replacement Project

**RECOMMENDED ACTION:**

Approve the construction contract with Felix Construction, for the purchase and installation of Ultraviolet Disinfection equipment at the Rio de Flag Water Reclamation Plant, for a total contract amount not to exceed \$1,045,640 and a 240 calendar day contract time; and authorize the City Manager to execute the necessary documents.

**Executive Summary:**

Award of the contract will authorize the replacement of a necessary ultraviolet disinfection system at the Rio de Flag Water Reclamation Plant. This is a necessary maintenance project in order to maintain proper operation of the Water Reclamation Plant and meet regulatory permit requirements. The original equipment has been in service for 23 years and replacement parts are no longer supplied for this system. The new system is more energy efficient, providing increased disinfection while utilizing less power resources. This disinfection system is a critical component of a greater treatment system that provides our community with a high quality reclaimed water product which has found many beneficial uses throughout our community and contributes to the conservation of Flagstaff's natural resources.

The Water Reclamation Plant has a capacity of 4MGD and this new system is capable of meeting the peak demand for disinfection requirements. This new disinfection system utilizes energy efficient design and takes advantage of innovative materials to reduce electrical consumption while providing a greater level of disinfection per kilowatt hour.

**Financial Impact:**

This project is budgeted in Account # 203-08-375-3319-0-4421 (FY2015) in the amount of \$1,400,000 dollars, and budgeted funds have been carried forward into the FY2017. To date \$169,611 have been spent on engineering fees and the access door, leaving \$1,230,389 remaining in project fund balance.

**Policy Impact:**

None

**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

**REGIONAL PLAN:**

WR.4.1. - Logically enhance reclaimed water resources, treatment infrastructure sizing to accommodate planned growth and resource management. This system is sized to accommodate increased demand at the Water Reclamation Plant.

E.I.4. - Promote cost-effective, energy efficient technologies and design in industrial projects. This system takes advantage of new and improved technologies and materials to increase efficiency and power delivery.

E.I.10. - Include energy efficient technologies in construction projects. This project is eligible for APS Energy Savings Credits.

**Has There Been Previous Council Decision on This:**

None

**Options and Alternatives:**

- Approve the award as recommended
- Reject bids and re-advertise the project

**Background/History:**

The City of Flagstaff has two treatment plants for the wastewater generated within the utility service area, Wildcat Hill Waste Water Treatment Plant (Wildcat Hill WWTP) and Rio De Flag Water Reclamation Plant (Rio De Flag WRP). Rio De Flag WRP has a current design treatment capacity of 4.0 MGD and produces Class A+ effluent. Effluent from the plant is discharged to Rio De Flag wash and to the City's reclaimed water distribution system.

The filtered effluent flows by gravity to two channel basins where the Ultra Violet (UV) system equipment is used for disinfection in order to meet Arizona Department of Environmental Quality (ADEQ) regulatory permit level requirements.

This equipment is critical to the Rio De Flag WRP operations. The equipment being purchased will replace an existing 23 year old piece of equipment used in daily operations. The City replacement criterion for this type of equipment at the City is a maximum of 20 years and the equipment being replaced meets that criterion. The equipment being presented to City Council for replacement purchase has been reviewed, evaluated and approved by the HDR Engineering, Utilities Management and maintenance staff

The award of the UV equipment system replacement project includes the following:

- Installation of new UV Disinfection equipment and all associated electrical upgrades.
- Base bid Alternative; under this option the plant will remain online and will remain functional and operating at 1 MGD (partial capacity operations).

On October 3, 2016, Purchasing posted an Invitation for Bids (IFB) solicitation for construction services. The solicitation was also advertised in the local newspaper, Arizona Daily Sun, on October 8 and October 15, 2016. On October 25, 2016 four bids were received and opened in the Purchasing office. After a detailed review of all bids received, Felix Construction's bid was deemed to be the lowest responsive and responsible bid. Bids received are as follows:

<u>Bidder</u>	<u>Base Bid</u>	<u>ADD Alternative</u>	<u>Total</u>
Felix Construction	\$ 987,618.00	\$ 58,022.00	\$1,045,640.00
Schofield Civil Construction	\$1,035,000.00	\$ 13,000.00	\$1,048,000.00
Hunter Construction	\$1,292,000.00	\$ 78,000.00	\$1,370,000.00
Currier Construction	\$1,319,800.00	\$113,000.00	\$1,432,800.00

**Key Considerations:**

This project is required in order to maintain our regulatory compliance with the Arizona Department of Environmental Quality(state) and meet existing permit requirements.

The existing Rio De Flag UV System Equipment has been in operation since 1993 and is at the end of it's useful life. Replacement parts and light bulbs are no longer available. A well functioning UV System is vital to the successful operation of a plant .

**Expanded Financial Considerations:**

The Rio De Flag WRP UV System replacement project was approved and funded by Council in the FY 2017 budget.

**Community Benefits and Considerations:**

Maintaining reclaimed water quality standards is a prime benefit to the community and existing reclaimed water customers.

**Community Involvement:**

Inform.

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**Attachments:**     Construction Contract

# CONSTRUCTION CONTRACT

**City of Flagstaff, Arizona  
and  
Felix Construction Company**

This Construction Contract ("Contract") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2016, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona ("Owner") and Felix Construction Company, an Arizona corporation ("Contractor") with offices at 1326 W. Industrial Drive, Coolidge, Arizona. Contractor and the Owner may be referred to each individually as a "Party" and collectively as the "Parties."

## RECITALS

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

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

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

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

**2. Contract; Ownership of Work.** Contractor shall furnish and deliver all of the materials and perform all of the work in accordance with this Contract; Construction Plans; Special Provisions; the City of Flagstaff Engineering Design and Construction Standards and

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

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

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

2.1.2 Special Provisions Exhibit B

**3. Payments.** In consideration of the faithful performance of the work described in this Contract, the Owner shall pay an amount not to exceed **\$1,045,640.00** to the Contractor for work and materials provided in accordance with the bid schedule, which amount includes all federal, state, and local taxes, as applicable. This amount shall be payable through monthly progress payments, subject to the following conditions:

3.1 Contractor shall promptly submit to the Owner all proper invoices necessary for the determination of the prices of labor and materials;

3.2 Progress payments shall be made in the amount of ninety percent (90%) of the value of labor and materials incorporated in the work, based on the sum of the Contract prices of labor and material, and of materials stored at the worksite, on the basis of substantiating paid invoices, as estimated by the Owner, less the aggregate of all previous payments, until the work performed under this Contract is fifty percent (50%) complete. When and after such work is fifty (50%) complete, the ten percent (10%) of value previously retained may be reduced to five percent (5%) of value completed if Contractor is making satisfactory progress as determined by the Owner, and providing that there is no specific cause or claim requiring a greater amount to be retained. If at any time the Owner determines that satisfactory progress is not being made, the ten percent (10%) retention shall be reinstated for all subsequent progress payments made under this Contract;

3.3 The City Engineer shall have the right to finally determine the amount due to Contractor;

3.4 Monthly progress payments shall be made by the Owner, on or before fourteen (14) calendar days after the receipt by the Owner of an approved estimate of the work completed;

3.5 Contractor agrees that title to materials incorporated in the work, and stored at the site, shall vest with the Owner upon receipt of the corresponding progress payment;

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

**4. Time of Completion.** Contractor agrees to complete all work as described in this Contract within **two hundred forty (240) calendar days** from the date of the Owner's Notice to Proceed free of all liens, claims and demands of any kind for materials, equipment, supplies, services, labor, taxes and damages to property or persons, in the manner and under the conditions specified within the time or times specified in this Contract.

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

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

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

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

**9. Labor Demonstration.** It is understood that the work covered by this Contract is for the Owner's business purposes and that any unfavorable publicity or demonstrations in connection with

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

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

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

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

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

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

**If to Owner:**

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

**If to Contractor:**

Zach Foster  
Project Manager  
1326 W. Industrial Dr.  
Coolidge, AZ 85128

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Owner, City of Flagstaff**

**Felix Construction Company**

\_\_\_\_\_  
Josh Copley, City Manager

\_\_\_\_\_  
Signature

Attest:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Title

Approved as to form:

\_\_\_\_\_  
City Attorney

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Don Jacobson, Court Administrator  
**Co-Submitter:** Jessica Cortes  
**Date:** 10/25/2016  
**Meeting Date:** 11/15/2016



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**TITLE:**

**Consideration and Approval of Intergovernmental Agreement:** Intergovernmental Agreement between the City of Flagstaff and Coconino County for the Criminal Justice Integration System.

**RECOMMENDED ACTION:**

Approve the Intergovernmental Agreement between the City of Flagstaff and Coconino County for the Criminal Justice Integration System.

**Executive Summary:**

The Criminal Justice Integration System (CJIS) is a joint effort on the part of the City of Flagstaff and Coconino County that involves numerous departments including the Flagstaff Police Department, Coconino County Sheriff's Office, County IT Department, the Administrative Office of the Courts, Coconino County Attorney, Flagstaff City Attorney, Flagstaff Municipal Court, Flagstaff Justice Court, Department of Public Safety, Coconino County Superior Court and the Clerk of the Superior Court. The System is a jointly created middleware that allows the various computer systems of these criminal justice entities to share data and information in an appropriate electronic format across the different platforms that each entity uses. Electronic filings of citations and electronic reporting of dispositions are the type of information shared across the middleware.

The original IGA that established this System was approved in 2005 and expired last year. During the past year we have been working with our justice system partners to move the support and development of the CJIS into a contract with a provider who is better able to manage the system as a whole. That contract agreement has been reached and services will be managed through the contract between Pragmatica and Coconino County. For us to continue to participate in the CJIS and move forward with data sharing between the various entities we are requesting approval of this IGA between the City and County. Funding for the CJIS and this IGA has been included in the budget of the Flagstaff Municipal Court since 2005 and is part of our approved budget in FY 17.

A copy of the agreement will be attached to the Final Agenda.

**Financial Impact:**

Funding for this IGA is provided for in the Court's FY 17 approved budget. Total cost of the IGA for this year is \$43,559.50. \$43,200 is budgeted in account 001-01-016-0062-1-4290 and the remaining \$359.50 will be from account 001-01-016-0060-1-4290. \$3,200 of these funds is to be provided through Judicial Collections Enforcement Funds (JCEF).

**Policy Impact:**

The ability to share data electronically between criminal justice entities reduces duplication and the number of errors experienced in data entry. It speeds information sharing and saves on personnel costs as well as improving efficiencies. This improves governance of our systems and improves communication between government entities and the public by having accurate and timely information readily available.

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

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:**

The City Council approved the original IGA for the CJIS on September 6, 2005. Funding on an annual basis has been provided in each fiscal year since that date.

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**Attachments:**

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Tiffany Antol, Planning Development Manager  
**Date:** 10/24/2016  
**Meeting Date:** 11/15/2016



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**TITLE:**

**Consideration and Possible Adoption of Resolution No. 2016-35:** A resolution authorizing the execution of a Development Agreement between VP 66 & Woody Mountain, LLC and the City of Flagstaff related to the development of approximately 197.58 acres of real property generally located at 3425 West Route 66. (*Timber Sky Development Agreement*)

**RECOMMENDED ACTION:**

- 1) Read Resolution No. 2016-35 by title only
- 2) City Clerk reads Resolution No. 2016-35 by title only (if approved above)
- 3) Adopt Resolution No. 2016-35

**Executive Summary:**

State law allows the City to enter into development agreements by resolution. The proposed agreement governs the terms and conditions of the annexation, zoning and phasing of the preliminary plat improvements.

City obligations will include reimbursement for upsizing and extending water and sewer infrastructure adjacent to and extending beyond the boundaries of the Subject Property. Owner obligations will include the provision of on-site and off-site water and sewer improvements per the approved Water Sewer Impact Analysis, the provision of a sewer line easement through the property at the time of Phase 1 Final Block Plat, traffic mitigation, increased outdoor lighting mitigation, the provision of 100 affordable housing units, storm water mitigation as well as maintenance of on-site improvements.

**Financial Impact:**

Reimbursement for the Thompson Street and West Kaibab off-site sewer infrastructure improvement is budgeted as part of the Utilities Capital Improvement Program for fiscal year 2021. The estimated amount for this improvement is \$1,460,000. The City is agreeing to reimburse the Owner for the cost of the design and construction of the off-site improvement. The Owner has requested the City move the project to fiscal year 2020 subject to the approval of the Flagstaff City Council. The remaining off-site sewer improvement, the Westside Sewer Line Extension, is expected to be completed in conjunction with the proposed Core Facilities project scheduled for Fiscal Year 2017. Construction plans are 90% complete and all easements have been obtained for this improvement. If the City does not move forward with this improvement prior to the development of Timber Sky the Owner will be responsible for constructing this improvement. Utilities has budgeted \$1,107,381 for the upsizing of this sewer line extension and which may be reimbursed to the Owner at the time of construction.

A new well is required to serve the Timber Sky development. The development of well is estimated to cost the City of Flagstaff approximately \$3.1 million. The Owner will be required to pay their proportionate

share of a new well in relation to their development. A portion of their capacity fees will be paid in advance of the need for the additional well and will be reimbursed as capacity fees are paid for future units.

**Policy Impact:**

The Incentive Policy for Affordable Housing (IPAH) incentivizes developments that commit to permanently affordable housing units. If a developer desires to take advantage of the incentives offered under the IPAH document, they would need to provide rental and/or ownership opportunities that have resale and rent restrictions placed on the units for the intended affordable housing population. The affordable units should be distributed proportionally throughout the development and phases (where applicable) and appropriately designed and integrated with market-rate units throughout the development. Developers of residential or mixed use developments that voluntarily provide a minimum of ten percent (10%) affordable housing units seeking rezoning approval will be able to benefit from the incentives offered by IPAH. A variety of housing types, mixed income and affordable housing developments are encouraged throughout the City and within each neighborhood. Mixed-income means that the development includes at least 10% affordable housing units that are preserved as permanently affordable.

The Owner has agreed to voluntarily provide 100 permanently affordable housing units that are a minimum of 2 bedrooms and 2 bathrooms in size. The Owner is not seeking to utilize any of the incentives provided for in the Zoning Code or the IPAH at this time. The proposed development has a minimum density limit of 910 units and a maximum density limit of 1300. The 100 units may potentially meet the 10% as encouraged through the IPAH depending on the final build out of the project.

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

***COUNCIL GOALS:***

- Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
- Provide a well-managed transportation system

***REGIONAL PLAN:***

Staff identified the relevant Regional Plan Goals and Policies that could be applied to support or not support the proposed Zoning Map Amendment, including the subsequent Development Agreement. A list of those Goals and Policies, as well as a discussion and analysis, was provided in the Zoning Map Amendment staff report.

**Has There Been Previous Council Decision on This:**

The City Council has previously held one public hearing related to the Zoning map Amendment. A first reading of Ordinance No. 2016-39 occurred on November 1, 2016. Discussion and approval of this Development Agreement must occur prior to the second reading and adoption of the ordinance.

**Options and Alternatives:**

1. Approve the Development Agreement as presented.
2. Approve the Development Agreement with add, modified, or deleted terms.
3. Remand the Development Agreement back to staff for additional negotiations with the owner.
4. Deny the Development Agreement.

**Background/History:**

A detailed background of this project was included with the Concept Zoning Map Amendment report.

**Key Considerations:**



## RESOLUTION NO. 2016-35

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN VP 66 & WOODY MOUNTAIN, LLC AND THE CITY OF FLAGSTAFF RELATED TO THE DEVELOPMENT OF APPROXIMATELY 197.58 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 3425 WEST ROUTE 66 AND ESTABLISHING AN EFFECTIVE DATE

#### RECITALS:

WHEREAS, VP 66 & Woody Mountain, LLC (“Owner”) is the owner of approximately 197.58 acres of real property generally located at 3425 West Route 66 (the “Property”); and

WHEREAS, Owner has submitted a Concept Zoning Map Amendment for 1300 residential dwelling units on 174.05 acres, 10.02 acres of development under the Commercial Services (CS) zone and 13.51 acres of open space; and

WHEREAS, Owner and the City wish to enter into a development agreement, in the form attached to the staff summary submitted in support of this Resolution (the “Development Agreement”), to provide for the terms and conditions under which the Property will be developed and to set forth in detail certain obligations of Developer and the City; and

WHEREAS, developing the Property under the terms and condition of the proposed Development Agreement would be consistent with the Flagstaff Regional Plan 2030, and Developer and the City acknowledge that the Development Agreement would operate to the benefit of both parties; and

WHEREAS, Arizona Revised Statutes § 9-500.05 authorizes the City to enter into development agreements in order to facilitate the orderly and effective development of properties.

#### ENACTMENTS:

#### **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:**

SECTION 1. The Development Agreement provides benefit to the City of Flagstaff.

SECTION 2. The Development Agreement is consistent with the purpose, intent, goals, policies, programs and land use designations of the General Plan, any applicable specific plans, and the Zoning Code.

SECTION 3. The Development Agreement complies with the requirements of Arizona Revised Statutes § 9-500.05.

SECTION 4. That the City of Flagstaff be hereby authorized to enter into the Development Agreement in the form attached to the staff summary submitted in support of this Resolution.

SECTION 5. That the Mayor of the City of Flagstaff be hereby directed to execute the Development Agreement on behalf of the City.

SECTION 6. This resolution 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 15<sup>th</sup> day of November, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

When recorded, mail to:

City Clerk  
City of Flagstaff  
211 West Aspen Avenue  
Flagstaff, Arizona 86001

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**TIMBER SKY ANNEXATION AND DEVELOPMENT AGREEMENT**

**AMONG**

**CITY OF FLAGSTAFF**

**AND**

**VP 66 & WOODY MOUNTAIN, LLC**

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## ANNEXATION AND DEVELOPMENT AGREEMENT

THIS ANNEXATION AND DEVELOPMENT AGREEMENT (“Agreement”) is made as of this 15th day of November, 2016, among the City of Flagstaff, a municipal corporation organized and existing under the laws of the State of Arizona (“City”), and VP 66 & Woody Mountain, LLC, an Arizona limited liability company (“Owner”).

### RECITALS

- A. The Owner owns approximately 197.58 acres of real property situated south and west of the intersection of Route 66 and Wood Mountain Road within Coconino County, Arizona, and partially within the incorporated boundaries of the City of Flagstaff, Arizona, as described legally in **Exhibit A** (the “Property” or “Project”), attached to this Agreement.
- B. The Owner and City desire that the portion of the Property currently within Coconino County be annexed into the corporate limits of the City and be developed as part of the City. The Property to be annexed is depicted generally and described legally in **Exhibit B** (the “Annexation Property”), attached to this Agreement.
- C. The annexation and development of the Property pursuant to this Agreement and the Concept Zoning Plan, dated August 9, 2016 and attached as **Exhibit C** (the “CZP”) is acknowledged by the parties to be consistent with the City’s General Plan, will operate to the benefit of the City, the Owner and the general public. The annexation of the Property would allow the City to provide for high-quality development in the area and ensure orderly, controlled and quality growth in the City, including enhanced citizen pedestrian and vehicular mobility by widening US Route 66 at the western part of the City and creating connections to the Flagstaff Urban Trail System and the City Loop Trail.
- D. The CZP contains exhibits and conceptual renderings that convey a scope and direction for the phasing of the parcels, which will be individually developed pursuant to the terms and conditions of this Agreement and subject to all applicable City ordinances, regulations, and resolutions, as provided in this Agreement, including requirements for conditional use permits. Subject to the terms of this Agreement, the Timber Sky community will provide a mix of new housing options, including a minimum of 100 housing units that will be sold at 100% of the Area Median Income (“AMI”).
- E. The City and the Owner are entering into this Agreement pursuant to the provisions of Arizona Revised Statutes (“A.R.S.”) § 9-500.05 (pertaining to development agreements) in order to facilitate the proper municipal zoning designation and development of the Property by providing for, among other things: conditions, terms, restrictions, and requirements for the permitted uses of the Property, the density and intensity of such uses, and other matters related to development of the Property as depicted on the CZP. This Agreement will also provide for a mechanism to establish dark skies measures beyond current city standards that will govern future development on the Property.

- F. A blank annexation petition was filed on October 11, 2016 with Coconino County and a public hearing was held on November 1, 2016, in connection with the annexation of the Annexation Property into the City.
- G. The City desires to annex the Annexation Property into the incorporated limits of the City and intends to rezone the Annexation Property and Property to zoning classifications consistent with the Flagstaff Region Plan 2030 (FRP2030) and CZP, and provide for a maximum overall residential unit count of 1300 (the “CZP Ordinance”).
- H. The City has an interest in ensuring that the development of the Property complies with City standards for development and engineering improvements, and the City believes that development of the Property pursuant to this Agreement will result in planning, safety and other benefits to the City and its residents as enumerated in these Recitals and this Agreement.
- I. The Owner acknowledges that development of the Property pursuant to this Agreement will be beneficial and advantageous to the Owner by providing assurances to the Owner that they will have the ability to develop the Property within the City pursuant to this Agreement under the zoning described in the CZP.
- J. The public services/infrastructure improvements to be provided by Owner, which are necessary to serve development within the Property, will also, in certain instances, facilitate and support the development of other projects in the region.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **AGREEMENT**

### 1. Annexation, Effective Date and Term.

1.1 Annexation. Concurrently with the execution of this Agreement by the City and Owner, Owner will deliver to the City an appropriate Petition for Annexation duly executed by all necessary property owners and satisfying the applicable statutory requirements (the “Annexation Petition”). Upon receipt of the Annexation Petition, the City Council will consider the petition and, if determined to be in the best interest of the City, adopt a final ordinance annexing the Property into the corporate limits of the City (the “Annexation Ordinance”). The Annexation Ordinance will contain a provision requiring, upon Owner’s written request made prior to the effective date, the immediate rescission and termination of the Annexation Ordinance by the City if the City does not approve the CZP Ordinance at the same meeting, or if any person or entity, other than a party to this Agreement, files (i) a valid petition appearing (A) to be in proper form and (B) to have the requisite number of valid signatures to cause a referendum challenging this Agreement, the CZP Ordinance, and/or the Annexation Ordinance, (ii) litigation in a court of proper jurisdiction concerning this Agreement or the annexation or (iii) petition pursuant to A.R.S. § 9-471(C) challenging the validity or approval of the Annexation Ordinance. The City agrees to

use its best efforts to accomplish the intent of this Section 1.1, even if a special meeting of the City Council must be called for the purpose of repealing the Annexation Ordinance. The City will schedule and advertise a Council Meeting for this purpose at the latest date reasonably possible prior to the Annexation Ordinance becoming final and effective and shall use its best efforts to perform in accordance with this Section. The City and Owner hereby acknowledge and agree that this Agreement will automatically terminate and be of no force or effect if the City's annexation of the Property does not become effective and final pursuant to A.R.S. § 9-471(D) on or before December 31, 2017. The City and Owner further agree that this Agreement satisfies the requirements under A.R.S. § 9-471(O).

1.2 Effective Date. This Agreement will not become effective, and no party will have any obligation under this Agreement unless each of the following occurs: (1) this Agreement is executed by all parties; (2) this Agreement is recorded as required by A.R.S. § 9-500.05(D), and (3) the Annexation Ordinance becomes final and effective. The date on which all of the foregoing items have been completed is the "Effective Date" of this Agreement. If a challenge is properly made to the Agreement, this Agreement will become effective after resolution of such challenge in favor of the City.

1.3 No Default. Any delay relative to the Effective Date of this Agreement by judicial challenge, referendum, or injunction filed by parties acting independently of and not under the control of the City will not be deemed a default by the City.

1.4 Duration. This Agreement will automatically terminate on the twenty-fifth (25th) anniversary of the Effective Date, unless this Agreement is rescinded or terminated earlier as provided for herein. However, if any of the Property still is subject to this Agreement twenty-five (25) years after the Effective Date of this Agreement, this Agreement shall automatically extend without the necessity of any notice, agreement, or recording by or between the parties an additional ten (10) years, for a total of thirty (35) years, at which time this Agreement shall automatically terminate as to the Property without the necessity of any notice, agreement, or recording by or between the parties.

1.5 Release of Public Lots. In order to alleviate any possible concern as to the effect of this Agreement on the status of title to any of the Property, so long as not prohibited by law, the provisions of this Agreement will not apply to any lot which has been finally subdivided and individually (and not in "bulk") leased (for a period of longer than one year) or sold to third party residential end purchasers or users thereof (a "Public Lot") and thereupon such Public Lot will be released from and no longer be subject to or burdened by the provisions of this Agreement.

2. Zoning and Vested Rights. Owner hereby agrees to be subject to all the terms, conditions, and stipulations of the CZP Ordinance (City Ordinance No. 2016-39) approving the CZP, attached as **Exhibit D** and incorporated by this reference. The City acknowledges and agrees that the zoning approved and adopted for the Property through the CZP Ordinance is vested for the term of this Agreement (the "Vested Rights") and that the Owner shall have a right to develop the Property consistent with the Vested Rights and the Concept Zoning Plan, subject to the Applicable Rules (as defined in Section 3, below) and any changes to the Rules as permitted by this Agreement. The City agrees not to initiate any changes or modifications to the zoning of the

Property as of the Effective Date of this Agreement, except at the request of the owner of that portion of the Property for which such zoning change is sought, or except pursuant to the provisions of A.R.S. § 9-462.01(E). Owner acknowledges that they are still required to satisfy any remaining conditions of development of the Property as set forth in this Agreement and the CZP Ordinance.

3. Development Standards. Development of the Property will be governed by the City's codes, ordinances, regulations, rules, guidelines and policies controlling permitted uses of the Property, design review guidelines, the density and intensity of uses, the maximum height and size of the buildings within the Property, as well as the standards for off-site and on-site public improvements in existence as of the Effective Date of this Agreement, except as modified herein or otherwise agreed to, in writing, by Owner and the City (collectively, the "Applicable Rules" or "Rules"). Specifically, with regard to Title 10 of the Flagstaff City Code, the version in place as of January 1, 2016 shall apply to the Property ("Zoning Ordinance" or "Zoning Code").

4. Guiding Principles. The parties acknowledge that development activities for the Property may extend over several years and that many of the requirements and procedures provided for in this Agreement contemplate that use of the Property in the future may be subject to procedures, requirements, regulations and ordinances not presently in effect, as well as actions and decisions by City staff and officials which cannot be provided for with particularity at the time the Agreement was executed.

5. Project Description, Site Layout, and Design Considerations.

5.1 Development Allocations. As depicted on the CZP, the overall maximum number of residential units to be developed on the Property is 1,300.

5.1.1 Open Space. The Parties agree that any residential development within MR and HR zoned portions of the Property requires a minimum of 15% gross lot area to be set aside as open space. This open space may include resource protection area, active and passive recreation uses, landscape areas, community gardens, roof decks and courtyards. Any phase of the project may develop with less than 15% open space, provided that an accounting of the Project open space is documented with each plat or site plan, subject to reallocations from civic space as provided in Section 5.1.2 below. Owner agrees that non-vehicular connectivity between adjacent development parcels will be provided for as set forth in the CZP Ordinance to achieve cross-community access to the Project neighborhoods and open space areas. Additionally, under the CZP Ordinance, all FUTS trails are required to be dedicated to the public.

5.1.2 Civic Space. The Parties agree that a total of 5% of the gross site shall be designated as civic space. If the Community Center is not included within the first developing phase, Owner may provide for the requisite 5% civic space within the first phase(s) through various interim civic space amenities such as trails with benches or other seating or gathering areas. Upon the completion of the Community Center, any previously allocated civic space elements may be converted to satisfy open space requirements.

5.1.3 Densities. The Zoning Ordinance reflects minimum and maximum densities for each non-transect residential zoning category. Due to the topography of the Property and the Resource Protection Overlay requirements, minimum densities are based on the total gross acreage for the zoning category and not on a per parcel basis. Maximum density is based on maximum allowable density in the total gross acreage for the zoning category within the Resource Protection Overlay District (RPO) and not on a per parcel basis.

5.1.4 Residential Character. The character of the residential units will be guided by the reference materials contained in the CZP.

5.1.5 PRD Option. All residential development within the Property may elect the Planned Residential Development (“PRD”) option as provided for in Section 10-40.60.270 of the Zoning Ordinance.

5.1.6 Duration of Preliminary Plat Approvals. Given the size and significance of the project and related infrastructure, an extended duration for preliminary plat approvals is warranted such that Section 11-20-60.040(B) of the City Code will not apply. Instead, the initial approval for a preliminary plat of the Property will be for a period of five years from the date of the City Council approval. If a complete final plat submittal has been made within the fifth year of the preliminary plat approval, the duration of the preliminary plat will be automatically extended for one year from the date of the completeness determination. If the final plat has not been recorded before the expiration of the preliminary plat, the plat will expire unless otherwise extended by the Director under Section 11-20-60.040(C).

5.2 Workforce Housing. The Project will deliver 100 residential ownership units with a minimum of 2 bedrooms and 2 bathrooms that will be sold at or below 100% of the AMI affordability level (which as of the date of this Agreement, would be approximately \$220,000 based on an income of \$60,200) (“AMI-accessible units”). To ensure that the AMI-accessible units remain affordable after the initial sale, Owner will work with the City to develop a program (“Affordability Plan”) to make the AMI-accessible units consistent with the Permanent Affordability definition in the Zoning Code through a community land trust program administered by the City of Flagstaff. The Affordability Plan must be in place prior to the first final plat that contains residential uses. The parties acknowledge that restrictions on lending and market conditions could require that the terms of the Affordability Plan evolve over time. Further, this Agreement may require amendment if “permanently affordable” AMI-accessible units remain unsold or unoccupied after an extended period of time due to market, financing or other external conditions.

The location of the units will be determined as the parcels are platted, and it is intended that they be located within the MR and HR zoning districts and disbursed throughout the first three phases of development, the final location of which is subject to the Owner’s sole and absolute discretion. The intent of this program is for the units to blend in with the surrounding lots and the Owner does not plan to identify the units involved, nor cluster them. Rather, Owner intends to keep them distributed throughout the blocks they fall within to the extent feasible. Once

designated, the Owner will work with the City to implement the Affordability Plan to ensure that the buyers meet ownership and income eligibility requirements within reasonable time frames established by Owner to coincide with the development of the balance of the parcel.

5.3 Commercial Development. The Commercial Services may be converted to residential development, subject to both a PRD option and Conditional Use Permit under Table 10-40.30.040B of the Zoning Ordinance. If the property is developed residentially the Resource Preservation requirements will be changed to comply with the residential development standard requirement of 47.5% or as otherwise provided for in the Zoning Ordinance. Any commercial buildings within the Commercial Services parcel will have four-sided architecture, including display windows or other exterior wall treatments along the street frontage(s) designed to provide street-level visual interest and provide compatibility with the surrounding residential development.

5.4 Outdoor Lighting Plan. Upon completion of the incorporation of the Annexed Property into the City's municipal boundaries, Owner acknowledges that the City's requirements within Zone 1, per Section 10-50.70 of the Zoning Ordinance, included as **Exhibit E** will impose certain restrictions related to lighting on the Property ("Zone 1 Requirements"). The Owner has built upon the Zoning Ordinance requirements to prepare a unique set of Dark Sky Standards that will apply to all development on the Property through the implementation of Conditions, Covenants & Restrictions ("CC&Rs"), as provided for in Section 5.5 below. A complete list of the standards and concepts that the Owner will record against the Property to supplement the Zone 1 requirements are provided in **Exhibit F** (the "Project Lighting CC&Rs"). The Project Lighting CC&Rs will be administered by the HOA for the Property and included in the master CC&Rs. Further, the CC&Rs will have special amendment criteria that limit the future Homeowners' Association's ("HOA") ability to process amendments to the Project Lighting CC&Rs without City Council approval.

5.4.1 Lumen Caps. Single family homes will be limited to a total of 1350 lumens and can only be exceeded with the use of motion sensors on fixtures such that the non-motion sensor light fixtures do not exceed the 1350 lumen limit. These additional limits set shall not be interpreted to allow the current limits of the City of Flagstaff Zoning Code, Division 10.50.70 to be exceeded for multi-family residential development in any zone.

5.4.2 Fully Shielded Fixtures. Exterior lighting on all residential structures shall be fully shielded fixtures to be installed a minimum of five feet from the nearest edge of a canopy or overhang. Where not feasible or practical a fully shielded fixture with a motion sensor shall be utilized.

5.4.3 Lighting Source. All outdoor lighting will use either low-pressure sodium (LPS) or narrow-spectrum amber LED except for lighted entry monuments or other Class 1 lighting applications.

5.4.4 Lighting Curfews. For any commercial development within Block 12, lighting fixtures exempted from the existing curfews imposed by the City of Flagstaff Zoning Code shall only be motion sensor fixtures.

5.5 Community Identification Signs. Owner may construct and maintain community identification signs in accordance with the Division 10-50.100 of the Flagstaff Zoning Code. Owner may not lease any community identification signs to third parties or use the signs for any purpose other than community identification.

5.6 Homeowners' Association. Prior to the submittal of the first application for a residential building permit to the City and pursuant to a declaration of CC&Rs by the Owner, the Owner shall form a master Homeowners' Association ("HOA") that governs the single-family residential portion of the Property.

5.6.1 Homeowners' Association Responsibilities. The CC&Rs will incorporate the requirements of this Agreement and further provide that either the HOA, a sub-association, or the Owner (until such time as Owner, as "Declarant," relinquishes control of the HOA to the property owners, as provided in the CC&Rs) shall maintain the private trails, drainage facilities, landscaping within rights-of-way, medians, bridge abutment fascia, and private open spaces, and private common areas within the Property. The HOA will require homeowners to maintain the individual on-lot LID features through the CC&Rs.

6. Resource Protection Plan. The Property contains natural resources that warrant its inclusion within the City's Resource Protection Overlay as provided for in the CZP Ordinance. In connection with the Preliminary Block Plat submittal for the Property, a Natural Resource Protection Plan was prepared by Woodson Engineering & Survey dated July 13, 2016 that contains the approved resource protection strategy for the Property (the "NRPP"). The City agrees that the NRPP and Preliminary Block Plat will govern future plat submittals for the individual development parcels. The relocated 50-foot wide APS corridor, located in McAllister Ranch Road, will be excluded from the resource protection calculations as a regional utility corridor.

7. Infrastructure Plan. The City and Owner acknowledge that the Project will include certain infrastructure improvements, including drainage, water, sewer, and traffic circulation plans for the infrastructure (such infrastructure improvements hereinafter collectively referred to as the "Infrastructure Plan"), and that the following impact analyses are approved in connection with the CZP and applicable to the Project:

- Water and Sewer Impact Analysis, dated November 3, 2015 ("WSIA")
- Traffic Impact Analysis, dated June 24, 2016 ("Traffic Study")
- Preliminary Drainage Report and Drainage Impact Analysis, dated March 10, 2016, and its addendum, dated August 16, 2016 (collectively the "DIA")

Except as otherwise provided in this Agreement and subject to the Rules and any changes to the Rules permitted by Section 3, so long as Owner proceeds with the development of the Property, Owner may implement and phase the infrastructure improvements to the Property in conformance with the Preliminary Block Plat, including the Infrastructure Phasing Plan provided as Appendix 5 to the CZP, and City agrees that the required infrastructure improvements for the Project are limited to those detailed in this Agreement and the Preliminary Block Plat.

7.1 Infrastructure Plan Amendment. The City and the Owner acknowledge that amendments to the approved Infrastructure Plan and/or Infrastructure Phasing Plan may be necessary from time to time to adapt to the actual number of units platted within the Property and identified uses. The Owner and the City agree that any such amendments shall be incorporated by this reference into this Agreement with the same force and effect as if set forth herein and shall not require corresponding amendment to this Agreement.

7.2 Construction. The parties hereto acknowledge and agree that to the extent the Owner develops the Property, the Owner shall have the right and the obligation, at any time after the execution of this Agreement, to construct or cause to be constructed and installed, in accordance with the Rules and all other applicable rules, regulations, construction standards, and governmental review processes, all portions of the Infrastructure Improvements that relate to the phase or portion of the Property to be developed by Owner at any given time subject to approved civil plans. Owner shall cause the Infrastructure Improvements to be constructed and installed in a good and workmanlike manner and in compliance with the Rules and all other applicable requirements, standards, codes, rules or regulations of the City.

7.2.1 Owner, its agents, and employees, shall have the additional right, upon receipt from the City of an appropriate encroachment permit, to enter and remain upon and cross over any City easements or rights-of-way to the extent reasonably necessary to facilitate such construction, or to perform necessary maintenance or repairs of such public Infrastructure Improvements. Owner's use of such easements and rights-of-way, pursuant to an encroachment permit, shall not impede or adversely affect the City's use and enjoyment thereof.

7.2.2 Owner shall restore such City easements and rights-of-way, used pursuant to the encroachment permit, to their condition prior to Owner's entry upon completion of such construction, repairs, or maintenance. Owner, its agent, and employees, also shall have the right, upon receipt from the City of an appropriate encroachment permit, to enter and remain upon and cross over any City easements or rights-of-way to the extent reasonably necessary to install and maintain landscaping material within the portion of the City right-of-way not used for vehicular travel.

7.3 Infrastructure Assurance. The parties hereto acknowledge and agree that the City, prior to recording the final plat for each subdivision or issuance of a permit for the commencement of construction in connection with non-subdivision development, shall require the Owner and/or its designees, grantees or buyers under contract, to provide appropriate assurances in such form and amount as required by the Rules to assure that the installation of Infrastructure Improvements within that subdivision or other Infrastructure Improvements directly related to such building permit or permits will be completed ("Infrastructure Assurance"), except for infrastructure improvements detailed below in Sections 8.5.1.1 and 8.5.1.2. In such case, the Owner may elect, with the approval of the City, which approval shall not be unreasonably withheld, any one or combination of the following methods of Infrastructure Assurance. All assurances provided by the Owner shall comply with the applicable provisions of the City's subdivision ordinance relating to such assurances. The options, in forms reasonably acceptable to the City (each, an "Acceptable Assurance"), are as follows:

7.3.1. Owner and/or its assignees, designees, grantees and purchasers under contract is required to file with the City a performance bond; or

7.3.2 Owner and/or its assignees, designees, grantees and purchasers under contract is required to deliver to the City an irrevocable and unconditional letter of credit which, if necessary, will be acknowledged by the City in accordance with the appropriate lender's requirements; or

7.3.3 A letter of financial assurance from Owner's lender or the lender of Owner's assignees, designees, grantees and purchasers under contract; or

7.3.4 Dual Beneficiary Letter of Credit from a recognized financial institution acceptable to the City; or

7.3.5 Cash or certified check, which may be deposited into an escrow account and administered through an escrow agreement between the parties; or

7.3.6 Such other assurance mechanism as may be approved by the City in the exercise of its sole and absolute discretion.

Once the Owner required Infrastructure Assurances have been complied with, the Owner (or, as applicable, the Owner's assignees, designees, grantees and purchasers under contract) shall have the right, with the approval of the City, which approval shall not be unreasonably withheld, to replace such initial method of Infrastructure Assurance, either in whole or in part, with any of the other form of Acceptable Assurance, as set forth above. If a discrete and self-sustaining portion of the Infrastructure Improvements for which an appropriate assurance has been delivered is dedicated to and accepted by the City, the City agrees to release, within twenty (20) days from such acceptance by the City, the portion of the assurance that relates to the Infrastructure Improvement so completed. The City agrees that within twenty (20) days from the City acceptance of the particular completed Infrastructure Improvements for which the City has required and the Owner has provided Infrastructure Assurance, the City shall release such Infrastructure Assurance, in whole or in part as may be appropriate under the circumstances, in the manner provided in the Rules.

7.4 Necessary Easements. It shall be a condition precedent to the obligation of Owner to construct the Public Infrastructure herein specified or otherwise required to service the Property, that Owner shall have obtained any and all easements, rights of entry, and/or other use rights on or about all real property other than the Property upon, through or under which will be installed all or any portion of said Public Infrastructure, as useful or necessary for Owner to enter and to properly perform all activities incident to Owner's construction obligations hereunder (collectively, the "Easements"). Owner shall use reasonable efforts to obtain the Easements; provided, however, that if despite the exercise of such reasonable efforts, Owner is unable to obtain any necessary Easements, the City upon request by Owner shall obtain said necessary Easements through the City's power of condemnation and the obtaining of immediate possession, all in accordance with applicable law. Such costs of obtaining the Easements (including, without

limitation, the costs of condemnation including legal fees and court costs) shall be paid by Owner and shall be included in the costs of any and all Public Infrastructure for which Owner is entitled to a reimbursement, as hereinafter specified.

7.5 Rights-of-Way Dedication. All right-of-way dedications required within the developing phase of the Property will be completed in conjunction with the Final Plat or Block Plat, whichever comes first

7.5.1 Right-of-Way Acquisition. Owner shall be responsible for acquiring the right(s)-of-way necessary for all required public improvements through good-faith negotiation with the property owner. Owner shall follow the requirements in Title 12 of the Arizona Revised Statutes for acquisition of the property as if the Owner was a government entity obtaining property by eminent domain. Owner will work with the City's Real Estate Manager from the beginning of the negotiation process to ensure compliance with stature and to expedite the process. If the Owner is unable to acquire the right(s)-of-way within a reasonable timeframe and after the exercise of reasonable diligence, then Owner shall request in writing that the City initiate eminent-domain proceedings to acquire the right(s)-of-way. The City shall be the arbiter of whether or not the Owner has exhausted its ability to negotiate with the property owner, but shall be reasonable in its judgment. Once the City has determined that the Owner has exhausted its ability to negotiate with the property owner, the City shall promptly proceed in accordance with the state's eminent domain laws, (ARS 12-1111, et. Seq.) and use its best efforts to expedite acquisition. Owner must provide funding for all costs of such acquisition, including the fair-market value of the subject property, severance damage, cost to cure, appraisal costs, expert witnesses, legal costs including attorney's fees, and City staff and administrative costs, as the City may deem necessary and appropriate.

## 8. Water & Sewer Improvement Requirements

8.1 Water & Sewer Impact Analysis. Owner shall adhere to all of the requirements of the WSIA dated November 3, 2015, prepared by Civil Design & Engineering, Inc. for City of Flagstaff Utilities Department except as modified herein.

8.2 On-Site Water & Sewer Improvements Phasing. As identified in the WSIA and Preliminary Block Plat, construction of On-Site Water and Sewer Improvements shall be phased appropriately as provided for in this Agreement to ensure stand-alone water and sewer availability within each Phase. All phased on-site water and sewer infrastructure shall be designed and built in accordance with the City of Flagstaff Engineering Standards and Arizona Department of Environmental Quality. The Owner is required to dedicate the entire sewer line easement through the Property with the final plat of Phase 1. Owner will not be required to post assurances for sewer infrastructure beyond Phase 1, with the dedication of the entire easement.

8.3 On-Site Water & Sewer Improvements Requirements. Owner agrees to provide all on-site water and sewer systems required to support the overall development plan, including a 12" diameter looped water system from W Route 66 to Woody Mountain Road. Each of the development blocks will be connected to the water main within the collector roadway. The water

system will be extended in coordination with the phasing and as need for individual parcels. Owner agrees to provide a new 8" PVC waterline connection to the eastern boundary as part of the development of Block 2 as shown on the Preliminary Block Plat. All required improvements must be completed and accepted by the City prior to the issuance of any certificates of occupancy for the Project.

#### 8.4 Water System Improvement Requirements.

8.4.1 Upfront Water Production Payment. The City has allocated water supply up to 480 units for the development. In order to exceed the City's water allocation of 480 units, Owner shall, provide the City with an advance payment of the Project's expected capacity fees related to water production per the terms defined in 8.4.1.3 of this Agreement ("Upfront Water Production Payment"). As defined in the City's Water, Sewer and Stormwater Rate and Capacity Fee Study, Final Report, June 20, 2016, page 41, the current Water Production portion of the total Water Capacity Fee is 38.5%. The Upfront Water Production Payment will be used by the City to construct a new well for the development in order to ensure that the City's water system has enough capacity for the development as it progresses. At the request of Owner, City agrees that Owner can make the Upfront Water Production Payment in two installments: (a) the first installment must be at least 50% of the total Upfront Water Production Payment, and (b) the second installment must be for the remaining portion of the Upfront Water Production Payment and must be received no later than nine (9) months after payment of the first installment ("Payment Schedule"). City estimates that the new well can be sited, constructed, and operable within eighteen (18) months after receipt of the first installment of the Upfront Water Production Payment. So long as Owner pays the first and second installments of the Upfront Water Production Payment according to the Payment Schedule, building permits for the construction of units in excess of 480 may be issued eighteen (18) months after receipt of the first installment of the Upfront Water Production Payment. If the Payment Schedule is not followed (e.g., if the first installment is made but the remainder of the Upfront Water Production Payment is not received within nine months after payment of the first installment) no building permits for construction of any units in excess of 480 will be issued until the new well is drilled, constructed, and connected to the City's existing water system. If the Owner changes its plans for development such that more water is required than currently forecast, Owner must update the WSIA and amend this Agreement accordingly. The City may withhold any and all building permits until the Owner complies with this provision.

The Parties further agree as follows:

8.4.1.1 Calculation of Upfront Water Production Payment. The parties acknowledge that water capacity fees will be collected for the Project as development progresses, pursuant to City Code Section [REDACTED]. The Upfront Water Production Payment will be based on the anticipated capacity fees for 1,000 single family residential units. At the time Owner requests to make the first installment of the Upfront Water Production Payment pursuant to the Payment Schedule described in Section 8.4.1, the amount due for the entire Upfront Water Production Payment will be calculated by multiplying the prevailing Water

Production portion of the capacity fee (currently 38.5%) by the difference between 1,000 units and the number of units for which a capacity fee has already been collected as of that time. The table below provides an example of the calculation:

Example Upfront Water Production Payment:

Water Capacity Fee (¾" Single Family)	\$5,728
Water Production portion (currently 38.5%)	\$2,205
Total Capacity Fee obligation with 1000 SF units	\$5,728,000 (\$5,728*1000 units)
Total Water Production portion (38.5%)	\$2,205,000 (\$2,205*1000 units)

Assume development of 200 SF units prior to funding the Upfront Water Production Payment:

Total Water Capacity Fee paid	\$1,145,600 (\$5,728*200 units)
Total Water Production portion paid	\$441,000 (\$2,205*200 units)

Therefore, the **Upfront Water Production Payment:** \$2,205,000 - \$441,000 = **\$1,764,000**

8.4.1.2 Reimbursement of the Upfront Water Production Payment. The City will reimburse the Owner the Water Production portion of each capacity fee collected by the City after receipt of the Upfront Water Production Payment until the Upfront Water Production Payment made by the Owner is paid back in full. The amount reimbursed from each capacity fee will be based on the Water Production portion of the capacity fee that was used at the time the Upfront Water Production Payment was calculated. Reimbursement payments will be determined and made on a quarterly basis by calculating the Water Production portion of all capacity fees collected in relation to the Project during that preceding quarter (“Reimbursement Payment”). The Reimbursement Payment will be paid by the City to Owner within thirty (30) days of the end of the quarter for which the Reimbursement Payment was calculated. The City will only reimburse owner the Water Production portion of the capacity fees collected up to 1,000 units. If the Project results in less than 1,000 units being constructed, City will reimburse Owner the portion of the Upfront Water Production Payment collected for any units between the actual number of units constructed and 1,000.

8.4.1.3 Well System Sites. The Owner will allow the City access to its property to conduct a geophysical survey to determine whether a desirable well site may exist on the Owner’s property. If the City determines that a desirable well site exists on Owner’s property, Owner agrees to dedicate the parcel of land required for the well and any necessary easements for construction of the well and to connect the well to the City’s existing water system. Each well site shall be located on a parcel of land no smaller than 150’ x 150’. The City will work with Owner to locate the well on the property so as to have the least amount of impact on the proposed Project. If a desirable well site does not exist on Owner’s property, Owner agrees to work with the City to obtain any necessary land and easements for the purposes of constructing the well and connecting it to the existing City infrastructure, at no additional cost to Owner.

## 8.5 Off-Site Sewer Improvement Requirements.

8.5.1 Increased Sewer Capacity. The Parties agree that pursuant to the WSIA, the Project will create the need for Off-Site Sewer Improvements, specially identified below. Owner acknowledges that modifications to the existing sewer collection system are required as part of this project as the existing downstream sewer collector system is not adequate for the proposed development. Prior to the issuance of the first building permit, the following off-site sewer modifications must be completed and accepted by the City.

8.5.1.1 The replacement of the 8” sewer line connecting manholes 2A-422 and 2A-360 with an 18” diameter pipe. This reach is approximately 3,100 feet in length and runs along Thompson Street and West Kaibab. This is a planned City project that is budgeted for fiscal year 2021. The City agrees to reimburse the Owner for the cost of the design and construction of this sewer improvement. Owner has requested that the City move the project to fiscal year 2020 (reimbursement available July 1, 2019) subject to approval by the Flagstaff City Council.

8.5.1.2 The installation of approximately 5,170 feet of sewer line to connect MH 2A-472 at the existing Adirondack Avenue 18” sewer interceptor line for this drainage basin through manhole #18, which is approximately 300 feet north of W Route 66. The line must be upsized to an 18” sewer line as the result of the additional load and to accommodate future load. Infrastructure improvements shall include the sewer line, manholes and any other incidental utility improvements necessary for construction. The City is scheduled to construct this sewer extension in fiscal year 2017. Should the Owners construct the sewer line in advance of the City, the City agrees to reimburse the Owner the cost of the improvements unless the City’s Core Facilities project is terminated, in which case the Owner will only receive upsizing contributions for the difference between an 8” and an 18” sewer line.

8.5.2 Sewer Line Design and Construction Standards. The design and construction of the above Off-Site Sewer Improvements, and shall do so in accordance with all City, State, and Federal rules and regulations.

## 9. Stormwater Drainage Impact Analysis.

9.1 Drainage Mitigation. Owner agrees to mitigate the Project’s identified drainage impacts in accordance with the DIA and ensure maintenance of individual on-lot LID features.

9.2 New Impact Analysis. Pursuant to the conditions of the Concept Zoning Map Amendment a new Drainage Impact Analysis must be submitted and approved for the eastern side of the property if all drainage flows cannot be directed towards the westerly drainage corridor.

## 10. Road Improvement Requirements.

10.1 General Off-Site Roadway Improvements. The Owner provided a Traffic Impact Analysis (“Traffic Study”) to determine the necessary traffic mitigation for the Project. The Parties agree that the Owner’s traffic mitigation will be accomplished in two ways: 1. Owner will be solely responsible for the design and construction of certain Off-site Roadway Improvements in Phase 1 as identified below; 2. Owner may make a cash contribution to the City toward additional Off-site Roadway Improvements in Phase 3 as described in Section 10.4 below.

10.1.1 Construction Standards. Owner agrees to construct all of the On-site and Off-site Roadway Improvements in accordance with all applicable City, State, and Federal rules, regulation, and design standards.

10.1.2 Construction Timing. All Phase 1 On-site Roadway Improvements shall be substantially completed in accordance with the Section 13-10-013-001 of the Engineering Design and Construction Standards and Specifications prior to issuance of the first building permit in Phase 1. To obtain building permits in Phases 2, 3, and 4, the remaining improvements for each individual phase must be constructed and accepted. All Phase 1 Off-site Roadway Improvements shall be completed prior to the issuance of the first certificate of occupancy.

10.2 On-site Roadway Improvements. On-site Roadway Improvements shall consist of all internal roadway construction including but not limited to curb, gutter, sidewalks, pedestrian ways, FUTS trails, bicycle ways, medians, and turn lanes. On-site Roadway Improvements include all property frontage improvements along West Route 66 and Woody Mountain Road.

10.3 Phase 1 Off-site Roadway Improvements. The Parties agree that the Traffic Study has identified the Phase 1 need for improvements at two City intersections, as described below.

10.3.1 Woodlands Village Boulevard and W. Route 66. Phase 1 Improvements include the modification of the northbound Woodlands Village left turn lane/median to 250 feet or more of storage, final storage length to be worked out at final design.

10.3.2. Woodlands Village Boulevard & University Avenue. Phase 1 Improvements include the addition of an exclusive/permitted left turn phasing to both eastbound and westbound approaches.

10.4 Additional Contributions for Future Roadway Improvements. As provided in the September 9, 2016 letter from ADOT, ADOT and the Owner has agreed to certain phasing and improvements, as well as a mechanism by which a cash contribution may be paid to the City prior to the acceptance of the Phase 3 block plat infrastructure improvements. This contribution is subject to the financial assurance under Section 7.3 required for the recordation of the final block plat for Phase 3. The cash contribution will be \$1.5 million (Owner’s approximate proportional share for all off-site roadway improvements) minus the amount of the Owner’s actual cost (costs actually paid or incurred for design, surveying, mapping, historical clearance from the State Historic Preservation Office, engineering, materials, labor, testing, inspection, construction management, permit fees and other reasonably related cost necessary to complete the

improvements to the point of final acceptance by ADOT, the City, the Arizona Department of Environmental Quality or any other agency and any other cost as approved by the City Engineer) of the off-site roadway improvements for Phase 1 in relation to Route 66 transportation corridor (excluding the improvements referenced above in section 10.3.2 of this Agreement). The Owner and City Engineer will work together to arrive at a mutually acceptable list of final costs allocated toward the \$1.5 million prior to the final block plat approval for Phase 3. Should the Phase 1 improvements exceed \$1.5 million, no cash contribution will be given to the City and Owner will not make any additional contributions to future roadway improvements and Owner shall be solely responsible for all costs exceeding the \$1.5 million. The City intends to utilize this cash contribution in partnership with ADOT to improve the West Route 66 corridor between Flagstaff Ranch Road and Milton Road.

11. Additional Conduit. Owner has agreed at the time of Phase 1 infrastructure construction to install an additional conduit so that APS can provide three-phased power to the north side of Route 66 at Alvin Clark Way to support the Core Facilities Project and installation of a new well pump.

12. Infrastructure Financing.

12.1 Impact Fees. Subject to the provisions of this Agreement and to the extent permitted by law, Owner agrees to pay all current and future enacted impact fees provided such impact fee is generally and uniformly applicable to the City and is consistent with the provisions of A.R.S. § 9-463.05 if such fee is charged by the City at the time of construction permit issuance. The City of Flagstaff does not currently have adopted utility impact fees. Notwithstanding any contrary provision of this Agreement, if Owner provides, dedicates or pays for any public sites or public infrastructure, the value or costs of which are included as a component of an impact fee pursuant to A.R.S. § 9-463.05, Owner shall receive a credit equal to the value or cost of such public site or infrastructure (the "Impact Fee Credit"), to be applied in lieu of existing or future impact fees imposed by the City which relate to or otherwise apply to the Property. In no event may the Impact Fee Credits in each category of impact fees exceed the actual impact fees paid or to be paid by or in connection with development on the Property. Wherever this Agreement provides that Owner shall be entitled to an Impact Fee Credit against any impact fee imposed by the City, the Impact Fee Credit shall be credited to Owner in increments equal to one hundred percent (100%) of the particular impact fee otherwise applicable to each building permit issued with respect to a home or building or structure to be constructed on the Property, up to the maximum total credit provided for in this Agreement.

12.2 Reimbursement for Oversizing that Benefits Other Properties. The parties acknowledge that if Owner provides or pays for any dedicated public sites or public infrastructure that will directly benefit property or developments other than the Property and the developments thereon, and Owner may seek reimbursement pursuant to City Code Chapter 7-08.

13. City Services. Upon the Effective Date for the Annexation Property, City shall include the Property in the City's municipal service area and, upon completion of the construction and installation of the necessary Infrastructure Improvements by Owner as provided in or as required by this Agreement and the Rules, the City shall provide to the Property such utility and other

services in a manner that is similar to that by which the City provides such utilities and services generally to the residents of similarly situated property in the City, including sewer, water, garbage, fire and police, provided that Owner has constructed and installed the necessary Infrastructure Improvements as provided in or as required by the Rules and the Infrastructure Improvement Schedule. The City agrees to assess and collect user fees or rates for each municipal utility service provided by the City consistent with the fees or rates established by the City and applied for other similarly-situated property and projects (residential property and projects greater than five acres) in areas of the City receiving similar municipal services. Failure by the Owner to promptly pay any amount owed, including but not limited to the obligations set forth in this Section 9, will constitute a breach of this Agreement and the City may collect such amounts owing by utilizing the remedies set forth this Agreement, and further may withhold the issuance of building permits for improvements on the Property until such amount is paid.

14. Notices. Any notice or other communication required or permitted to be given under this Agreement will be in writing and will be deemed to have been given if (1) delivered to the party at the address set forth below during normal business hours, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, with sufficient postage, or (3) given to a recognized and reputable overnight delivery service, to the address set forth below, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section.

To City:

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

To Owners:

Walter Crutchfield  
VP 66 & Woody Mountain, LLC  
2502 E. Camelback Road, Suite 214  
Phoenix, AZ 85016

Notices will be deemed received (1) when delivered to the party, (2) three business days after being sent by U.S. mail, certified and return receipt requested, properly addressed, with sufficient postage, or (3) the following business day after being given to a recognized and reputable overnight delivery service.

15. General Provisions.

15.1 Further Assurances. Each party, promptly upon the request of the other, will take such further actions and will execute, acknowledge and deliver to the other any and all further instruments as may be necessary or proper to carry out the purpose and intent of this Agreement.

15.2 Successors and Assigns. All of the provisions hereof will inure to the benefit of and be binding upon the successors and assigns of the parties hereto pursuant to A.R.S. § 9-500.05(D), except as provided below. Owner's rights and obligations hereunder may only be assigned to a person or entity that has acquired the Property or a portion thereof and only by a written instrument, recorded in the official records of Coconino County, Arizona, expressly

assigning such rights and obligations. All rights and obligations of the Owner under this Agreement will constitute covenants that run with the land and will be binding on all of the Owner's respective successors and assigns, except as provided in Section 1.5.

15.2.1 Notwithstanding the foregoing, the City agrees that each Owner's ownership, operation, and maintenance obligations provided by this Agreement may be assigned to HOA(s) to be established by the respective Owner. Owner individually agrees to provide the City with written notice of any assignment of an Owner's rights or obligations within a reasonable period of time following such assignment.

15.2.2 Notwithstanding any other provisions of this Agreement, any Owner may assign all or part of its rights and duties under this Agreement to any financial institution from which such Owner has borrowed funds for developing the Property or a portion thereof.

15.3 Entire Agreement. This Agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes any prior written or oral understandings or agreements between the parties.

15.4 Modification of Agreement. This Agreement may be amended at any time by written amendment executed by and between the City and the Owner of the portion of the Property which is the subject of any such amendment. The balance of the Owners need not execute any such amendment for any such amendment to be effective, so long as such amendment does not alter the Applicable Rules for any portion of the Property owned by others. Where the amendment alters the Applicable Rules for Property owned by another party, that Owner must be a party to that amendment. All amendments to this Agreement must be recorded in the official records of Coconino County, Arizona, within ten (10) days following execution, as required by A.R.S. § 9-500.05(D).

15.5 Default. Failure of a party to perform a material obligation of this Agreement shall constitute a breach by that party of this Agreement and, if the breach is not cured within thirty (30) days after written notice thereof from the other party (the "Cure Period"), shall constitute a default under this Agreement provided; however, that if the failure is such that more than thirty (30) days would be reasonably required to perform such action or comply with any term or provision thereof then the breaching party shall have such additional time as may be necessary to perform or comply so long as the party commences performance or compliance within said 30 day period and diligently proceeds to complete such performance or fulfill such obligation. In the event a breach is not cured within the Cure Period, the non-defaulting party shall have all the rights and remedies that may be available under law or equity, including the right to institute an action for damages. Any Owner not in default shall not be liable under this Section for the default of any other Owner.

15.6 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement. Nothing in this Agreement shall constitute or be deemed to be a waiver by an Owner of its right to request future rezonings or changes in development standards for all or any

portion(s) of the Property pursuant to City procedures and requirements existing at the time of the request. Nothing in this Agreement shall be deemed to be a waiver by the City of the right to act, by approval or denial, on such rezoning or change. Further, nothing in this Agreement shall constitute or be deemed to be a waiver or relinquishment by an Owner of its rights to continue nonconforming uses of all or any portion(s) of the Property which may exist, or have existed, as of the date of this Agreement, subject to legal principles applicable to such non-conforming uses.

15.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which will constitute an original, but all of which will constitute one and the same agreement.

15.8 Terms. Common nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the person may in the context require; and the word “person” or “party” will include a corporation, limited liability company, firm, partnership, proprietorship, or other form of association.

15.9 Descriptive Headings. The descriptive headings throughout this Agreement are for convenience and reference only, and the words contained therein will in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

15.10 Construction of Agreement. This Agreement has been arrived at by negotiation and will not be construed against either party or against the party who prepared the last draft.

15.11 Recordation and Effect. This Agreement will be recorded by the City in its entirety, inclusive of all exhibits, in the official records of Coconino County, Arizona, as required by A.R.S. § 9-500.05(D).

15.12 Governing Law. This Agreement and the rights of the parties shall be governed by and construed in accordance with the laws of the State of Arizona.

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

15.14 Time of the Essence. Time is of the essence in implementing the terms of this Agreement.

15.15 Authorization. The execution and performance of this Agreement has been duly authorized by all necessary laws, resolutions, or corporate actions of the respective parties. The parties to this Agreement represent and warrant that the persons executing this Agreement have full authority to bind the respective parties.

15.16 Severability. If any provision or provisions of this Agreement, or the application thereof to any person or circumstance, is determined to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is so determined invalid or unenforceable, will not be affected

thereby, and each provision hereof will be valid and will be enforced to the fullest extent permitted by law.

15.17 Exhibits. All exhibits attached hereto are incorporated herein by reference as though fully set forth herein.

15.18 Dispute Resolution. If a dispute arises out of or relates to this Agreement and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure.

15.18.1 Mediation Procedure. Mediation will take place in Flagstaff, Arizona, be self-administered and be conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, New York 10017, (212) 949-6490, [www.cpradr.org](http://www.cpradr.org), with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties.

15.18.1.1 Commencement of Mediation. Either party may refer the dispute to mediation by sending by U.S. mail, certified and return receipt requested, to the other party or parties a written notice (the "Mediation Notice") calling on the other party or parties to proceed to mediation. The party or parties who have received a Mediation Notice will contact the party calling for mediation 7 days from receipt of the Mediation Notice to confirm receipt of the Mediation Notice and to begin the mediator selection process.

15.18.1.2 Mediator Selection. Unless the parties agree otherwise, the parties will select the mediator(s) from the roster of attorney mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. If the parties are unable to agree upon a mediator within 10 business days of the confirmation of receipt of Mediation Notice, each party will independently inform the Director of the Alternative Dispute Resolution Program of the Coconino County Superior Court (the "Director") of three attorney mediators from that roster that are acceptable to the party, and further, inform the Director of any preference as to matters such as whether co-mediation is preferable, mediation style, subject matter expertise, or other factors pertinent to the case. The Director will then select one or more attorney mediators from the parties' lists or such other attorney mediator(s) from the above noted roster as the Director may deem, in the Director's sole discretion, appropriate under the circumstances.

15.18.1.3 Fees and Costs. Each party agrees to bear its own fees and costs in mediation. The parties will enter into a written agreement with the mediator(s) regarding the mediator(s)' fees and expenses before the first mediation session. The parties will share equally the mediators' fees and mediation expenses.

15.18.1.4 Subsequent or Contemporaneous Contracts. The parties will include this provision in all subsequent or contemporaneous contracts relative to this matter, absent specific written agreement of the parties otherwise.

15.18.1.5 Participation in Mediation. The parties agree to encourage participation in mediation by all relevant parties. The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation.

15.18.1.6 Waiver. This section does not constitute a waiver of the parties' rights to arbitrate or initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

15.19 Venue and Attorneys Fees. Except as otherwise agreed by the parties, any litigation brought by either party against the other to enforce the provisions of this Agreement must be filed in the Coconino County Superior Court or in the United States District Court for the District of Arizona, if appropriate under 28 U.S.C. § 1331. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action will be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party, as well as expenses incurred in connection with the prosecution or defense of such action. For purposes of this Agreement, the term "attorneys' fees" or "attorneys' fees and costs" will mean the reasonable fees and expenses of in-house and outside counsel to the parties hereto, which may include reasonable printing, photocopying, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons performing services under the supervision of an attorney, and the reasonable costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section will survive the entry of any judgment, and will not merge, or be deemed to have merged, into any judgment.

15.20 Negation of Partnership. The parties specifically acknowledge that the Project will be developed as private property, that no party is acting as the agent of any other party in any respect, and that each party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. None of the terms or provisions of this Agreement are intended to create a partnership or other joint enterprise between the parties.

15.21 No Obligation to Develop Property. Except as expressly set forth in this Agreement, neither the City nor any Owner will be required to complete any part or all of the development of the Property.

15.22 No Third Party Beneficiaries. The City and Owner acknowledges and agree that the terms, provisions, and conditions of this Agreement are for the sole benefit of, and may be enforced solely by, the City and Owner, and none of the terms, provisions, conditions, and obligations are for the benefit of or may be enforced by any third party.

15.23 Compliance with All Laws. Owner will comply with all applicable Federal, State, County and City laws, regulations and policies.

15.24 Recitals. The Recitals set forth above are incorporated in this Agreement by reference as though fully restated.

16. Waiver of Claim for Diminution in Value. Each Owner hereby waives and fully releases any and all financial loss, injury, claims and causes of action that the Owner may have, now or in the future, for any “diminution in value” and for any “just compensation” under the Private Property Rights Protection Act, codified in A.R.S. §§ 12-1131 through 12-1138, (the “Act”) in connection with the application of the City’s existing land use laws and including Ordinance No. 2016-39 regarding the Property (collectively, the “Laws”). This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Laws with regard to the subject Property. Owner agrees to indemnify, hold harmless and defend City, its officers, employees and agents, from any and all claims, causes of actions, demands, losses and expenses, including attorney’s fees and litigation costs, that may be asserted by or may result from any of the present or future owners of any interest in the Property seeking potential compensation, damages, attorney’s fees or costs under the Act that they may have, as a result of the application of the Laws upon the Property.

17. Estoppel Certificate. Any Owner may request of the City Manager, and the City Manager shall, within thirty (30) calendar days, respond and certify by written instrument to the requesting party that (a) the CZP Ordinance is unmodified and in full force and effect, or if there have been modifications, that the CZP is in full force and effect as modified, stating the nature and date of such modification; (b) there is or is not a default under the CZP or this Agreement and the scope and nature of the default; and (c) the City has or does not have any existing or pending legal or equitable claims against any party with an ownership interest in the Property. In the event an Owner has not received an estoppel certificate within thirty (30) days from the date of the request, then in such event, that Owner shall be entitled to prepare an estoppel certificate and deliver the certificate to the City Manager, and such estoppel certificate shall be binding upon City.

[Signature page follows.]

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its duly authorized representatives, and the other Owner has signed the same on or as of the day and year first above written.

**City of Flagstaff,  
an Arizona municipal corporation  
“City”**

**VP 66 & Woody Mountain, L.L.C.,  
an Arizona limited liability company  
“Owner”**

By:  
Its:

\_\_\_\_\_  
Jerry Nabours, Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

City Attorney

STATE OF ARIZONA        )  
COUNTY OF COCONINO    )

ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, a Notary Public, personally appeared Jerry Nabours, Mayor of the City Flagstaff, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of the City of Flagstaff, for the purposes therein contained.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF ARIZONA        )  
COUNTY OF Maricopa    )

ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, a Notary Public, personally appeared \_\_\_\_\_, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of VP 66& Woody Mountain, L.L.C., an Arizona limited liability company, for the purposes therein contained.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_  
\_\_\_\_\_

## **LIST OF EXHIBITS**

Exhibit A      Legal Description of Property

Exhibit B      Legal Description of Annexation Property

Exhibit C      Concept Zone Plan

Exhibit D      Concept Zone Plan Ordinance

Exhibit --- REMAINING EXHIBITS TO BE INCLUDED AS DRAFT PROCEEDS

**CITY OF FLAGSTAFF**  
**STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Tiffany Antol, Planning Development Manager  
**Date:** 11/02/2016  
**Meeting Date:** 11/15/2016



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**TITLE:**

**Public Hearing, Consideration and Possible Adoption of Ordinance No. 2016-38:** A public hearing, consideration and adoption of an Ordinance of the City Council of the City of Flagstaff, extending and increasing the corporate limits of the City pursuant to the provisions of Title 9, Chapter 4, Arizona Revised Statutes, by annexing approximately 112.90 acres of land located at 3425 West Route 66, which certain land is contiguous to the existing corporate limits of the City of Flagstaff, and establishing city zoning for said land as Rural Residential (RR); providing for severability, authority for clerical corrections, and establishing an effective date. (*Timber Sky Annexation*)

**RECOMMENDED ACTION:**

- 1) Read Ordinance No. 2016-38 by title for the final time
- 2) City Clerk reads Ordinance No. 2016-38 by title for the final time (if approved above)
- 3) Adopt Ordinance No. 2016-38

**Executive Summary:**

Timber Sky Annexation

An Annexation request of approximately 112.90 acres located at 3425 West Route 66. The property is identified as Coconino County Assessor's Parcel Number 112-01-021 and includes adjacent right-of-way for West Route 66.

The Planning and Zoning Commission conducted public hearings to consider the annexation request. The Commission voted (6-0) to forward the request with a recommendation of approval.

**Financial Impact:**

The proposed Timber Sky development includes substantial public infrastructure that will ultimately be maintained by the City including the provision of daily services to the residents of Timber Sky. In general, the cost of maintenance and services to an area can be based on the benefit theory of taxation. When residential property is taxed soundly, over a period of time, it tends to be revenue neutral. Residential development is an essential element of the entire economic picture for the City.

The proposed Timber Sky project will provide a series of infrastructure improvements provided entirely by the applicant as well as in conjunction with the City of Flagstaff. Improved roadways, upgraded and extended sewer lines and additional water resources infrastructure are required for the development of this site. Many of these resources will be dedicated to the City of Flagstaff for continued maintenance and operation.

## Connection to Council Goal and/or Regional Plan:

### **COUNCIL GOALS:**

- Ensure Flagstaff has a long-term water supply for current and future needs
- Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
- Provide a well-managed transportation system
- Continue to implement the Flagstaff Regional Plan and focus efforts on specific plans

### **REGIONAL PLAN:**

*Policy LU.7.2. Require unincorporated properties to be annexed prior to the provision of City services, or that a pre-annexation agreement is executed when deemed appropriate.*

*Policy WR.4.3. Development requiring public utility services will be located within the Urban Growth Boundary.*

## Has There Been Previous Council Decision on This:

None

## Options and Alternatives:

The City Council may approve the ordinance as proposed, approve the ordinance with conditions, or deny the ordinance.

## Background/History:

A request by Vintage Partners (VP 66 & Woody Mountain, LLC) to annex approximately 112.90 acres located south of West Route 66 and north of I-40 between Woody Mountain Road and Flagstaff Ranch Road. The property subject to the annexation is Assessor's Parcel Number 112-01-021. The parcel is primarily vacant and was once part of the McAllister Ranch holdings. The site maintains significant forest, slope, and rock outcropping resources. The parcel is located within the Urban Growth Boundary as shown in the *Flagstaff Regional Plan 2030 (FRP 2030)*.

The *FRP 2030* designates this parcel as a mixture of Future Suburban and Future Employment area types. A portion of this parcel is also located within the pedestrian shed of a Suburban Activity Center located at the intersection of West Route 66 and Flagstaff Ranch Road. The Suburban area type allows a density range from two (2) to ten (10) residential units per acre with increased densities preferred within the pedestrian shed of six (6) residential units per acre or greater. The Employment area type is intended to provide for new manufacturing, research and development, flex space, industry incubators, professional office, and similar uses that range from high-intensity, mixed-use office centers, large business parks, warehouses, and distribution facilities to manufacturing and other heavy industrial areas. An Employment Center may include mixed-use; research and development offices; medical offices; office space; business park; retail, restaurant, and tourism center; light industrial; heavy-industrial; and live-work spaces.

This annexation is the first of a three-step process. The second being a Concept Zoning Map Amendment request to zone the subject parcel and the adjacent parcel to a combination of High Density Residential, Medium Density Residential, Single-family Residential, Commercial Services and Public Open Space for a 1,300 unit master planned community. The Concept Zoning Map Amendment application processed concurrently with this application will not become effective until after the annexation is completed. A full Concept Zoning Map Amendment policy analysis can be found in that staff report. The third part of this request is approval of a Preliminary Block Plat for the entire development site.

**Key Considerations:**

Annexations are adopted by the City Council via ordinance. Ordinance No. 2016-38 annexes 112.90 acres located at 3425 West Route 66 and the adjoining West Route 66 right-of-way into the City of Flagstaff.

**Community Benefits and Considerations:**

Community benefits and considerations related to this request are addressed in more detail in the attached Planning and Zoning Commission Staff Report, dated September 28, 2016. Annexing this property provides for extended development opportunities in western Flagstaff and provides necessary infrastructure improvements to support future development.

**Community Involvement:****Inform/Consult**

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for annexation. In accordance with State statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 300 feet of the site. The notices were also provided to the County Recorder, County Assessor, County Community Development Department, and the Chair of the Board of Supervisors.

The applicant held two neighborhood meetings in regards to this case. The first meeting was Tuesday, December 8, 2015, between 6:00pm and 8:00pm, at the Kilted Cat. Twenty-nine individuals attend the first meeting. The second meeting was held Monday, January 11, 2016, also between 6:00pm and 8:00pm, at the Doubletree Hotel. Sixteen individuals attended this second meeting. Attendees had questions and concerns in regards to traffic and public safety, outdoor lighting impacts, impacts to wildlife, protection of forest resources and general project design. A citizen participation report was prepared in relation to the comments and concerns presented dated March 10, 2016 and is attached to the Concept Zoning Map Amendment report for review .

The Planning & Zoning Commission held public hearings on Wednesday, September 28, 2016 and October 12, 2016 at 4 pm. At the first public hearing, three members of the public spoke on the subject cases. Concerns were presented in relation to potential downstream stormwater impacts and traffic impacts. At the second hearing, 11 member of the public spoke on the subject case. Nine of those that spoke were in favor of the project. Two presented concerns in relation to drainage and traffic.

**Expanded Options and Alternatives:**

- (Recommended Action): The City Council may approve the Annexation as recommended by the Planning and Zoning Commission and staff by reading and adopting Ordinance No. 2016-38.
- The City Council may approve the Annexation with conditions of approval.
- The City Council may deny the Annexation.

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**Attachments:**     [Annexation Application](#)  
                          [P&Z Staff Report](#)  
                          [Annexation Legal Description](#)  
                          [Public Hearing Notice](#)  
                          [Letter from Coconino County](#)  
                          [Timber Sky Annexation Ordinance](#)



# City of Flagstaff

211 W. Aspen Ave P: (928) 213-2618  
 Flagstaff, AZ 86001 F: (928) 779-7684  
 www.flagstaff.az.gov

## Community Development Division

FEB 10 2016

DEC 17 2015

**ANX**

Date Received		<b>Application for Annexation</b>		File Number <b>DEV15-036</b>
Property Owner(s) VP 66 & Woody Mountain, LLC	Title	Phone 602-459-9925	Email duane@vintagevp.com	
Mailing Address 2502 East Camelback Rd., Suite 214			City, State, Zip Phoenix, Arizona, 85016	
Applicant Bergin, Frakes, Smalley & Oberholtzer, PLLC	Title	Phone 602-888-7860	Email coberholtzer@bfsolaw.com	
Mailing Address 4455 East Camelback Road, Suite A-205			City, State, Zip Phoenix, Arizona, 85018	
Project Representative Carolyn Oberholtzer	Title	Phone 602-888-7860	Email coberholtzer@bfsolaw.com	
Mailing Address 4455 East Camelback Road, Suite A-205			City, State, Zip Phoenix, Arizona, 85018	

Site Address 3425 W. Route 66 <i>3801 W Rt 66</i>	Parcel number(s) 112-01-021	Subdivision, Tract & Lot Number N/A
Existing Zoning District G	Existing Regional Plan Land Use Category Future Suburban and Future Employment	
Proposed Zoning District RR	Proposed Regional Plan Land Use Category No Change	
Present Use Undeveloped	Proposed Use Residential Planned Community	

**Summarize Reason for Request (Attach additional sheets if necessary):**  
 VP 66 & Woody Mountain, LLC ("Owner"), owns approximately 197.6 acres located west of the southwest corner of Route 66 and Woody Mountain Road. Currently, the eastern 90.42 acres of the property are within the City of Flagstaff's municipal boundaries. Owner desires to pursue the annexation of the remaining 107.16 acres into the City to plan and develop both properties in a single jurisdiction as the Woody Mountain master planned community, a diverse residential project.  
 Upon annexation and development, Woody Mountain will bring an additional tax base to the City and help to complete the infrastructure in the City's west side. Also, because the City has plans to annex the future McAllister Public Works site just north of Route 66, this annexation will provide for more consistent City boundaries on both sides of the regionally significant route. See Attached Narrative for Further Description

**Note:**  
 Indicate how the annexation will not be detrimental to the majority of persons or properties in the surrounding area, or to the community in general. If a modification to the Regional Land Use and Transportation Plan or a Zoning Map Amendment is requested, clearly state the reasons for such changes (a separate application is required).

Property Owner Signature <i>[Signature]</i>	Date 4/16/15	Applicant Signature <i>[Signature]</i>	Date 4/16/15
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**For City Use**

Date Filed: 4/21/15	Fee Receipt Number:	Amount: 1788 <sup>00</sup>	Date: 4-21-15
Type of Request: <input type="checkbox"/> Annexation		<input type="checkbox"/> Continued	

Publication and Posting Date(s):	File Number:
<b>Action by Planning and Zoning Commission:</b>	<b>Action by City Council</b>
Hearing Date:	Hearing Date:
<input type="checkbox"/> Approved <input type="checkbox"/> Continued	<input type="checkbox"/> Approved <input type="checkbox"/> Continued
<input type="checkbox"/> Denied	<input type="checkbox"/> Denied

Staff Assignments	Planning <i>Jibeny</i>	Engineering <i>Dana</i>	Fire <i>Kent</i>	Stormwater <i>Chris</i>	Utilities/PW <i>Jim</i>
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PSPP 2013 0018

**PLANNING AND DEVELOPMENT SERVICES DIVISION**  
**ANNEXATION REPORT**

**PUBLIC HEARING**  
**PZ-15-00115-02**

**DATE:** **September 20, 2016**  
**MEETING DATE:** **September 28, 2016**  
**REPORT BY:** **Tiffany Antol, AICP**

**REQUEST:**

An annexation request of approximately 112.90 acres located at 3425 West Route 66. The property is identified as Coconino County Assessor's Parcel Number 112-01-021. This annexation request is the first part of a three-part request. The second is a Concept Zoning Map Amendment and the third is a Preliminary Block Plat.

**STAFF RECOMMENDATION:**

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

**PRESENT LAND USE:**

The subject site consists of mostly undeveloped land in the General (G) Zone under Coconino County jurisdiction. A former ranch house and accessory structures is centrally located within the project boundaries.

**PROPOSED LAND USE:**

If this annexation is approved, the property will be designated with Rural Residential (RR) zoning within Lighting Zone I. The accompanying zoning map amendment will change the zoning on the property from the Rural Residential (RR) Zone to a mix of High Density Residential (HR), Medium Density Residential (MR), Single-family Residential (R1), Commercial Service (CS) and Public Open Space (POS) for a 1300 dwelling unit development called Timber Sky. The property will also be placed in the Resource Protection Overlay (RPO) zone as part of the Zoning Map Amendment.

**NEIGHBORHOOD DEVELOPMENT:**

North: W Route 66; Clay Avenue Wash Detention Basin owned by the City of Flagstaff in the Rural Residential (RR) Zone.  
East: Vacant land in the Rural Residential (RR) Zone and General (G) Zone under Coconino County jurisdiction.  
South: I-40; W.L. Gore Woody Mountain Campus in the Research and Development (RD) Zone.  
West: Vacant land and an APS substation in the Commercial Heavy (CH-10,000) Zone, Vacant Land and the Coca-Cola Plant in the Light Industrial (M1-10,000) Zone and Vacant Land in the General (G) Zone all under Coconino County jurisdiction.

**REQUIRED FINDINGS:**

The Commission shall find that the requested annexation complies with Section 9-471 of the Arizona Revised Statutes; the applicable goals and policies set forth in the City's General Plan, "Flagstaff Regional Plan 2030"; and Division 10-20.90 of the *Flagstaff Zoning Code*.

**STAFF REVIEW:**

**INTRODUCTION/BACKGROUND:**

A request by Vintage Partners (VP 66 & Woody Mountain, LLC) to annex approximately 112.90 acres located south of West Route 66 and north of I-40 between Woody Mountain Road and Flagstaff Ranch Road. The property subject to the annexation is Assessor's Parcel Number 112-01-021. The parcel is primarily vacant and was once part of the McAllister Ranch holdings. The site maintains significant forest, slope, and rock outcropping resources. The parcel is located within the Urban Growth Boundary as shown in the *Flagstaff Regional Plan 2030 (FRP 2030)*.

The *FRP 2030* designates this parcel as a mixture of Future Suburban and Future Employment area types. A portion of this parcel is also located within the pedestrian shed of a Suburban Activity Center located at the intersection of West Route 66 and Flagstaff Ranch Road. The Suburban area type allows a density range from 2 to 10 residential units per acre with increased densities preferred within the pedestrian shed of 6 residential units per acre or greater. The Employment area type is intended to provide for new manufacturing, research and development, flex space, industry incubators, professional office, and similar uses that range from high-intensity, mixed-use office centers, large business parks, warehouses, and distribution facilities to manufacturing and other heavy industrial areas. An Employment Center may include mixed-use; research and development offices; medical offices; office space; business park; retail, restaurant, and tourism center; light industrial; heavy-industrial; and live-work spaces.

This annexation is the first of a three-step process. The second being a Concept Zoning Map Amendment request to zone the subject parcel and the adjacent parcel to a combination of High Density Residential, Medium Density Residential, Single-family Residential, Commercial Services and Public Open Space for a 1300 unit master planned community. The Concept Zoning Map Amendment application processed concurrently with this application will not become effective until after the annexation is completed. A full Concept Zoning Map Amendment policy analysis can be found in that staff report. The third part of this request is approval of a Preliminary Block Plat for the entire development site.

**ARIZONA STATE STATUTE COMPLIANCE:**

State statutes only allow the City to adopt a zoning classification that permits densities, intensities, and uses no greater than those permitted by the County immediately before the annexation. The current county zoning is G, General that requires ten-acre minimum lot size. The most similar city zoning district is the RR, Rural Residential District, which provides for one dwelling unit per acre where utility infrastructure and public roads are available and five dwelling units per acre where utility infrastructure and public roads are not available.

**FLAGSTAFF REGIONAL PLAN 2030 CONFORMANCE:**

**Policy/Analysis**

All proposed annexations shall be evaluated as to whether the application is consistent with the policies of the General Plan. The proposed annexation should not be detrimental to the majority of the persons or property in the surrounding area or the community in general. The City's basic position regarding annexation is that the annexation must demonstrate a favorable benefit to the taxpayers of the City.

The Regional Plan establishes growth boundaries to reduce sprawl development, and where possible, to promote a more compact development pattern with efficient infrastructure within the City. Outward expansion may be a demonstrated growth need in balance with infill development. Undeveloped lands within the urban growth boundary are excellent locations for such expansions. The Flagstaff West Side Small Area Plan and Infrastructure Study was prepared in 1999 as an update of the 1989 West Side Study Area Concept Plan. These plans examined the current and future infrastructure needs of the area as well as provided updates to the land use plans for the area. By directing growth to well-defined, contiguous areas, development is more efficiently served; open lands and natural resources can be better protected; public facilities and services can be delivered more effectively; and neighborhoods can provide a greater range of options for housing types. The following policies are considered by staff to be the most pertinent to this annexation:

### **FRP 2030**

**Policy LU.7.2. Require unincorporated properties to be annexed prior to the provision of City services, or that a pre-annexation agreement is executed when deemed appropriate.**

**Policy WR.4.3. Development requiring public utility services will be located within the Urban Growth Boundary.**

### **Summary of Regional Plan & Annexation Compliance**

This parcel is located within the Urban Growth Boundary and all infrastructure necessary to serve the development will be provided upon annexation. The proposed annexation is consistent with the goals and policies of the *Flagstaff Regional Plan 2030* and furthermore the application complies with all the requirements set forth in the Arizona Revised Statutes related to annexations.

### **PUBLIC FACILITIES AND SERVICE IMPACT ANALYSIS:**

#### **Traffic/Access/Pedestrian/Bicycle Impact**

The site is bounded on the north by West Route 66, on the east by Woody Mountain Road, and on the south by Interstate 40. Vehicular access to the site will be provided from West Route 66 and Woody Mountain Road. A Traffic Impact Analysis was prepared for the applicant by CivTech, Inc. to demonstrate the anticipated traffic volumes generated from the proposed development. The City Traffic Engineer has reviewed the TIA and subsequently accepted the results subject to conditions. ADOT has also reviewed and conditionally approved the TIA. The results of the TIA and specific roadway requirements will be addressed in the subsequent reports for the Concept Zoning Map Amendment and Preliminary Block Plat.

The project site is not currently serviced by transit. This area is identified in the *FRP 2030* for future service. Pedestrian and bicycle access to the subject property is limited. There are currently no sidewalks along West Route 66 or Woody Mountain Road near this project. Bike lanes are provided along West Route 66 up to Woodlands Village Boulevard beyond which a striped shoulder exists continuing out to the subject property. Future access for both pedestrians and bicycles will be possible through Presidio in the Pines into Boulder Pointe and beyond once the roadways within Presidio in the Pines are fully constructed.

#### **Water System Analysis**

A Water and Sewer System Analysis was prepared on behalf of the City. The closest source of Zone A+ water for this site are an 18" waterline located within West Route 66 along the northern property boundary and a 12" waterline located in Woody Mountain Road. These existing Zone A+ waterlines are fed by the

Railroad Springs tank and a booster pump located in Railroad Springs Subdivision. A minimum of three connections will need to be made to the existing distribution system for this development. The applicant is proposing and will be required to provide a looped water system from West Route 66 to Woody Mountain Road. The applicant will also be required to allow for future accessibility to adjacent undeveloped parcels. The proposed development plan associated with this request creates water supply demands that the current City of Flagstaff water resources cannot provide. The applicant will be required to construct a well or multiple wells necessary to meet the proposed developments' average daily usage and dedicate the well(s) to the City of Flagstaff. This will also be covered in more detail in the subsequent reports.

### **Sewer System Analysis**

The Water and Sewer System Analysis identified two possible connection points to the City sewer system. The nearest existing sewer line is located along Woody Mountain road where there is an 8' PVC sewer main. The second is the yet-to-be constructed Westside Sewer line extension to the existing 18" PVC sewer interceptor located in Adirondack Avenue. The Rio De Flag Wastewater Treatment Plant, which is currently operating below maximum capacity, will treat all sewage collected in these lines. Modification to the existing sewer collection system will be required for the applicants proposed development plan. The first improvement includes replacement of the 8" sewer line with an 18" sewer line for a stretch of approximately 3,100 feet along Thompson Street and West Kaibab. This is a planned City of Flagstaff project that is budgeted for fiscal year 2021. The second off-site sewer improvement includes installation of the 18" sewer line connecting Adirondack Avenue to the project site. This reach of the proposed Westside Sewer Line Extension is approximately 5,170 feet in length and runs along the Clay Avenue Wash adjacent to the McAllister Ranch. The City of Flagstaff will be extending the Westside Sewer Line to within 300 feet of West Route 66 in order to serve the Cores Services facility located north of the subject site.

### **Stormwater**

A Preliminary Drainage Report and Drainage Impact Analysis has been prepared for property. In lieu of a downstream analysis, the project has elected to store the volumetric flow difference between the pre-development conditions and the post-development conditions on-site. Timber Sky will have an open space corridor that will manage major portions of the stormwater on the project site. LID requirements will be met per City standards. The Stormwater Manager has provided preliminary acceptance of the proposed on-site mitigation and LID methods.

### **Parks and Recreation:**

The City of Flagstaff Parks and Recreation Organizational Master Plan identifies a future community scale park (20+ acres) within the westside area. The current Flagstaff Regional Plan 2030 does not identify a park at this location. While zoning regulations do require some type of open space areas, they do not require the dedication of land and facilities for the development of public parks.

The Zoning Code requires residential developments with 50 or more dwelling units to provide a minimum of five percent of the site in civic spaces that are either privately held and open to the public or publicly owned and set aside as a civic space. Development with the High Density Residential and Medium Density Residential require a total of 15% open space be provided as well. Any project developed as a Planned Residential Development also requires 15% open space. Resource preservation such as floodplains, slopes, and forests may be used to satisfy this standard and includes active and passive recreation uses, landscape areas, and community gardens. The applicant has provided more detailed open space and civic space allocations as part of their Concept Zoning Map Amendment request.

In order to offset the parks and recreation demands of the proposed development, on-site active and passive recreation amenities have been incorporated into the community to meet the civic and open space requirements. Those amenities include a clubhouse, pickle ball court, walking trails, BBQ grills, picnic tables and a pavilion, the locations of which will be determined through site plan review. The developer will also be required to provide Flagstaff Urban Trail System (FUTS) improvements along the West Route 66 frontage and through the open space corridor to the southwestern portion of the of the property and an in-lieu contribution to the portion of the FUTS along Woody Mountain Road as part of the roadway edge improvements.

**Schools:**

The proposed development of the subject site is anticipated to increase students within the local school district. The project has been reviewed by Flagstaff Unified School District (FUSD), which has stated that Marshall Elementary is not accepting additional students at this time so elementary students from this project will need to attend either Sechrist or Kinsey elementary schools or in the future the FUSD may re-district the school boundaries to assure efficiencies.

**Fire Protection:**

According to Fire Department staff, the site is within the desired four-minute response time from Fire Station No. 1, located at 1972 S. Thompson Drive.

**ZONING REQUIREMENTS FOR PROPOSED ZONING:**

As was noted above, if annexed, the property will need to be brought into the City as a zone similar to the existing County zoning. In this case, the City's RR, Rural Residential Zone, best matches the county G, General Zone. Arizona statutes require that once annexed, the zoning is to remain in place for a period of 30 days. As a result, an ordinance modifying the zoning must include an effective date 30 plus days after the annexation ordinance becomes effective. The Concept Zoning Map Amendment application and the staff report have been provided in conjunction with this application and will explain the proposed High Density Residential (HR) Zone, Medium Density Residential (MR) Zone, Single-family Residential (R1) Zone, Commercial Service (CS) Zone, and Public Open Space (POS) Zone.

**OTHER REQUIREMENTS:**

**Citizen Participation**

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for annexation. In accordance with State statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 300 feet of the site. The notices were also provided to the County Recorder, County Assessor, County Community Development Department, and the Chair of the Board of Supervisors.

The applicant held two neighborhood meetings in regards to this case. The first meeting was Tuesday, December 8, 2015, between 6:00pm and 8:00pm, at the Kilted Cat. Twenty-nine individuals attend the first meeting. The second meeting was held Monday, January 11, 2016, also between 6:00pm and 8:00pm, at the Doubletree Hotel. Sixteen individuals attended this second meeting. Attendees had questions and concerns in regards to traffic and public safety, outdoor lighting impacts, impacts to wildlife, protection of forest resources and general project design. A citizen participation report was prepared in relation to the comments

and concerns presented dated March 10, 2016 and is attached to the Concept Zoning Map Amendment report for review.

**RECOMMENDATION:**

Two public hearings are required for the associated Concept Zoning Map Amendment because the development includes more than 300 residential dwelling units.

At the September 28, 2016 Commission meeting staff recommends opening the public hearing and continuing the hearing until October 12, 2016.

For the October 12, 2016 Commission meeting staff recommends that the Commission forward the annexation request to the City Council with a recommendation of approval.

**ATTACHMENTS:**

- Application
- Annexation Legal Description and Map
- Public Hearing Legal Advertisements
- Letter from Coconino County in regards to right-of-way
- Heritage Preservation Commission Report dated 2-26-16

## PROPERTY BOUNDARY DESCRIPTION

A portion of that parcel of land described in Instrument No. 3700862, Records of Coconino County, Arizona (RCC), herein after referred to as Parcel A, and a portion of U.S. Highway 66, situated in the west half of Section 19, Township 21 North, Range 7 East, and the east half of Section 24, Township 21 North, Range 6 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING for reference at a found United States Department of Agriculture brass cap at the quarter common to said sections;

Thence South  $00^{\circ}19'17''$  West, 662.98 feet along the line common to said sections to a found 1" iron pipe on the existing corporate boundary of the City of Flagstaff, Arizona, and the POINT OF BEGINNING;

Thence South  $00^{\circ}18'19''$  West, 663.18 feet along said common section line and said corporate boundary to a found 1" iron pipe;

Thence South  $00^{\circ}12'37''$  West, 264.56 feet along said common section line and said corporate boundary to a found 1/2" rebar with cap marked "RLS 18215 at a point of non-tangency on the southerly line of said Parcel A and the northerly line of U.S. Interstate Highway 40 at a point of non-tangency through which a radial line bears South  $15^{\circ}10'12''$  West;

Thence northwesterly, 842.38 feet along said southerly and northerly lines along the arc of a 9,798.23 foot radius curve, concave to the northeast, having a central angle of  $04^{\circ}55'33''$  to a found 1-1/2" aluminum cap marked "ARENCO PE 971 LS 4321" at a point of compound curvature through which the back radial bearing bears South  $20^{\circ}05'45''$  West and the forward radial bearing bears South  $19^{\circ}23'57''$  West;

Thence northwesterly, 280.77 feet along said southerly and northerly lines along the arc of a 11,103.47 foot radius curve, concave to the northeast, having a central angle of  $01^{\circ}26'56''$  to a found brass cap marked "AZ HWY DEPT 1966 ELEV 7076.133";

Thence North  $69^{\circ}11'00''$  West, 293.93 feet along said southerly and northerly lines to a found cap marked "LS 21061 at the southwest corner of said Parcel A and southeast corner of an Arizona Public Service Company parcel;

Thence North  $00^{\circ}08'31''$  East, 351.95 feet along the east line of said Arizona Public Service Company parcel and the west line of said Parcel A to a found 5/8" rebar at the northeast corner of said Arizona Public Service Company parcel and the southeast corner of that parcel described in Instrument No. 3423804, RCC;

Thence North  $00^{\circ}08'31''$  East, 676.53 feet along the east line of said parcel described in Instrument No. 3423804 and the west line of said parcel A to a found 2" aluminum cap

marked "NES LS 14671" at the northeast corner of said parcel described in Instrument No. 3423804 and the southeast corner of Lot 11, Flagstaff Ranch Business Park Unit Two, Instrument No. 3457467, RCC;

Thence North 00°08'31" East, 103.98 feet along the east line of said Lot 11 and said west line of Parcel A to a found 1-1/2" aluminum cap marked ARENCO PE 971 LS 4321;

Thence North 00°51'16" West, 132.89 feet along said east and west lines to a found 2" aluminum cap marked "NES LS 14671 at the northeast corner of said Lot 11 and the southeast corner of Lot 10 of said Flagstaff Ranch Business Park

Thence North 01°03'29" West, 237.96 feet along the east line of said Lot 10 and said west line of parcel A to a found 1/2" rebar and cap marked "RLS 18215" at the northeast corner of said Lot 10 and the southeast corner of that parcel described in Instrument No. 3445762, RCC;

Thence North 00°59'31" West, 278.78 feet along the east line of said parcel and the west line of said Parcel A to a found cap marked "RLS 25083 at the northeast corner of said parcel described in Instrument No. 3445762 and the southeast corner of that parcel described in Instrument No. 3075167, RCC;

Thence North 01°00'03" West, 58.30 feet along the east line of said parcel described in Instrument No. 3075167, RCC to a found 1/2" rebar with cap marked "LS 16630 RLS 18215" at a corner of said Parcel A and the southwest corner of that parcel described in Instrument No. 3485184, RCC;

Thence South 72°48'08" East, 631.20 feet along the southerly line of said parcel and the northerly line of said Parcel A to a found 1/2" rebar with cap marked "LS 16630 RLS 18215" at a corner of said Parcel A and the southeast corner of that parcel described in Instrument No. 3485184, RCC;

Thence North 18°08'54" East, 593.97 feet along the east line of said parcel and the west line of said Parcel A to a found 2" aluminum cap marked "NES LS 14671" on the southerly line of U.S. Highway 66;

Thence North 17°12'44" East, 131.92 feet to a point on the northerly line of U.S. Highway 66;

Thence South 72°47'16" East, 519.61 feet along said northerly line to a found 2" diameter aluminum cap at the intersection of said northerly line and the section line common to said Sections 24 and 19;

Thence South 72°44'19" East, 1356.01 feet along said northerly line to a found 1-1/2" diameter aluminum cap marked "ARENCO PE 971 LS 4321" at the intersection of said northerly line and the existing corporate boundary of the City of Flagstaff, Arizona;

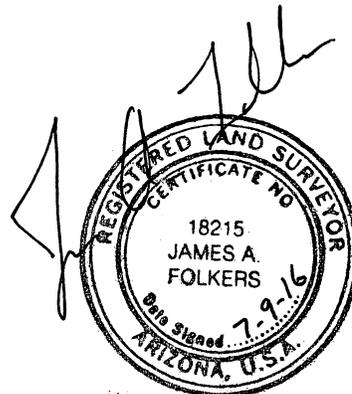
Thence South 01°06'37" East, 138.97' along said existing corporate boundary of the City of Flagstaff, Arizona, to a found 1-1/2" aluminum cap marked "ARENCO PE 971 LS 4321" at the intersection of said corporate boundary and the southerly line of said U.S. Highway 66;

Thence South 00°25'10" East, 1,172.77 feet along said existing corporate boundary of the City of Flagstaff, Arizona;

Thence South 89°47'20" West, 1,274.74 feet along said existing corporate boundary of the City of Flagstaff, Arizona to the POINT OF BEGINNING.

CONTAINING 4,918,067 square feet (112.90 acres), more or less, as shown on the Exhibit A drawing which is attached hereto and made a part hereof.

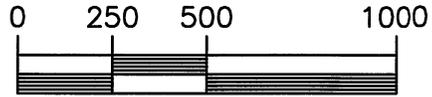
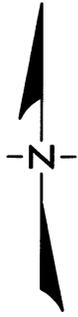
Prepared by:  
James A. Folkers, RLS  
Woodson Engineering & Surveying, Inc.  
124 N. Elden Street  
Flagstaff, Arizona 86001  
Project No. 114050



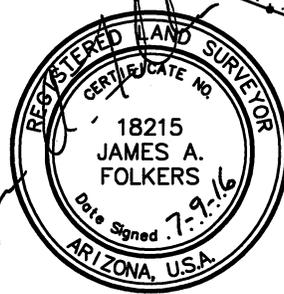
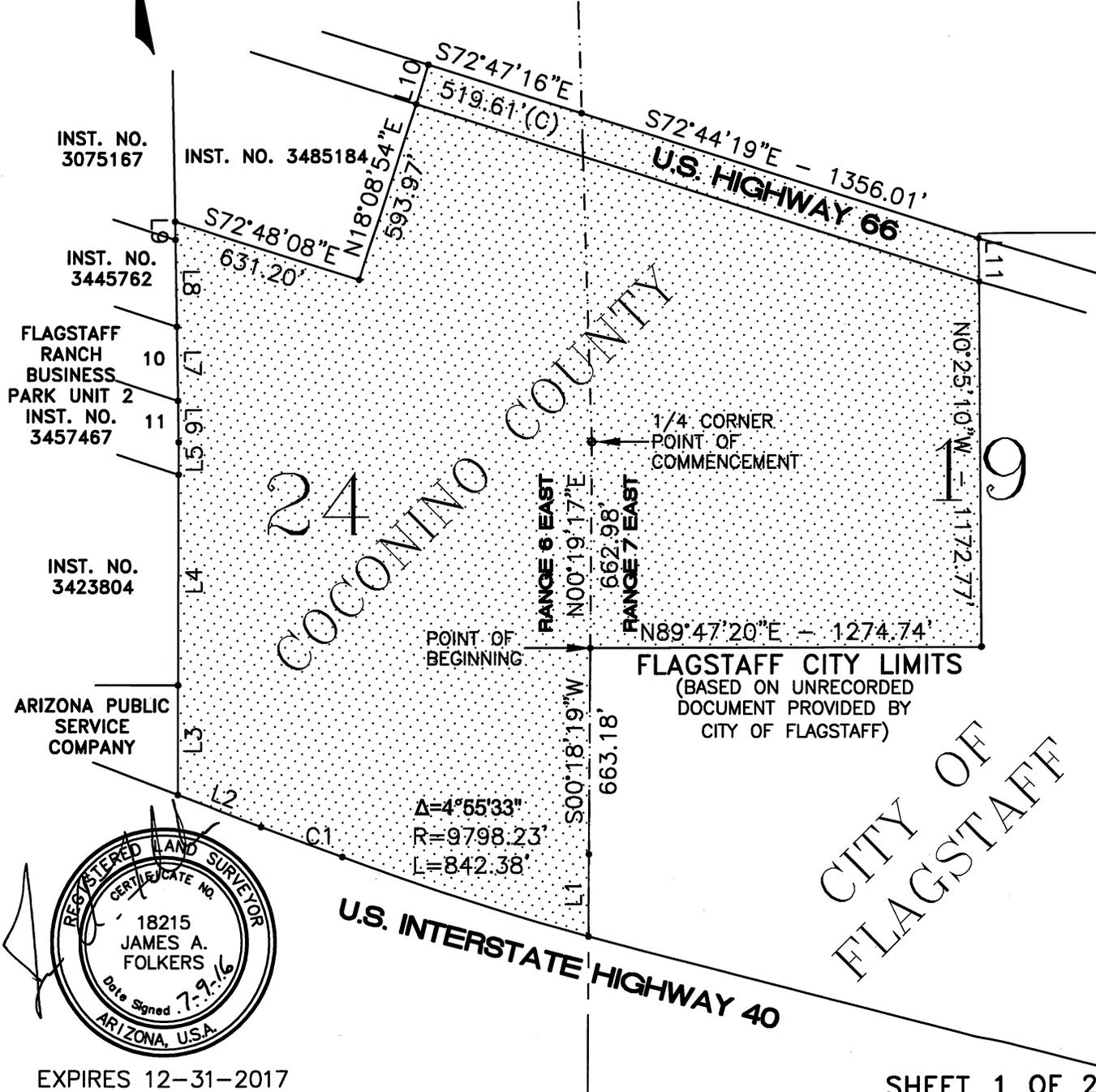
EXPIRES 12-31-2017

# EXHIBIT "A"

PORTIONS OF SECTION 24, TOWNSHIP 21 NORTH, RANGE 6 EAST,  
AND SECTION 19. TOWNSHIP 21 NORTH, RANGE 7 EAST,  
GILA AND SALT RIVER MERIDIAN,  
CITY OF FLAGSTAFF & COCONINO COUNTY, ARIZONA,  
CONTAINING 4,918,067 FT. (±112.90 ACRES)



SCALE: 1" = 500'



EXPIRES 12-31-2017

SHEET 1 OF 2

DRAWN BY: JAF  
DATE: 6-2016  
FN: ANNEX EX  
PROJECT NO.: 114050

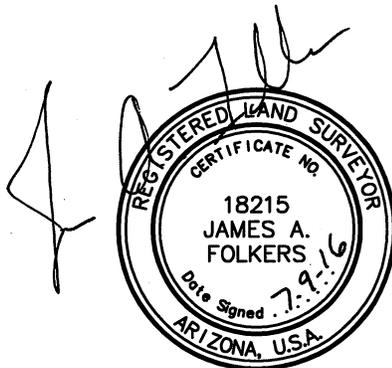
**WOODSON**  
**ENGINEERING AND SURVEYING, INC.**  
124 N. ELDEN ST.  
FLAGSTAFF, AZ 86001  
PHONE: (928) 774-4636 FAX: (928) 774-4646

PROPOSED ANNEXATION

# EXHIBIT "A"

LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	S00° 12' 37"W	264.56'
L2	N69° 11' 00"W	293.93'
L3	N00° 08' 31"E	351.95'
L4	N00° 08' 31"E	676.53'
L5	N00° 08' 31"E	103.98'
L6	N00° 51' 16"W	132.89'
L7	N01° 03' 29"W	237.96'
L8	N00° 59' 31"W	278.78'
L9	N01° 00' 03"W	58.30'
L10	N17° 12' 44"E	131.92'
L11	S01° 06' 37"E	138.97'

CURVE TABLE			
CURVE NO.	DELTA	RADIUS	LENGTH
C1	01°26'56"	11,103.47'	280.77'



EXPIRES 12-31-2017

SHEET 2 OF 2

DRAWN BY: JAF	<b>WOODSON</b> <b>ENGINEERING AND SURVEYING, INC.</b> 124 N. ELDEN ST. FLAGSTAFF, AZ 86001 PHONE:(928)774-4636 FAX:(928)774-4646	PROPOSED ANNEXATION
DATE: 6-2016		
FN: ANNEX EX		
PROJECT NO.:114050		

# NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that the Flagstaff Planning and Zoning Commission will hold public hearings on Wednesday, September 28, 2016 and October 12, 2016 at 4:00 p.m. and the City Council will hold a Public Hearing on Tuesday, November 1, 2016, at 6:00 p.m. to consider the following:

## A. Explanation of Matters to be Considered:

1. A proposed annexation of approximately 112.90 acres of land into the City of Flagstaff as described in Part B below in addition to a portion of the W Route 66 right-of-way. The annexation is requested in order to incorporate an existing parcel of land and adjacent rights-of-ways into the City limit for a 1300 residential dwelling unit development known as Timber Sky.

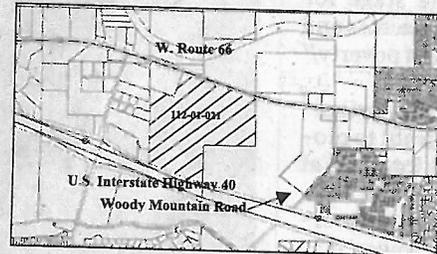
## B. General Description of the Affected Area:

Approximately 112.90 acres located at 3425 W Route 66, Coconino County Assessor's Parcel Number 112-01-021 and a portion of the W Route 66 right-of-way, located in the west half of Section 19, T21N, R6E, of the G&SRM, Coconino County, Arizona, as shown on the adjacent map.

Interested parties may file comments in writing regarding the proposed annexation or may appear and be heard at the hearing date set forth above. Maps and information regarding the proposed annexation are available at the City of Flagstaff, Planning and Development Services Division, 211 West Aspen Avenue.

Unless otherwise posted, all meetings are held in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona

## PROPOSED ANNEXATION MAP



☐ Area of proposed annexation

**ADDRESS:** 3425 W Route 66  
**APNs:** 112-01-021  
**ACRES:** Approximately 112.90 Acres  
Coconino County



For further information, please contact:

**Tiffany Antol**  
Planning Development Manager  
Planning & Development Services Div.  
211 West Aspen Avenue  
Flagstaff, Arizona 86001

**928-213-2608**  
Email: [tantol@flagstaffaz.gov](mailto:tantol@flagstaffaz.gov)

*Publish: September 10, 2016*



Mike Lopker  
Interim Director

Lucinda Andreani  
Deputy Director

Scott Tkach, PE  
County Engineer

Carl Fuller  
Road Maintenance  
Superintendent

Byron Browning  
Fleet Services Manager

Minerva Ramirez-Lopez  
Administrative Manager

Allie Stender  
Program Manager

Ron Hollamon  
Solid Waste Manager

Marc Della Rocca  
Community Relations  
Manager

May 10, 2016

Tiffany Antol, AICP, CFM  
Planning Development Manager  
City of Flagstaff Community Development  
211 W. Aspen Avenue  
Flagstaff, AZ 86001

RE: Potential Annexation of W. Route 66

Dear Ms. Antol,

Coconino County fully supports the City of Flagstaff's intention to annex a portion of West Route 66 along its frontage with the proposed Timber Sky subdivision. This segment of West Route 66 is currently under the jurisdiction of Coconino County.

With continued growth west of the Flagstaff City Limits resulting in larger and more urbanized developments, it makes sense for the City of Flagstaff to annex the above mentioned segment of West Route 66 in order to implement controlled access requirements that will benefit the City's short and long term goals. Also, developments of this type are more suited to City codes and ordinances rather than the County's. The road will be designed to City standards.

Again, Coconino County fully supports the City of Flagstaff's proposed annexation of this portion of West Route 66. Please let us know if there is anything the County can do to assist the City with the proposed annexation.

Sincerely,



Scott Tkach, PE  
County Engineer

C: Art Babbott, District 1 Supervisor, Coconino County Board of Supervisors  
Mike Lopker, Director, Coconino County Public Works

**ORDINANCE NO. 2016-38**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARIZONA REVISED STATUTES, BY ANNEXING CERTAIN LAND TOTALING APPROXIMATELY 112.90 ACRES LOCATED AT 3425 WEST ROUTE 66, WHICH LAND IS CONTIGUOUS TO THE EXISTING CORPORATE LIMITS OF THE CITY OF FLAGSTAFF, AND ESTABLISHING CITY ZONING FOR SAID LAND AS RURAL RESIDENTIAL (RR); PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE**

**RECITALS:**

WHEREAS, petitioner, VP 66 & Woody Mountain LLC, owns a certain 107.73 acre parcel of land located at 3425 West Route 66 (the "Property"), which is located within Coconino County, Arizona, as property adjacent to the boundaries of the City of Flagstaff, and described in Exhibit A (APN 112-01-021), attached to and made a part hereof; and

WHEREAS, Coconino County maintains jurisdiction of the adjacent 5.17 acres of right-of-way known as West Route 66, which is also described in Exhibit A ("US Highway 66"), attached to and made a part hereof; and

WHEREAS, a petition in writing ("Petition") accompanied by a map of the Property, having been filed and presented to the Mayor and Council of the City of Flagstaff, Arizona, signed by the owners of one-half or more in value of the real property and more than one-half of the persons owning real and personal property as would be subject to taxation by the City of Flagstaff in the event of annexation of the territory and land hereinafter described as shown by the last assessment of Property, which said territory is contiguous to the City of Flagstaff and not now embraced within its corporate limits, asking that the Property be annexed to the City of Flagstaff, and that the corporate limits of the City of Flagstaff be extended and increased so as to embrace the same; and

WHEREAS, the Mayor and Council of the City of Flagstaff, Arizona, are desirous of complying with the Petition and extending and increasing the corporate limits of the City of Flagstaff to include said territory, as described in Exhibit A; and

WHEREAS, the Petition sets forth a true and correct description of all the exterior boundaries of the entire area proposed to be annexed to the City of Flagstaff, and had attached thereto at all times an accurate map of the territory desired to be annexed; and

WHEREAS, no alterations increasing or reducing the territory sought to be annexed have been made after the Petition had been signed by an owner of real or personal property in such territory; and

WHEREAS, the provisions of Section 9-471 of the Arizona Revised Statutes, and amendments thereto, have been fully observed; and

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk of the City of Flagstaff, Arizona, together with a true and correct copy of the original Petition, which is on file in the office of the Coconino County Recorder; and

WHEREAS, the development of the Property will be controlled by the relevant provisions of the Zoning Code and other City codes regulating the development of the Property; and

WHEREAS, the Council finds that the proposed annexation of the Property has been considered by the Planning and Zoning Commission and that City staff and the Commission have each recommended that the Council proceed with the annexation at this time; and

WHEREAS, the Council has reviewed the Staff Summary Report, which discusses the proposed annexation, and now finds that the annexation of the Property would be consistent with the objectives and policies of the Flagstaff Regional Plan 2030 enacted in May, 2014 ("Regional Plan"); that the annexation of the Property would not be detrimental to the majority of the persons or property in the surrounding area or to the community in general; and the Council specifically further finds that the annexation of the Property and the existing and proposed uses thereon will further the objectives of the Regional Plan.

**ENACTMENTS:**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:**

SECTION 1. That the following described territory be, and the same hereby is, annexed to the City of Flagstaff, and that the present corporate limits be, and the same hereby are, extended and increased to include the following described territory contiguous to the present City of Flagstaff corporate limits:

See attached Exhibit A which is incorporated herein by this reference.

SECTION 2. That the territory described in Exhibit A is annexed to the City of Flagstaff subject to the following conditions:

1. That a copy of this Ordinance, together with an accurate map of the territory hereby annexed to the City of Flagstaff, certified by the Mayor of said City of Flagstaff, be forthwith filed and recorded in the office of the County Recorder of Coconino County, Arizona.

SECTION 3. That, pursuant to the provisions of Section 9-471(L), Arizona Revised Statutes, upon this Ordinance becoming final under the provisions of Section 9-471(D), Arizona Revised Statutes, the municipal zoning designation for the Property under the Zoning Code shall be Rural Residential (RR).

SECTION 4. The Community Development Department of the City of Flagstaff is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of said Zoning Code in compliance with this ordinance.

SECTION 5. That the Flagstaff City Clerk shall provide a copy of the adopted annexation ordinance to the Clerk of the Coconino County Board of Supervisors within sixty days of the annexation becoming final.

SECTION 6. 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 7. The City Clerk is hereby authorized to correct typographical and grammatical errors, as well as errors of wording and punctuation, as necessary related to this ordinance as amended herein, and to make formatting changes needed for purposes of clarity and form, or consistency, within thirty (30) days following adoption by the City Council.

SECTION 8. This Ordinance shall become effective thirty (30) days after adoption by the City Council. If the accompanying Concept Zoning Map Amendment is not approved this Annexation Ordinance may be immediately rescinded and terminated, upon written request by the petitioner made prior to the effective date. If any person or entity, other than the petitioner, files a valid petition appearing to be in proper form and to have the requisite number of valid signatures to cause a referendum challenging the Concept Zoning Map Amendment and/or this Annexation Ordinance, the City agrees to use its best efforts to accomplish the intent of this Section, even if a special meeting of the City Council must be called for the purpose of repealing the Annexation Ordinance.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of November, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Tiffany Antol, Planning Development  
Manager  
**Date:** 11/02/2016  
**Meeting  
Date:** 11/15/2016



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**TITLE:**

**Public Hearing, Consideration and Possible Adoption of Ordinance No. 2016-39:** Public hearing, consideration and adoption of an ordinance of the City Council of the City of Flagstaff amending the Flagstaff Zoning Map to rezone approximately 197.58 acres of real property generally located at 3425 West Route 66 from the Rural Residential (RR) zone to the Single-family Residential (R1) zone for 100.48 acres, the Medium Density Residential (MR) zone for 34.6 acres, the High Density Residential (HR) zone for 38.97 acres, the Commercial Services (CS) zone for 10.02 acres and the Public Open Space (POS) zone for 13.51 acres with conditions, and addition the Resource Preservation Overlay (RPO) zone to 107.73 acres (APN 112-01-021) with conditions; providing for severability, and establishing an effective date. ***(Timber Sky Zoning Map Amendment)***

**RECOMMENDED ACTION:**

- 1) Read Ordinance No. 2016-39 by title for the final time
- 2) City Clerk reads Ordinance No. 2016-39 by title for the final time (if approved above)
- 3) Adopt Ordinance No. 2016-39

**Executive Summary:**

Timber Sky Concept Zoning Map Amendment

A Concept Zoning Map Amendment request for approximately 197.58 acres at 3425 West Route 66 from Rural Residential (RR) zone to the Single-family Residential zone, Medium Density Residential zone, High Density Residential zone, Commercial Services zone, Public Open Space zone and the application of the Resource Protection Overlay.

The Flagstaff Planning & Zoning Commission conducted public hearings to consider the zoning map amendment request. The Commission voted (6 - 0) to forward the request with a recommendation of approval with conditions.

**Financial Impact:**

The proposed Timber Sky development includes substantial public infrastructure that will ultimately be maintained by the City including the provision of daily services to the residents of Timber Sky. In general, the cost of maintenance and services to an area can be based on the benefit theory of taxation. When residential property is taxed soundly, over a period of time, it tends to be revenue neutral. Residential development is an essential element of the entire economic picture for the City.

The proposed Timber Sky project will provide a series of infrastructure improvements provided entirely by

the applicant as well as in conjunction with the City of Flagstaff. Improved roadways, upgraded and extended sewer lines and additional water resources infrastructure are required for the development of this site. Many of these resources will be dedicated to the City of Flagstaff for continued maintenance and operation.

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

***COUNCIL GOALS:***

- Ensure Flagstaff has a long-term water supply for current and future needs
- Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
- Provide a well-managed transportation system
- Continue to implement the Flagstaff Regional Plan and focus efforts on specific plans

***REGIONAL PLAN:***

A complete analysis of the regional plan goals and policies can be found within the attached Planning & zoning Commission staff report. All relevant goals and policies have been attached separately.

**Has There Been Previous Council Decision on This:**

None

**Options and Alternatives:**

The City Council may approve the ordinance as proposed, approve the ordinance with modified conditions, or deny the ordinance.

**Background/History:**

The Timber Sky application is a 1300 residential dwelling unit development located in both the City of Flagstaff and Coconino County. The development proposes a mixture of high, medium, and single-family residential units combined with commercial service and open space on 197.58 acres. Currently, the eastern 90.4 acres of the property are located within the City of Flagstaff's city limits. The remaining 107.20 acres of the western portion of the site are within Coconino County's jurisdiction. An annexation request is included concurrent with this Concept Zoning Map Amendment. If the Concept Zoning Map Amendment is approved, it will not become effective until after the property has been officially annexed into the City of Flagstaff.

The site is situated north and south between Route 66 and Interstate-40 and east and west between Woody Mountain Road and Flagstaff Ranch Road. The site slopes gently from south to north with most of the onsite drainage flowing toward an existing culvert under Route 66, which eventually discharges into the Clay Wash Detention Basin located north of Route 66. There are no designated floodplains on the site. In 2006, the property partially burned in a fire, leaving a 700-foot wide corridor of deforested land through the middle of the subject property. The remainder of the site is forested with Ponderosa Pine. The site has two pockets of slopes greater than 17% with other basalt rock outcrop features throughout the property. A large amount of fill placed on site, which has the appearance of a steep slope, will not be protected. An existing above ground 69 KV transmission line crosses the site in an east-west direction connecting to an existing APS substation at the southwestern corner of the property. This line is required to be underground with the development of Timber Sky.

**Key Considerations:**

The applicant, Vintage Partners (VP 66 & Woody Mountain, LLC), is requesting rezoning approval to permit 492 multi-family dwelling units and 808 single-family dwelling units, located on approximately 197.58 acres referred to as "Timber Sky". The majority of the dwelling units are planned for single-family ownership. Because this application is a Concept Zoning Map Amendment, the applicant has provided the required examples of housing types. Final lot layout design, actual elevations, and floor plans for individual units are not required and are determined through the platting of individual subdivisions. The concept zone plan shows a mix of high density, medium density, and single-family residential development across the site. The high-density development areas, placed in regards to the activity centers located at the intersections of Route 66 and Woody Mountain and Route 66 and Flagstaff Ranch Road, take advantage of the areas that have been most heavily disturbed by fill and fire. The Commercial Services land is proposed to allow compatible commercial development complimentary to the community. The development of this site will be subject to market demands and the applicants have provided a list of potential uses for the site. The concept plan for this site shows a mini-storage facility.

Conceptual cross sections are provided for the Route 66 frontage, Woody Mountain Road, and the internal collector corridor. The applicant is intending to exceed the city's requirement in terms of the internal collector roadway by providing a large landscaped median. A unified landscaping theme, which is maintained by the Homeowners Association, is planned for the development of this project along all major corridors and subdivision entrances. A community connectivity, civic space, and open space plan has been provided that shows how the individual blocks are proposed to link with open space areas and trails. A large open space tract traverses the western portion of the property, which provides a portion of the Flagstaff Urban Trail System in relation to the planned loop trail and serves as a drainage feature for the property. A community center, located centrally to the development provides civic space with smaller open space areas shown within the individual blocks. The community center will include a large plaza with a ramada, playground, pickle ball courts, a community garden, and possibly a dog park. The plaza will be large enough to host events such as community farmers market.

The subject property is currently located in Lighting Zone 1 due to its close proximity to the US Naval Observatory. The applicant has worked with the US Naval Observatory to self-restrict their development beyond the Lighting Zone 1 requirements of the Flagstaff Zoning Code. These additional lighting restrictions will be managed and enforced by the Homeowners Association for Timber Sky. Specifics on the lighting restrictions are included in the Development Agreement covering the project.

The applicants are proposing to provide 100 housing units at the time of sale to the ultimate purchaser at 100% of the Area Median Income (AMI) affordability level, which is approximately \$220,000 based on current income levels. These units may be located in any of the zoning categories, but will most likely be included in the high and medium density zoning categories. The applicant has agreed to work with the City to try to make as many units permanently affordable as possible.

### **Community Benefits and Considerations:**

Community benefits and considerations related to this request are addressed in more detail in the attached Planning and Zoning Commission Staff Report, dated September 28, 2016. Rezoning this property provides for extended development opportunities in western Flagstaff and provides necessary infrastructure improvements to support future development.

### **Community Involvement:**

#### **Inform/Consult**

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for annexation. In accordance with State statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 300 feet of the site. The notices were also provided to the County Recorder, County Assessor, County Community Development Department and the Chair of the Board of Supervisors.

The applicant held two neighborhood meetings in regards to this case. The first meeting was Tuesday, December 8, 2015, between 6:00pm and 8:00pm, at the Kilted Cat. Twenty-nine individuals attend the first meeting. The second meeting was held Monday, January 11, 2016, also between 6:00pm and 8:00pm, at the Doubletree Hotel. Sixteen individuals attended this second meeting. Attendees had questions and concerns in regards to traffic and public safety, outdoor lighting impacts, impacts to wildlife, protection of forest resources and general project design. A citizen participation report was prepared in relation to the comments and concerns presented dated March 10, 2016.

The Planning & Zoning commission held public hearings on Wednesday, September 28, 2016 and October 12, 2016 at 4 pm. At the first public hearing, three members of the public spoke on the subject cases. Concerns were presented in relation to potential downstream stormwater impacts and traffic impacts. At the second hearing, 11 member of the public spoke on the subject case. Nine of those that spoke were in favor of the project. Two presented concerns in relation to drainage and traffic.

### **Expanded Options and Alternatives:**

- (Recommended Action): The City Council may approve the Concept Zoning Map Amendment as recommended by the Planning and Zoning Commission and staff by reading and adopting ordinance No. 2016-39.
- The City Council may approved the Concept Zoning Map Amendment with modified conditions.
- The City Council may deny the Concept Zoning Map Amendment.

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**Attachments:**     [Concept Zoning Map Amendment Application](#)  
                          [Planning & Zoning Commission Staff Report](#)  
                          [Project Narrative](#)  
                          [Concept Zoning Plan](#)  
                          [Notice of Public Hearing](#)  
                          [FRP 2030 Applicable Goals and Policies](#)  
                          [FRP 2030 Map 7 Enlargement of subject property](#)  
                          [FRP 2030 Map 22 Enlargement of subject property](#)  
                          [FRP 2030 Map 25 Enlargement of subject property](#)  
                          [Citizen Participation Plan](#)  
                          [Timber Sky Lighting Mitigation Standards](#)  
                          [Traffic Impact Analysis Exhibits](#)  
                          [ADOT Letter](#)  
                          [ADOT Timber Sky Traffic Mitigation Agreement](#)  
                          [Zoning Map Amendment Ordinance](#)



# City of Flagstaff

# Community Development Division

211 W. Aspen Ave  
 Flagstaff, AZ 86001  
 www.flagstaff.az.gov

P: (928) 213-2618  
 F: (928) 213-2609

RECEIVED  
 MAR 10 2016

RECEIVED  
 DEC 16 2015

**PREZ/PGM**

<b>RECEIVED</b> Date Received NOV 03 2015 November 3, 2015		<b>Application for Zoning Map Amendment          and/or Minor Regional Plan Amendment</b>		File Number P2-15-00115
<b>Property Owner(s)</b> VP 66 & Woody Mountain, LLC		<b>Title</b>	<b>Phone</b>	<b>Email</b>
<b>Mailing Address</b> 2502 East Camelback Road, Suite 214		<b>City, State, Zip</b> Phoenix, AZ 85016		
<b>Applicant(s)</b> Duane Hunn, Vintage Partners, LLC		<b>Title</b>	<b>Phone</b> (602) 459-9931	<b>Email</b> Duane@vintagevp.com
<b>Mailing Address</b> 2502 East Camelback Road, Suite 214		<b>City, State, Zip</b> Phoenix, AZ 85016		
<b>Project Representative</b> Carolyn Oberholtzer Bergin, Frakes, Smalley & Oberholtzer		<b>Title</b> Attorney	<b>Phone</b> 602-888-7860	<b>Email</b> COberholtzer@BFSOLaw.com
<b>Mailing Address</b> 4455 East Camelback Road, Suite A-205		<b>City, State, Zip</b> Phoenix, AZ 85018		
<b>Requested Review</b> <input checked="" type="checkbox"/> Zoning Map Amendment <input type="checkbox"/> Minor Regional Plan Amendment <input type="checkbox"/> Continued				

<b>Site Address</b> South of Route 66 and west of Woody Mountain Road	<b>Parcel Number(s)</b> 112-01-020 112-01-021	<b>Subdivision, Tract &amp; Lot Number</b> N/A
<b>Existing Zoning District</b> RR- Rural Residential & G- General	<b>Proposed Zoning District:</b> HR, MR, R1, CS, POS	<b>Existing Regional Plan Land Use Category</b> Suburban - Future, Future Employment
<b>Existing Use</b> Undeveloped	<b>Proposed Use</b> Master Planned Community	
<b>Property Information:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Located in an existing Local/National Historic District? (Name: _____) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Existing structures are over 50 years old at the time of application? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Subject property is undeveloped land?		
<b>Requested Urban Growth Boundary Change (If Applicable)</b> N/A	<b>Proposed Regional Plan Land Use Category</b> N/A	
<b>Property Owner Signature (required)</b> 	<b>Date:</b> 11/3/15	<b>Applicant Signature</b> 
<b>Date:</b> 11/3/15		

<b>For City Use</b>		
<b>Date Filed:</b>	<b>File Number(s):</b>	<b>Type of Zoning Map Amendment:</b> <input type="checkbox"/> Small scale <input type="checkbox"/> Medium scale <input type="checkbox"/> Large scale <input type="checkbox"/> Multi-phase scale
<b>P &amp; Z Hearing Date:</b>	<b>Publication and Posting Date:</b>	
<b>Council Hearing Date:</b>	<b>Publication and Posting Date:</b>	
<b>Fee Receipt Number:</b>	<b>Amount:</b> <b>Date:</b>	

<b>Action by Planning and Zoning Commission:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Continued	<b>Action by City Council:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Continued
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<b>Staff Assignments</b>	Planning: <i>Tiffany</i>	Engineering: <i>Rana</i>	Fire: <i>Kent</i>	Public Works/Utilities: <i>Jim</i>	Stormwater: <i>Chris</i>
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**PLANNING DIVISION REPORT**  
**CONCEPT ZONING MAP AMENDMENT**

**PUBLIC HEARING**  
**PZ-15-00115**

**DATE:** September 22, 2016  
**MEETING DATE:** September 28, 2016  
**REPORT BY:** Tiffany Antol, AICP

**REQUEST:**

Concept Zoning Map Amendment of approximately 197.58 acres at 3425 West Route 66 (“Route 66”) from the RR, Rural Residential Zone to HR, High Density Residential Zone (38.97 acres); from RR, Rural Residential Zone to MR, Medium Density Residential Zone (34.6 acres), from RR, Rural Residential Zone to R1, Residential Single-family Zone (100.48 acres); from RR, Rural Residential Zone to CS, Commercial Services Zone (10.02 acres); and from RR, Rural Residential Zone to POS, Public Open Space Zone (13.51 acres). The Resource Protection Overlay will be added to the parcel of land currently located in Coconino County (107.2 acres) to match the existing parcel in the City of Flagstaff (90.4 acres).

**STAFF RECOMMENDATION:**

Staff recommends the Planning and Zoning Commission forward the Concept Zoning Map Amendment request to the City Council with a recommendation for approval subject to conditions of approval.

**PRESENT LAND USE:**

The subject property consists of mostly undeveloped land in the Rural Residential (RR) Zone. A former ranch house with accessory structures is centrally located within the project boundaries.

**PROPOSED LAND USE:**

Proposed development of the site is a 1300 residential dwelling unit development known as Timber Sky. The project is intended to provide a mix of housing types with supporting commercial services and open space areas.

**NEIGHBORHOOD DEVELOPMENT:**

North: Route 66; Clay Avenue Wash Detention Basin owed by the City of Flagstaff in the Rural Residential (RR) Zone;  
East: Vacant land in the Rural Residential (RR) Zone and General (G) Zone under Coconino County jurisdiction;  
South: I-40; W.L. Gore Woody Mountain Campus in the Research and Development (RD) Zone;  
West: Vacant land and an APS substation in the Commercial Heavy (CH-10,000) Zone, Vacant land and the Coca-Cola plat in the Light Industrial (M1-10,000) Zone and Vacant land in the General (G) Zone all under Coconino County jurisdiction.

**REQUIRED FINDINGS**

**Staff Review**

An application for a Concept 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 and policies 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.

### **Findings for Reviewing Proposed Zoning Map Amendments**

Proposed Concept Zoning Map Amendments shall be evaluated based on the following findings: the proposed amendment is consistent with and conforms to the goals and policies 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.

### **Introduction/Background**

The Timber Sky application is a 1300 residential dwelling unit development located in both the City of Flagstaff and Coconino County. The development proposes a mixture of high, medium, and single-family residential units combined with commercial service and open space on 197.58 acres. Currently, the eastern 90.4 acres of the property are located within the City of Flagstaff’s city limits. The remaining 107.20 acres of the western portion of the site are within Coconino County’s jurisdiction. An annexation request is included concurrent with this Concept Zoning Map Amendment. If the Concept Zoning Map Amendment is approved, it will not become effective until after the property has been officially annexed into the City of Flagstaff.

The site is situated north and south between Route 66 and Interstate-40 and east and west between Woody Mountain Road and Flagstaff Ranch Road. The site slopes gently from south to north with most of the onsite drainage flowing toward an existing culvert under Route 66, which eventually discharges into the Clay Wash Detention Basin located north of Route 66. There are no designated floodplains on the site. In 2006, the property partially burned in a fire, leaving a 700-foot wide corridor of deforested land through the middle of the subject property. The remainder of the site is forested with Ponderosa Pine. The site has two pockets of slopes greater than 17% with other basalt rock outcrop features throughout the property. A large amount of fill placed on site, which has the appearance of a steep slope, will not be protected. An existing above ground 69 KV transmission line crosses the site in an east-west direction connecting to an existing APS substation at the southwestern corner of the property. This line is required to be underground with the development of Timber Sky.

In addition to the Annexation and Concept Zoning Map Amendment cases, the applicant has also submitted a Preliminary Block Plat application. This Preliminary Block Plat proposes to divide the property into 16 separate blocks with an internal minor collector roadway in four phases. Each block will then be subdivided further (except those designated as open space or community center – Blocks 14, 15 and 16) into the individual lots that will be sold to homeowners.

**Proposed Rezoning and Development Concept Plan**

The applicant, Vintage Partners (VP 66 & Woody Mountain, LLC), is requesting rezoning approval to permit 492 multi-family dwelling units and 808 single-family dwelling units, located on approximately 197.58 acres referred to as “Timber Sky”. The majority of the dwelling units are planned for single-family ownership. Because this application is a Concept Zoning Map Amendment, the applicant has provided the required examples of housing types. Final lot layout design, actual elevations, and floor plans for individual units are not required and are determined through the platting of individual subdivisions. The concept zone plan shows a mix of high density, medium density, and single-family residential development across the site. The high-density development areas, placed in regards to the activity centers located at the intersections of Route 66 and Woody Mountain and Route 66 and Flagstaff Ranch Road, take advantage of the areas that have been most heavily disturbed by fill and fire. The Commercial Services land is proposed to allow compatible commercial development complimentary to the community. The development of this site will be subject to market demands and the applicants have provided a list of potential uses for the site. The concept plan for this site shows a mini-storage facility.

Conceptual cross sections are provided for the Route 66 frontage, Woody Mountain Road, and the internal collector corridor. The applicant is intending to exceed the city’s requirement in terms of the internal collector roadway by providing a large landscaped median. A unified landscaping theme, which is maintained by the Homeowners Association, is planned for the development of this project along all major corridors and subdivision entrances. A community connectivity, civic space, and open space plan has been provided that shows how the individual blocks are proposed to link with open space areas and trails. A large open space tract traverses the western portion of the property, which provides a portion of the Flagstaff Urban Trail System in relation to the planned loop trail and serves as a drainage feature for the property. A community center, located centrally to the development provides civic space with smaller open space areas shown within the individual blocks. The community center will include a large plaza with a ramada, playground, pickle ball courts, a community garden, and possibly a dog park. The plaza will be large enough to host events such as community farmers market.

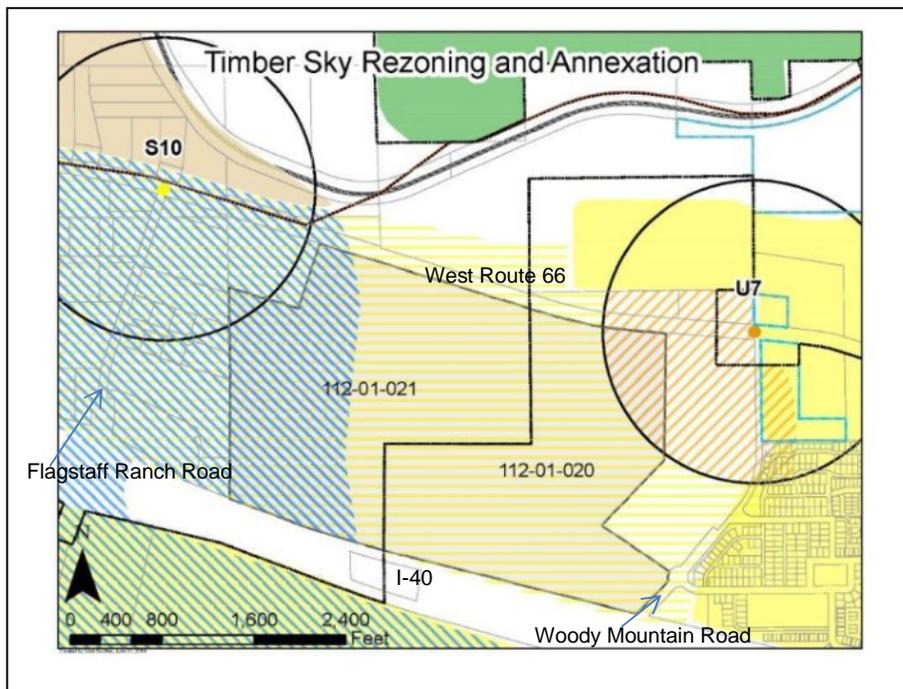
The subject property is currently located in Lighting Zone 1 due to its close proximity to the US Naval Observatory. The applicant has worked with the US Naval Observatory to self-restrict their development beyond the Lighting Zone 1 requirements of the Flagstaff Zoning Code. These additional lighting restrictions will be managed and enforced by the Homeowners Association for Timber Sky. Specifics on the lighting restrictions are included in the Development Agreement covering the project.

The applicants are proposing to provide 100 housing units at the time of sale to the ultimate purchaser at 100% of the Area Median Income (AMI) affordability level, which is approximately \$220,000 based on current income levels. These units may be located in any of the zoning categories, but will most likely be included in the high and medium density zoning categories. The applicant has agreed to work with the City to try to make as many units permanently affordable as possible.

**General Plan/Flagstaff Regional Plan (FRP 2030)**

As discussed in the “How This Plan Works” chapter (page III-4), the *Flagstaff Regional Plan 2030 (FRP2030)* is used in the regulatory decision-making process by the Planning & Zoning Commission, City Council and City staff. The Commission and the Council are responsible for making development decisions such as zoning map amendments, which depends on whether the proposed changes or projects are consistent with the Plan’s goals and policies. The Future Growth Illustration on Maps 21 and 22 (same map; one is regional scale and one city scale) and the text of the Plan will provide supplemental information for the interpretation of goals and policies. In case

of any conflict between the Future Growth Illustration and the Plan’s goals and policies, the goals and policies will prevail. The Future Growth Illustration has two types of land use designations: “Area Types” describe the place-making context of Urban, Suburban, Rural, or Employment and “Place Types” such as activity centers, corridors, and neighborhoods provide the framework for the density, intensities, and mix of uses within the area types. The subject property falls within the Future Employment (blue shading on map), Future Suburban (yellow shading on map), and Future Urban (orange shading on map) area types.



On this site, the Future Employment Area Type and Future Suburban Area Type overlap one another on the western edge. In the instances of overlapping area types, the property owner may elect to utilize either. The majority of the development proposed is suburban with pockets of higher density and a piece of commercial to support both area types. A small portion of the property is identified as the Urban Area Type. The applicant has located higher densities of residential development in this location but the overall density for the project was an average of the entire site.

There is a Suburban Activity Center (S10) located at the intersection of Flagstaff Ranch Road and Route 66 and an Urban Activity Center (U7) located at the intersection of Woody Mountain Road and Route 66. Portions of the subject property fall within the pedestrian sheds of both of these activity centers. Route 66 is also defined as a “Great Street” up to the Woody Mountain Road intersection. The Suburban area type is intended to have medium to low densities (2 to 10 units per acres) of residences, jobs, and activities. The Urban area type is intended to have a higher density (minimum 8 units per acre) of residences, jobs, and activities. The Employment area type is meant to encourage employment centers that include mixed-use; research and development offices; medical offices; office space; business park; retail, restaurant, and tourism center; light-industrial; heavy industrial; and live-work spaces. The average gross density proposed for this project is based on the applicant’s self-imposed cap of 1300 dwelling units, which averages to 6.57 dwelling units per acre. The Zoning Code includes minimum densities that must be achieved for the property, which in this case would be no less than 910 dwelling units, which average to 4.61 dwelling units per acres.

**Applicable General Plan Goals and Policies**

Staff has identified Regional Plan Goals and Policies that could be applied to support or not support the proposed Concept Zoning Map Amendment. These goals and policies are located in an attachment to this report. The following is a discussion of how the project’s meets or conflicts with goals and policies in each chapter.

**Environmental Planning & Conservation (Air Quality, Climate Change and Adaptation, Dark Skies, Ecosystem Health, Environmentally Sensitive Lands, Natural Quiet, Soils, and Wildlife)**

Map 7 (see attached) illustrates significant natural resources in the area including wildlife, vegetation, hydrology, and geology. The natural resources identified include a stand of large diameter Ponderosa Pine trees in the southeast portion of the site and a Montane Grassy area located centrally along the northern property boundary. The portion of the property currently located in the City is within the Resource Protection Overlay (RPO) Zone and the portion to be annexed will be added to the RPO Zone. A preliminary resource protection plan developed for the site identifies the required percentages of each resource to be preserved which includes forests and steep slopes.

The most significant policies in this chapter for this site are the ones in relation to dark skies. The applicant has worked with the Naval Observatory to develop additional regulations for outdoor lighting on the subject property. These requirements will be enforced by the Homeowner's Association and included in the Development Agreement. These lighting requirements are attached to this report for the Commission's review. The property has not been specifically identified as a wildlife corridor but animals are known to forage on site. The open space corridor running through the property will continue to attract wildlife to the site. Staff has identified fencing strategies with Arizona Game and Fish to ensure that wildlife and residents remain safe.

### **Open Space**

Multiple open space areas are integrated throughout the proposed development including pocket parks areas, the open space corridor, and Overlook Park. These areas are intended to provide active and passive recreation opportunities for residents. The open space corridor is the only open space currently defined. The other open space areas will be defined when platting the individual Blocks. The applicant intends to provide connectivity throughout the development to these open space areas as appropriate.

### **Water Resources (Water Sources, Water Demand, Stormwater and Watershed Management and Water Quality)**

Per Map 21, the Property is located within the Urban Growth Boundary. A Water Sewer Impact Analysis was completed for the project. The conclusions and requirements of this analysis are addressed below. Similarly, a Drainage Impact Analysis was completed for the proposed project. The conclusions and requirements of this analysis are addressed below as well. Both of these analyses adequately address the goals and policies of this chapter.

### **Community Character (Scenic Resources and Natural Setting, Heritage Preservation, Community Design, and Arts, Sciences and Education)**

The Regional Plan does not identify specific viewshed corridors for protection; however, the subject property should not interfere with existing viewsheds due to location and the tree coverage. The project is designed to preserve natural resources including rock outcroppings and large diameter trees. Route 66 is a gateway corridor into Flagstaff and the applicant has worked to create a visual attractive community with fencing, entry monuments and landscaping details. A cultural resource report was prepared for the property. The report was reviewed and approved by the Heritage Preservation Commission. The main Timber Sky streetscape is designed to exceed City standards, include a large landscaped median, parkway, sidewalk, and additional landscape areas. The Timber Sky project will also underground an existing 69KV line that traverses the property from east to west.

### **Growth Areas & Land Use (Reinvestment, Greenfield, Urban Area, Suburban Area, Rural Area, Employment Area, Special Planning Area, and Activity Centers)**

The majority of the goals and policies in this chapter are covered above in the general discussion of regional plan compliance. The proposed development is meeting the intent of the designated area and place types. The property is located within the Urban Growth Boundary and will be annexed prior to the provision of city services. The

proposed development provides a mix of housing types and densities. Many of the policies in this chapter relate to compliance with existing development standards and requirements, which is covered below. This chapter does contain policies that conflict with the current proposal, specifically in relation to compact development and preference for infill development over peripheral expansion. Recreational amenities as previously discussed are included in the proposal for this site. The site is not currently served by transit but is identified for future expansion of service. Bicycle and pedestrian connectivity will be provided through the site as well as along the frontages of the property; however, there are missing pieces of infrastructure that would make the site easily accessible via alternative modes.

**Transportation (Mobility and Access, Safe and Efficient Multimodal Transportation, Environmental Considerations, Quality Design, Pedestrian Infrastructure, Bicycle Infrastructure, Transit, Automobile, Passenger Rail and Rail Freight, Air Travel, and Public Support for Transportation)**

The proposed Timber Sky development includes a series of on-site and off-site transportation improvements that are detailed below. The proposed road network is consistent with Map 25. The block plat provides a minor collector level roadway that traverses the site, designed to be contextually sensitive to the neighborhood and gateway corridor. The site will provide adequate facilities for alternative transportation modes as well as the provision of additional Flagstaff Urban Trail System (FUTS) trails. The site is not currently served by transit but service is shown to be provided sometime in the future. The site is not easily accessible by pedestrian and bicycles due to existing missing infrastructure off-site from the subject property. Map 25 also identifies a future interchange at Woody Mountain Road and I-40. Currently there is not sufficient right-of-way to accommodate this future interchange. It is important to consider the impacts of the proposed development on this right-of-way acquisition. Policy T.8.4 specifically calls for the protection of rights-of-ways for future transportation corridors.

**Cost of Development**

This chapter primarily addresses new development paying its fair share of public facilities, services, and infrastructure. Impact analysis helps to determine the specific proportion share for each development. A review of the impact analysis for this project and the mitigation required is discussed below.

**Neighborhoods, Housing, and Urban Conservation**

The applicants have designed their project to be a complete neighborhood with a mix of housing types, open space areas, and commercial uses. Affordable housing options have been provided even though the applicant is not taking advantage of any of the incentives offered.

**Economic Development (Responsive Government, Education and Workforce Training, Business Retention, Expansion and Entrepreneurship, Business Attraction, Tourism, Community Character and Redevelopment and Infill)**

This chapter supports the provision of workforce housing, which is the intention of the Timber Sky community.

**Recreation**

Development projects are encouraged to integrate active and passive recreation sites into their design. The Timber Sky community has provided several locations for both types of recreation. Final designs of each site will be resolved at the time of platting each Block.

**Policy Analysis**

This list below identifies several key points and community benefits supporting (+) or not supporting (-) the proposed amendment:

- + The Property is considered Greenfield development, is within the Urban Growth Boundary, and can be efficiently and effectively provided with facilities and services by the City
- + Existing transportation infrastructure and existing water infrastructure is available at this site;
- + The project will complete a regional sewer system that can serve other areas in the City;
- + The project will provide a mix of housing types, is intended to provide workforce level housing and 100 affordable housing units;
- + The project will provide open space amenities and extensions of the Flagstaff Urban Trail System (FUTS);
- The project utilizes the Suburban Area Type over the Employment Area Type intended to attract new employment opportunities; and,
- Timber Sky is not a centrally located project with convenient access to many required resources, including transit.

### **Zoning – City of Flagstaff Zoning Code**

If the Concept Zoning Map Amendment request is approved, 100.48-acres will be rezoned to the Single-family Residential Zone, 34.60-acres to the Medium Density Residential Zone, 38.97-acres to the High Density Residential Zone, 13.51-acres to the Commercial Service Zone, and 13.51-acres to the Public Open Space Zone. The concept plan shows how the zoning categories layout on the site but specifics on lots have not yet been determined. The Concept Zoning Plan includes site data sheets, vicinity map, context analysis map, site analysis map, concept zone plan, conceptual community connectivity, civic space and open space plan, conceptual utility and drainage plan, conceptual phasing plan, and conceptual building types.

### ***Site Planning Standards***

In accordance with Section 10-30.60.030 of the Zoning Code (Page 30.60-2), the applicant conducted a site analysis, a copy of which is attached to this report, that considers the topography of the site, solar orientation, existing/native vegetation types, view corridors, climate, subsurface conditions, drainage swales and stream corridor, and the built environment and land use context. The findings of the site analysis have been used for the layout of the zoning categories and open space areas on site and will be used when reviewing the more detailed future site plan/subdivision plat submittals.

### ***Resource Protection***

The applicant has provided resource calculations of existing resources found on the property. Based on the preliminary calculations, it appears that the minimum protection threshold requirements can be met. The Zoning Code protection factors for residential uses as follows:

- 80%** of steep slopes (25% and over)
- 70%** of moderate slopes (17-24.9%)
- 50%** of forest canopy

The Zoning Code allows a 5% reduction in the required forest preservation rates if civic space is provided. A more detailed analysis of resources will be required with the plat/site plan submittals, provided the rezoning case is successfully concluded.

### ***Open Space & Civic Space***

The Zoning Code requires residential developments in the High Density and Medium Density Zones, or projects in any zone utilizing the Planned Residential Development (PRD) option, and commercial development in the

Commercial Services Zone to provide 15% of the total site as open space. Resource preservation such as floodplains, slopes, and forests may be used to satisfy this standard and includes active and passive recreation uses, landscape areas, and community gardens. In addition, Section 10-30.60.060.B.1.b of the Zoning Code (Page 30.60-11) requires developments with 50 or more dwelling units to provide a minimum of five percent of the site as civic space. A total of 9.98-acres of civic space are required for this project. The open space requirement is more difficult to calculate because it is undetermined how many blocks will utilize the PRD option. Based on just zoning categories a total of 12.53-acres of open space are required. The project intends to provide a total of 14.73-acres of open space and 11.54-acres of civic space. See Table 6 in the applicant's narrative for complete breakdown.

***Pedestrian and Bicycle Circulation Systems***

On-site pedestrian and bicycle circulation will be provided per the City Engineering Standards in conjunction with the proposed collector level roadway that will serve the interior of the project. A conceptual connectivity plan has been provided to show how internal site connections are intended. Final determinations of these connections will be determined during the site plan/plat review of the individual Blocks. Flagstaff Urban Trail System (FUTS) trails will be provided along a portion of Route 66 as part of the first phase development of Timber Sky. A portion of the FUTS is required along Woody Mountain Road but the City has requested an in-lieu contribution for this improvement until other improvements can be made to this right-of-way. Additionally, a FUTS trail will be provided through the open space corridor shown for this site. This trail will connect with the larger loop trail that is intended to circle the City. Staff will work with the applicant during the site plan/plat review to ensure that adequate facilities for pedestrians and bicycles are accommodated.

***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 consists of structures similar in scale to single-family residential housing, which is consistent with much of the surrounding development. Example elevations, copies of which are attached to this report, were provided for the residential units and future commercial development as part of this application. Architectural design standards will be reviewed at the time of site plan approval and staff will confirm that all elevations are consistent with current requirements.

***Landscaping***

Landscaping plans are not required in conjunction with a Concept Zoning Map Amendment. The applicant will be required to provide plans that meet the requirements of parking lot landscaping, 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). A final landscape plan will be reviewed at the time of site plan/plat submittal. The Timber Sky Homeowners Association will be required to maintain all landscaping located within the City right-of-way.

***Outdoor Lighting***

All of the subject property is located within Lighting Zone 1 due to the proximity to the US Naval Observatory. The applicant has worked with the US Naval Observatory to create additional standards for the subject site that will be enforced by the Timber Sky Homeowners Association. A copy of the additional lighting requirements is attached. The development will be required to comply with the City's outdoor lighting standards at the time of application review.

## **PUBLIC SYSTEMS IMPACT ANALYSIS**

### **Traffic/Access/Right-of-Way Impact**

Access to Timber Sky is provided from Route 66 and Woody Mountain Road. Route 66 will be the primary route to access Timber Sky and portions will require widening to provide a second through lane of travel in each direction. The applicant is responsible for building the half-street improvements along their frontage on Route 66 per ADOT and City standards in Phase 1 (eastern half) and Phase 4 (western half). The internal circulation will be provided with a collector roadway providing one lane in each direction of travel and bike lanes separated by a raised median. All of the interior streets within the subdivision will be public and maintained by the City in conjunction with the Homeowner's Association. A minimum 5-foot parkway (except for allowed variances) between the sidewalk/FUTS and the back of curb will be provided on all public roads. Right and left turn-lanes are required at appropriate intersections and major driveways on all public roads. Proposed on-site roadway improvements will be specifically detailed in the Preliminary Block Plat report.

The approved Timber Sky Traffic Impact Analysis (TIA) dated June 23, 2016, was prepared by CivTech, and reviewed by the City, County, and ADOT. The analysis is based on the demands generated by Timber Sky. A copy of the executive summary is provided with this report. Figure 19 of the TIA identifies proposed improvements needed to mitigate the impacts of the Timber Sky development. Most of the improvements involve Route 66, the majority of which is under ADOT's jurisdiction with City connecting roads. The applicant has prepared a mitigation agreement in conjunction with ADOT. The City has also negotiated required traffic mitigation efforts on City right-of-ways, itemized in the development agreement. The County has also identified specific mitigation efforts that will need to be addressed with the first phase of development.

CivTech prepared a conceptual preliminary cost estimate for the total cost of all related improvements at \$6,648,097. The proportional share for Timber Sky averaged out to approximately 21% of the impacts. Timber Sky has agreed to contribute \$1.5 million to the Off-site Roadway Improvements on the Route 66 corridor affecting both ADOT and the City. All of the Off-site Roadway Improvements will be constructed in conjunction with Phase 1 of the Timber Sky Development. No improvements will be made as part of the second phase of Timber Sky. The improvements for the first phase include the following:

- Woodlands Village Boulevard & Route 66 intersection improvements including:
  - the addition of dual left turn lanes in the west to south movement,
  - provide for two thru lanes on Route 66 in each direction,
  - convert the existing eastbound Route 66 left turn lane, through lane, bike buffer and right turn lane into a left turn lane, through lane, through/right lane and bike buffer,
  - convert the existing westbound right turn lane at Woodlands Village Boulevard on Route 66 to a thru-right,
  - modification of the northbound Woodlands Village left turn lane/median to a minimum of 250 feet; and,
  - revise striping to extend westbound receiving lanes as feasible
- Addition of a second eastbound lane, along with curb, gutter, and sidewalk to Route 66 from Woodlands Village Boulevard to the east of Woodlands Village Boulevard near the existing bus shelter in front of the former Radisson Hotel (approximately 300 feet east).
- Addition of a second westbound lane, along with curb, gutter, and sidewalk on Route 66 between Pinnacle Street and Woodlands Village Blvd.

- Installation of the remaining underground infrastructure for the future signal at the Woody Mountain Road and Route 66 intersection.
- Convert the existing right turn lane on westbound Route 66 at Pinnacle Street to a thru/right lane.
- Add new curb, gutter, and sidewalk along the south side of Route 66 from the Pinnacle Street intersection to close the existing gap.

As part of the development of the third phase of Timber Sky, the applicant has agreed to make a cash contribution to the City in an amount equal to \$1.5 million less what Timber Sky was already spent on the Off-site Roadway Improvements in Phase 1. This contribution will be used to mitigate traffic congestion on Route 66 between Milton Road and the Timber Sky project.

There are two Phase 1 improvements that fall outside of the \$1.5 million contribution for improvements to the Route 66 corridor. They are as follows:

- The addition of an exclusive/permitted left turn phasing to both eastbound and westbound approaches at Woodlands Village Boulevard and University Avenue; and,
- Installation of a left turn lane on Route 66 at Flagstaff Ranch Road in the County right-of-way in accordance with the recommendations of the approved TIA. Improvement to be designed to ADOT standards and installed at the time of phase1 development.

A copy of the applicant's agreement with ADOT and a draft of the Development Agreement with the City are attached to this report.

The *Flagstaff Regional Plan 2030* identifies a future traffic interchange at Woody Mountain Road and I-40 (see attached *FRP 2030 Map 25*). Staff has requested that the applicant provide the necessary right-of-way for the future interchange in accordance with the policies of the Regional Plan. Initial design work shows that approximately 1.88-acres of the subject site will be necessary to accommodate the future interchange. The applicant does not want to dedicate the right-of-way for the interchange at this time because of potential impacts to the development of the property. They have requested that the need for right-of-way be determined at the time of development of Phase 3, Block 4. The applicant has agreed to place a note on the final plat of this Block that would indicate that right-of-way could be acquired in the future through condemnation. Staffs concern is that the cost of the necessary right-of-way will be increased if this rezoning is approved. The City Council will be asked to consider purchasing the right-of-way prior to approving the Concept Zoning Map Amendment in order to preserve the future traffic interchange as shown within the Regional Plan. Note, if the Traffic Impact Analysis had included the interchange in the model the City would have required the right-of-way as part of the mitigation.

### **Water and Wastewater Impact**

Civil Design & Engineering, Inc., on behalf of the City of Flagstaff Utilities Department, prepared the Water/Wastewater Impact Analysis. The analysis is based on the demands generated by Timber Sky and the residential dwelling cap of 1,300 units.

#### **Water**

The closest source of Zone A+ water for this site include an 18" waterline located within Route 66 along the northern property boundary and a 12" waterline located in Woody Mountain Road. These existing Zone A+ waterlines are fed by the Railroad Springs tank and a booster pump located in the Railroad Springs Subdivision. A minimum of three connections will need to be made to the existing distribution system for this development. The

applicant will be required to provide a looped water system from Route 66 to Woody Mountain Road. Each of the development parcels in this development will be connected to the water main within the collector roadways running through Timber Sky. The water system will be extended in coordination with the phasing and as needed for the individual parcels. The applicant will also be required to allow for future accessibility to adjacent undeveloped parcels.

The proposed development plan associated with this request creates water supply demands that the current City of Flagstaff water resources cannot provide. The applicant will be required to construct a well or multiple wells necessary to meet the proposed developments' average daily usage and dedicate the well(s) to the City of Flagstaff. Because of the limitation of 1,300 total residential units, Timber Sky will be required to install a new well(s), on the City water system that produce at least 260.5 gallons per minutes (gpm). Any well provided must produce a minimum of 200 gpm and be furnished with a well house. It is the applicant's responsibility to obtain the appropriate land right-of-way to place the well(s). The City may issue building permits for up to 420,000 gallons per day of peak water demand which is equivalent to 480 single-family residential units (phase 1). Before any further building permits are issued, the applicant must have installed the acquired new well(s) capacity. If the well(s) installed have a capacity greater than the required 260.5 gpm then the applicant may be reimbursed a prorated amount by the City. This reimbursement potential is covered in the development agreement for this project.

### **Wastewater**

The Water and Sewer System Analysis identified two possible connection points to the City sewer system. The nearest existing sewer line is located along Woody Mountain road where there is an 8' PVC sewer main. The second is the yet-to-be constructed Westside Sewer line extension to the existing 18" PVC sewer interceptor located in Adirondack Avenue. The Rio De Flag Wastewater Treatment Plant, which is currently operating below maximum capacity, will treat all sewage collected in these lines.

Modification to the existing sewer collection system will be required for the applicants proposed development plan. The first improvement includes off-site replacement of the 8" sewer line with an 18" sewer line for a stretch of approximately 3,100 feet along Thompson Street and West Kaibab. This is a planned City of Flagstaff project that is budgeted for fiscal year 2021 with a budget of \$1.4 million. Because Timber Sky intends to develop the first phase in 2017 with homes needing certificates of occupancy in early 2018, Timber Sky will need to build this sewer in advance of the City timeline. The applicant has requested that the funding for this improvement be moved to fiscal year 2020, making funds available July 2019. The development agreement includes a provision that a reconsideration of the project funding may be considered subject to future City Council approval.

The second off-site sewer improvement includes installation of the 18" sewer line connecting Adirondack Avenue (Railroad Springs) to the project site. This reach of the proposed Westside Sewer Line extension is approximately 5,170 feet in length and runs along the Clay Avenue Wash adjacent to the McAllister Ranch. Turner Engineering, Inc. prepared construction plans for this extension. The City is constructing a new Public Works Core Maintenance Facility on the North side of Route 66 across from the Timber Sky development and intends to build the first leg of the Westside Sewer Line Extension to approximately 300 feet North of Route 66 (Manhole #18). Timber Sky will be required to build the next leg of the sewer from Manhole #18 to the Timber Sky development in order to gain sewer service. The sewer line will be completed in its entirety during Phase 2; however, the applicant has agreed to provide the full easement for this regional sewer line through their property in conjunction with Phase 1.

Both off-site improvements are required to be completed prior to the issuance of the first building permit. All water

and wastewater systems for the project are required to be designed and constructed per the City's Engineering Design Standards and Specifications.

**Stormwater Analysis**

Woodson Engineering & Surveying completed a Drainage Impact Analysis for the project. In lieu of a downstream analysis, the project has elected to store the volumetric flow difference between the pre-development conditions and the post-development conditions on-site. Timber Sky will have an open space corridor that will manage major portions of the stormwater on the project site. The majority of the site outlets to an existing box culvert under Route 66. The box culvert eventually discharges flow to the Clay Wash Detention Basin located north of Route 66 within the Rio De Flag watershed area. Minor portions of the site on east side currently discharge to two culverts under Woody Mountain Road across private property. The flow from this portion of the site will either be redirected west to the same outfall as the remainder of the project or will be discharged in a similar condition and at rates at or below the existing pre-development flow rates to avoid impact of downstream property. The preferred option is for the stormwater to be directed west rather than following the existing flow patterns to help alleviate existing downstream flooding.

Low Impact Development (LID) requirements are being met in several ways. The water quality aspects of the LID requirements are being met in the upper reaches of the site at the discharge points of impervious surface areas. The use of bio-retention areas on single-family lots are proposed to meet the requirements for the residential impervious areas. Maintenance of the bio retention areas on single-family lots will be the responsibility of the Homeowner's Association. These maintenance requirements have been added to the development agreement for this project. The commercial and high-density parcels (1, 2,9,12 and 13) will be responsible for construction their own onsite storm water management facilities to address LID requirements.

**OTHER CONSIDERATIONS**

**Parks and Recreation**

The City of Flagstaff Parks and Recreation Organizational Master Plan identifies a future community scale park (20+ acres) on or near the subject property. The current Flagstaff Regional Plan 2030 does not identify a park at this location. While zoning regulations do require some type of open space areas, they do not require the dedication of land and facilities for the development of public parks.

In order to offset the parks and recreation demands of the future Timber Sky residents, active and passive recreation amenities have been incorporated into both the civic and open space requirements. Those amenities include a clubhouse with BBQ grills, picnic tables, and a pavilion, sports courts and walking trails. The applicant will also be required to provide portions of the Flagstaff Urban Trail System (FUTS) trail through the open space corridor and along part of Route 66 as part of the roadway edge improvements. This will be a significant improvement to the Route 66 corridor for alternative modes of transportation.

**Cultural Resources**

A phase 1 cultural resource study was prepared by Paleo West for the subject site. The cultural resources inventory of the project area resulted in the recording of one previously recorded prehistoric archeological site, the identification of one historic property (50 years or older), and the discovery of eight isolated occurrences. Neither the site nor the isolated occurrences are considered eligible for listing on the Nation Register of Historic Places (NRHP). The historic property older than 50 years does not have sufficient integrity to merit a recommendation of eligibility. The Heritage Preservation Commission reviewed the phase 1 study and determined that additional studies were not required for this site.

**Affordable Housing**

The applicant did not propose 10% of the housing units to qualify for the incentives allowed in the Zoning Code. However, recognizing that affordable housing is a priority planning consideration for the Planning and Zoning Commission and the City Council, the developer has agreed to build and sell affordable homes as part of this development. The Project will deliver 100 residential ownership units at 100% Area Median Income affordability level in the first three phases of the development. Because this is a Concept Zoning Map Amendment, the applicant has not fully developed the final lotting for the Blocks within Timber Sky. The applicant is in discussion with a homebuilder who is familiar with providing affordable housing units but no final commitments have been made. The applicant has agreed to work in good faith with the City to develop a program that ensures that these units will be permanently affordable and owner occupied. The location of the AMI-accessible units will be determined as the Blocks are platted, and it is intended that they be located within the MR and HR zoning districts and disbursed throughout the first three phases of development. The applicant will work with the City to establish the application process for the AMI-accessible units to ensure that the buyers meet ownership and income eligibility requirements as determined by the City. The applicant has agreed to cooperate in the preparation of a development-specific Affordability Plan understanding that restrictions on lending and market conditions could require that the terms may need to evolve over time.

**Three-Phase Power**

At the time of Phase 1 infrastructure construction, the applicant has agreed to install an additional conduit so that APS can provide three-phased power to the north side of Route 66 at Alvin Clark Way (internal project roadway) to support the Core Facilities project and installation of a new well pump.

**CITIZEN PARTICIPATION**

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for annexation. In accordance with State statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 300 feet of the site. The notices were also provided to the County Recorder, County Assessor, County Community Development Department and the Chair of the Board of Supervisors.

The applicant held two neighborhood meetings in regards to this case. The first meeting was Tuesday, December 8, 2015, between 6:00pm and 8:00pm, at the Kilted Cat. Twenty-nine individuals attend the first meeting. The second meeting was held Monday, January 11, 2016, also between 6:00pm and 8:00pm, at the Doubletree Hotel. Sixteen individuals attended this second meeting. Attendees had questions and concerns in regards to traffic and public safety, outdoor lighting impacts, impacts to wildlife, protection of forest resources and general project design. A citizen participation report was prepared in relation to the comments and concerns presented dated March 10, 2016.

**RECOMMENDATION:**

Two public hearings are required for Zoning Map Amendments that involves a development with more than 300 residential dwelling units.

At the September 28, 2016 Commission meeting staff recommends opening the public hearing and continuing the hearing until October 12, 2016.

For the October 12, 2016 Commission meeting staff recommends approval of PZ-15-00115 with the following

conditions as well as an accompanying development agreement (attached). The Development Agreement contains commitments by the developer and the City of Flagstaff to set additional conditions, terms, and requirements to facilitate the development of the property.

1. The subject property must be developed in accordance with the concept zoning plan and narrative dated August 12, 2016 for "Timber Sky" as presented with this rezoning request. The development of Timber Sky shall not exceed 1,300 dwelling units and shall have no less than 910 dwelling units within the residential zones. Allowed uses are limited to those included in the above referenced concept zoning plan.
2. If any use(s) within the concept zone plan are proposed but were not modeled in the approved Traffic Impact Study or Water and Sewer Impact Analysis, a revised impact analysis must be prepared, approved and mitigated.
3. All other requirements of the Zoning Code and other City codes, ordinances and regulations, are met by the proposed development.
4. Applicant must install at their expense, with no financial obligation to the County, a left turn lane on Route 66 at Flagstaff Ranch Road in the County right-of-way in accordance with the recommendations of the approved Traffic Impact Analysis. Improvements must be designed to ADOT standards and installed prior to the issuance of the first building permit in Phase 1.
5. The public utility easement for the portion of the Westside Sewer Line Extension (Route 66 to I-40) across the subject property shall be provided as a dedication on the final plat for Phase 1.
6. Internal connections between Blocks must be provided to the greatest extent feasible with special attention to connections from each block to the designated open space/civic space areas as well as adjacent activity centers.
7. Each phase of the Timber Sky development must meet all requirements independently.
8. Applicant must grant permanent public pedestrian easements on all trails within the development of Timber Sky. Such easements must be shown on final plats.
9. A new Drainage Impact Analysis must be submitted and approved for the eastern side of the property if all drainage flows cannot be directed towards the westerly drainage corridor.
10. All terms, conditions, and restrictions detailed within the "Timber Sky Annexation and Development Agreement" must be fully satisfied.
11. If the applicant fails to obtain final plat approval for Phase 1 of Timber Sky, or obtain an extension of zoning within five (5) years of the effective date of the rezoning ordinance, the City Council may take action to revert the zoning back to the former classification of RR, Rural Residential District, per Section 10-20.50.060 of the *Zoning Code*.

**Attachments:**

- Application

- Legal Notice
- Zoning District Legal Descriptions
- Concept Zoning Plan
- Concept Zoning Plan Project Narrative
- FRP 2030 Applicable Goals and Policies
- FRP 2030 Map 21 Enlargement of subject property
- FRP 2030 Map 7 Enlargement of subject property
- FRP 2030 Map 25 Enlargement of subject property
- Proposed Lighting Mitigation
- Timber Sky TIA Executive Summary
- Timber Sky agreement with ADOT
- Draft Development Agreement
- Citizen Participation Plan



# TIMBER SKY

Concept Zoning Plan  
Project Narrative

August 12, 2016

Case #PZ-15-00115



VINTAGE  
PARTNERS

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# Project Introduction

Timber Sky was conceived as a master planned community for Flagstaff. The concept, designs and amenities all flow from the Flagstaff lifestyle and commitments. The community celebrates the rural beauty and rugged character of Northern Arizona from the integration of the roadway system into the existing topography, the proposed land uses strategically located to reduce disturbance of the existing trees, the preservation of the natural features and vegetation, the community amenities which appeal to the culturally diverse Flagstaff residents, and the entry monumentation design which incorporates two strong historical aspects of the City, the timber industry and star gazing.

One of Flagstaff's commitments is the preservation of the dark skies. Flagstaff is one of eleven International Dark Sky Cities. Timber Sky is designed to become the finest dark sky's compliant master planned community in the state. In fact, it is our intention to meet and exceed the City's Zone 1 lighting standards. We will do this by creating a coalition of consultants, community activists and the astronomy community contributing to set a new standard in dark skies development. Chris Luginbuhl and the team from the Naval Observatory Flagstaff Station (NOFS) have worked closely with Vintage Partners to design, plan and codify through our development agreement and the CC&Rs a lighting vision that will control all development on Timber Sky throughout the life of the project.

Timber Sky was also conceived as "Flagstaff friendly" through its amenities design. The amenities at Timber Sky reflect this commitment by having a daytime focus that is athletic, outdoor and affordable. Golf and other expensive, second-home market pursuits are not a part of the community program. The Timber Sky amenities are accessible to the average Flagstaff full-time resident and include a potential dog park, Community gardens, Pickle Ball courts, trail systems as well as a widened internal collector roadway corridor.

Another way Timber Sky will target Flagstaff residents is to address the current run-away housing costs in Flagstaff. One of the primary project goals is to deliver housing at nearly 50% of the current median home price - thus opening up home ownership to many more Flagstaff residents. Currently many City staff, first-responders, educators and many other residents either rent or commute. These factors continue to drive up the resale market making it even more difficult for long-time Flagstaff residents to purchase a home. Timber Sky will not completely solve the housing problem, but by offering housing product starting in the low \$200's (based on today's market conditions), it will add a meaningful supply of housing accessible to some of the most important members of our community.

Timber Sky is a unique master planned offering to the residents of Flagstaff with a goal of protecting the dark skies as well the true Flagstaff lifestyle and the economic future of the city by delivering work force housing. By creating a thoughtful partnership with the



Dark Skies community, the County and the City can work together to deliver this desperately needed community to the benefit of local residents and the long-term economic wellbeing of Flagstaff and the greater Northern Arizona region.

## **Concept Zoning Narrative**

### **Project Application**

Timber Sky is a proposed master planned community on a partially wooded site just south of Route 66 and west of Woody Mountain Road as illustrated on the Vicinity Map, Exhibit 1. A team of consultants have designed a community with a mixture of high density, medium density and single family residential combined with commercial service on the 197.58 acre site as envisioned for this property in the Flagstaff Regional Plan 2030 (FRP2030).

The site is located in both the City of Flagstaff and Coconino County limits. Currently, the eastern 90.4 acres of the property are within the City of Flagstaff's municipal boundaries. The remaining 107.2 acres of the western portion of the site is within the Coconino County limits. Concurrent with this application, the owner has applied for the annexation of the remaining 107.2 acres into the City to plan and develop both properties in a single jurisdiction. Together, the properties become Timber Sky.

### **Reason for Request**

The purpose of this application is to request a zone change for the Timber Sky planned community. The existing zoning is Rural Residential (RR) for the City of Flagstaff portion of the site and General (G) for the portion of the site currently in Coconino County.

The proposed request would change the current zoning to a mixture of High Density Residential (HR), Medium Density Residential (MR), Single Family Residential (R1), Commercial Service (CS) and Public Open Space (POS), with the placement of the Resource Protection Overlay (RPO) over the entire project. Timber Sky will provide for a full palette of residential uses and create a robust neighborhood with supporting commercial services in the western growth area of Flagstaff.

### **General Plan Consistency**

The FRP2030 establishes the community's intentions for what the region could and should be for future generations and presents a regional context for the preservation and enhancement of the community's character and natural environment, while providing for appropriate growth and development. Timber Sky has been designed in



concert with the vision and goals set forth in the FRP2030 related to new residential communities within the City's planning boundaries.

Timber Sky is designated as a mixture of Suburban – Future and Future Employment in the Future Growth Illustration and the uses in the applications are guided by these goals. The current zoning categories of RR and G do not reflect the intended development in the FRP2030. A chapter-by-chapter analysis of the FRP2030 against the Timber Sky applications has been conducted that supports the project's conformance with the FRP2030. The FRP2030 Analysis is provided in Appendix 1 of this document.

## **Generalized Land Uses in Vicinity**

There is a 10-acre vacant parcel on the northwest corner of the site owned by others. A vacant platted subdivision (Flagstaff Ranch Business Park) borders the west side the site. An Arizona Public Service (APS) substation is located offsite on the southwest corner of the site. The east side is bordered by a 37 acre parcel owned by others.

The Context Analysis Map, Exhibit 2, illustrates the zoning and land use of the properties surrounding Timber Sky. The combination of the uses include residential to the east and southeast, a public facility planned by the City to the north, industrial and employment uses to the west and south.

## **Location / Size / Shape**

As illustrated on the Vicinity Map, Exhibit 1, the property is located south of Route 66, north of Interstate 40 between Woody Mountain Road and Flagstaff Ranch Road. The site is located in both the City of Flagstaff and Coconino County limits. Timber Sky is in the western portion of the City, and due south of the City's planned McAllister Public Works yard.

The property is 197.58 acres in size and is approximately half mile wide by a half mile deep. It is currently undeveloped with high desert shrubs and Ponderosa Pine trees.

## **Existing Site Characteristics**

As illustrated on the Site Analysis Map, Exhibit 3, the site gently slopes from south to north and most of the onsite drainage flows toward an existing culvert under Route 66 and eventually discharges into the Clay Wash Detention Basin located north of Route 66. There is no defined floodplain within the site area which requires protection under the Resource Protection Overlay District (RPO). The site is located within FEMA's Flood Zone X which eliminates any floodplain analysis or FEMA submittals.



There are significant forest resources on the site as identified in the Natural Resource Protection Plan submitted with the Preliminary Block Plat. A wildfire burned across the site in an east to northeast direction in 2006, leaving a 700-foot wide corridor of deforested land.

The topographic data indicates there are two pockets of steep slopes greater than 17% that meet the steep slope criteria required for protection. Most of the slopes are sheer basalt rock outcroppings with slopes greater than 35% but do not meet the criteria for slope protection. Many of the sites will be protected from development where noted in the Rock Preservation Section of this document. There are a few areas of steep slope that are identified on the Natural Resource Protection Plan and illustrated on the Site Analysis Map, Exhibit 3. The slope disturbance requirements from the City of Flagstaff Zoning Code will be met. In addition, the topography of the site shows some steep slopes in the center of the eastern portion of the site where an earth stockpile exists that was created by previous owners during the construction of the Presidio development. This area is man-made and will not be protected during the development of this site.

There is an existing 69 KV power transmission line that crosses the site in an east-west direction which connects to a power substation located on the adjoining property in the southwest corner of the site.

## **Existing Site Improvements and Vegetation**

The Timber Sky site is almost entirely vacant. There is an abandoned single family home near the middle of the property. This structure and the remains of other accessory structures will be demolished and every attempt will be made to salvage native stone used in the structures to be used in the entry monuments. The only other improvement on the site is the APS overhead power line that will be undergrounded with this project.

The project area is situated in a flat to slightly north and west sloping open prairie surrounded by scattered ponderosa pines and native grasses. The 2006 forest fire burned across approximately one-third of the eastern side of the site. The area disturbed by the fire supports a thick cover of disturbance plants, including bee weed and Russian thistle, and numerous charred and downed tree branches. The ponderosa pine on the site have been logged historically and thinned in the past 10-years. Numerous unburned slash piles are present throughout the forested area of the property.

## **Project Benefit to Public / Community Benefit**

Approval of the Timber Sky project will serve the public interest, health, safety, convenience or welfare and will add to the public good as it will provide for the development of a residential community in an area where new residential development



is both needed and intended. Timber Sky has been planned in a manner to deliver financially accessible housing to the City's young workforce, families and aging population. As a result, upon annexation and development, the project will play a role in addressing the growing affordability gap between wages and housing prices as discussed further in the Affordable Housing section of this document. This adds to the public good. Following completion of the development, Timber Sky will bring an additional tax base to the City and help to complete the infrastructure in the City's west side.

One of the greatest community benefits associated with the development of Timber Sky will be the impact on available housing that will result. As the project includes multiple housing types offered at a variety of different price points, the community will enjoy new, convenient and affordable housing. Timber Sky is located in an area of Flagstaff that includes two large employers, W.L. Gore and Swire Coca-Cola. As a result of this adjacency, the residents will be in close proximity to some of the region's larger employers. This new availability of work force housing will draw people to the City who may have been reluctant in the past due to concerns about housing affordability. Further, businesses looking to relocate to Flagstaff will place importance on the residential affordability index to ensure that its employees and their families will have comfortable communities to reside in. By adding a diversity of product that can be efficiently delivered, the application seeks to provide housing in the region that starts below the median price currently available, this will assist in new business and industry recruitment to the City.

The community benefits go beyond housing. The project incorporates environmentally sensitive design that is focused on resource protection, linkages that promote multi-modal corridors, and both day and night sky view preservation. With energy efficient construction and low water use vegetation, the project will benefit the community delivering an amenity program that is not just accessible, but environmentally conscious and creative.

Timber Sky will provide many recreational benefits to the entire City of Flagstaff including the improving regional multi-modal connectivity by the extension of the FUTS trail system, a large Community Center, and natural open space corridor, all of which are connected to one another. Walkability is highlighted by a series of trails that allow for connection to any part of the development in minutes. Timber Sky intends to work closely with NAIPTA in planning a future connection to the NAIPTA system near the northeast corner of the project site, possibly serving as a new western terminus of the routes. This will provide residents and community members with unique recreational and social experiences.

The Community Center will include a large plaza with a ramada, playground, pickle ball courts, a community garden and possibly a dog park. The plaza is planned to be large enough to host events such as a local community farmers market. The open space corridor serves as a wildlife linkage to the Coconino County Forest to the north and will



provide watchable wildlife recreation opportunities for all visitors. The Timber Sky passive and active amenities serve the public interest and good.

Finally, the City recently annexed the McAllister Ranch property just north of Route 66 in order to build the new Core Maintenance Facility for the City Public Works department. With the annexation of Timber Sky, the development will provide for more consistent City boundaries on both sides of the regionally significant route. These aspects of the project serve the public interest.

## **Affordable Housing**

As has been reiterated throughout the project documents for Timber Sky, the community is designed to bring a variety of new-construction, residential units to the City of Flagstaff that are accessible to a spectrum of income levels- and specifically, entry-level buyers. Under the Incentive Policy for Affordable Housing, dated October 2009 (“IPAH”), the City of Flagstaff’s Housing Section has set forth the goals for the City’s incentive program, designed to encourage the “preservation and production of permanently affordable units and facilities intended for the Flagstaff community” . . . “narrowing the deficit of all types of housing for households earning up to 150% of the Area Median Income (AMI).”

In 2015, a household of 4 at the 150% AMI mark had an annual income of \$90,300. Based on generally accepted affordability calculations, this currently translates to a home price ranging between \$260,000 and \$280,000. The applicant’s goal is to provide a minimum of 100 residential ownership units at the time of sale to the ultimate purchaser at the 100% AMI affordability level (which today, would be \$220,000 based on an income of \$60,200). The Timber Sky AMI-accessible units may be located in any of the zoning categories, but will most likely be included in the MR and HR land use designations. The new units will be constructed with the benefit of the construction codes, materials and fixtures that will yield more affordable long-term maintenance and ownership costs as compared with other resale housing stock at the AMI level in the City. As a result, the driving goal of the IHAP will be furthered with the development of Timber Sky AMI units as there will be housing supply available to income levels that are well below the stated goal of 150%.

As the Timber Sky project moves to the platting phase for the individual development parcels, the ultimate infrastructure, improvement and design requirements will be known, and the developer will be equipped to further specify parameters for providing a portion of the project’s housing at the AMI. Within this zoning application and associated preliminary block plat application, the project has been designed within the City’s prevailing codes, and as a result, the Applicant is not making a voluntary incentive application under the IHAP in connection with this request. We look forward to working with the City and its Affordable Housing partners as it progresses through the entitlement and construction process.



## **Proposed Design and Land Uses**

The project is designed to preserve view corridors throughout the community during the day and night. The plan will create a built environment that includes intimate neighborhoods that are connected by trails and open space corridors that provide linkages within the project and to the regional routes adjacent to it.

The proposed uses on the site range from High Density Residential (HR), Medium Density Residential (MR), and Single Family Residential (R1), to Commercial Services (CS). As illustrated in the Concept Zone Plan, Exhibit 4, the community is designed to cluster the proposed high and medium density residential development on the area of the site deforested by the 2006 wildfire and no longer have a high concentration of existing trees. In addition the higher density housing is located closest to the primary access points to the community near Route 66. High Density Residential (HR) densities range from 13 du/acre minimum to 22 du/acre maximum. The Medium Density Residential (MR) proposed densities range from 6 du/acre minimum to 9 du/acre maximum.

The proposed single family residential is located in the area of the site not affected by the wildfire and is naturally wooded area. The lower density residential was located for the least disturbance of the existing trees and located in the highest concentration of existing trees with a circumference greater than 25 inches. The Single Family Residential (R1) densities range from 2 du/acre minimum to 5 du/acre maximum.

The Commercial Services land was provided to enable the development of compatible commercial services to compliment the community, subject to market demands, and/or may be developed as residential uses as provided for the in Commercial Services (CS) zone.

The Site Data Chart, Table 1, details the proposed land uses, zoning, densities, and yields for the project. The table specifies the minimum and maximum densities proposed for the zoning districts. Table 2 separates out the site data into categories by zoning category. Tables 3, 4 and 5 detail the allowed uses permitted on the site by zoning category. The applicable development standards with each zone are as provided for in the October 2011 City of Flagstaff Zoning Code, unless otherwise specified in a development agreement.

Detailed lot layouts will be submitted at the time of individual block platting and in those applications, the local streets and lot arrangement will be designed to avoid disturbance of as many existing trees as possible. Preservation of the natural features of the site including rock outcroppings and forested areas will be a significant factor in the design of each parcel development.



## **Public and Emergency Vehicle Access**

The site was chosen for development because of its immediate vehicular access to Route 66 and Woody Mountain Road, in conjunction with its natural beauty and natural amenities. The Concept Zone Plan, Exhibit 4, illustrates the conceptual design of the community's major road network.

The primary access to the site is via Route 66 and Woody Mountain Road. Two access points are proposed along Route 66, one on either side of the major drainage way that bisects the property. A third access point is located along Woody Mountain Road at the intersection of Presidio Drive South in the southeast corner of the site. The conceptual street cross section for Route 66 is illustrated on Exhibit 5, and Woody Mountain Road is illustrated on Exhibit 6.

Two proposed boulevard style collector streets, McAllister Ranch Road and Alvan Clark Way, meander through the site and acts as the primary circulation system for the community. The collector's proposed alignments follow the natural topography and were located specifically to retain existing natural features. A cross section of the expanded collector roadway is illustrated in Exhibit 20. The proposed cross section generally meets or exceeds the City's engineering standards.

The two collectors intersect at the center of the community with a roundabout. The interior roundabout is included in the proposed development to provide a central focal point of the community. The roundabout provides additional opportunity to add landscaping and complements the adjacent neighborhood by being in character with the existing Woody Mountain road improvements and roundabouts. The roundabout conceptual design is illustrated on the Conceptual Collector Corridor Plan, Exhibit 10. Roundabouts are recognized as a safe way to reduce speeds and provide a safer travel experience.

The looped collector roadway system provides easy access throughout the community. Each proposed residential and commercial parcel has direct access to the meandering collector streets. The parcels are of sufficient width to accommodate a minimum of one, and in most cases two, full access points to the collector. The parcels that have only one entry with a median break will also have right in/right out secondary access to the collector or an internal connection to an adjacent parcel.

The local road section is illustrated in Exhibit 21.

A separate optional cross section is proposed for some of the entries into parcels where lots do not front on the entry. At those locations, the entry cross section will widen to a 70 foot right-of-way with a 7 foot landscaped median as illustrated on Exhibits 22 and 23.



## **Preservation of Special Scenic and View Corridors**

This site has views of the San Francisco Peaks to the north and the peaks view shed is identified on the Site Analysis Map, Exhibit 3. To the southeast of this line, the view corridor to the San Francisco Peaks is unobstructed. Due to the topography of the surrounding areas, the Timber Sky Development will not impact the adjacent parcels views.

## **Community Connectivity and Open Space**

The Conceptual Community Connectivity and Open Space Plan, Exhibit 9, illustrates how the community is connected both internally and externally through a series of proposed trails and access ways. Timber Sky is internally connected by two major collector roadways, McAllister Ranch Road and Alvan Clark Way, as illustrated on the Conceptual Collector Corridor Plan, Exhibit 10, and a wide open space corridor that includes a 10' wide Unpaved FUTS trail as illustrated on the Conceptual Open Space Corridor Plan, Exhibit 11.

The enhanced collector roadways are envisioned to be used by a variety of potential users including pedestrians, joggers, bikers, and vehicles. These corridors consist of two 5' wide concrete sidewalks, a vehicular roadway with two 13 foot travel lanes and 5.5 foot bike lanes on both sides, a 16 foot wide landscape median, and ample landscape from curb to back of lots.

The open space corridor serves to convey drainage runoff but also to connect the community with the 10' wide Unpaved FUTS Loop trail running along the entire length. This corridor will be a wildlife thoroughfare as well. The required grading for the detention area will have undulations which will make the space appear to be part of the natural topography. The vegetation shall consist mainly of native grasses and shrubs and native riparian trees. A special native mix of tall grasses that can take periodic flooding will be planted in the bottom of the detention area. These plantings likely will attract wildlife. At one key location next to the Community Center, the detention area will be turf and is anticipated to be used for informal multi-purpose field sports. A dog park is another possible amenity that could be included near this open space corridor and the Community Center.

Along the north side of the community, east of the open space corridor and adjacent to Route 66, a 10 foot wide paved FUTS trail is proposed as illustrated on the Conceptual Route 66 Cross Section, Exhibit 5. In addition, this community will include a section of 10' wide paved FUTS trail at the southeast corner of the site as illustrated on the Conceptual Woody Mountain Road Cross Section, Exhibit 6. This trail will be incorporated into the FUTS trail system once the development to the north is completed by others.



## **Community Center**

The proposed Community Center is imagined on the Conceptual Community Center Plan, Exhibit 12, and is strategically located to be visible from all directions and is adjacent to the collector roadway and the open space corridor. The Community Center is packed with amenities and includes: a large plaza with a large ramada, planetary themed playground, pickle ball courts, community gardens with a tool shed and lockers, star gazing plaza, picnic spaces, a potential dog park, off street parking and connections to the FUTS Loop trail. The overall layout of the park includes sweeping curves and radial offsets reminiscent of solar orbits. A large galactic feature element in the center of the civic center that will be visible from most of this area is planned.

The plaza is planned to be large enough to host events such as a local community Farmer's market and shall have a radial paving pattern consistent with a galactic theme. Centered on the plaza is the ramada whose structure will incorporate timber beams, native stone columns, standing seam metal roof and oversized steel fasteners for a rustic mountain look.

A special smaller star gazing plaza is planned across the playground that overlooks the large turf area in the open space corridor perfect for star gazing. The paving in this plaza will also be radial in nature, tied to the idea of celestial orbits.

The community garden space will feature a variety of raised garden planters and at grade garden plots. A large tool shed with lockers designed to complement the architecture of the nearby ramada will be incorporated. Water spigots, shady seating nodes, and informal gravel pathways through the gardens are envisioned. The entire garden space shall be enclosed by an open rail fence with weathered welded wire mesh to deter unwanted wildlife from entering on the garden area.

## **Overlook Park**

An additional park, Overlook Park, is located adjacent to the Timber Sky entry along Woody Mountain Road at the south east corner of the site. A conceptual design of the park is illustrated on the Conceptual Overlook Park and East Entry Monument Plan, Exhibit 13. This open space sits on a large, rocky knoll and is heavily wooded with Ponderosa Pine and Gamble Oak. Meandering gravel trails will interconnect the adjacent collector road corridor to Parcel 4 and to the 10 foot wide Paved FUTS trail along Woody Mountain Road.

A spur off this trail leads through the forest, up to a small ramada that will sit at the location of the original McAllister Log Cabin foundation that remains in place. Due to the poor condition of the original foundation slab, it will be replaced and enhanced with an intimate seating area under a ramada which will overlook the forest with sweeping views of the San Francisco Peaks. The small ramada will incorporate timber and native stone



much like the large ramada in the community center. A small plaque will be placed at the ramada detailing the history of the McAllister's log cabin.

The spur trail will eventually lead up to a seating nook nestled within a rock outcropping. This intimate seating nook sits high up on the knoll, overlooking the forest with again nice views to the San Francisco Peaks.

## **Preservation of Existing Rock Outcroppings**

At the time Timber Sky was being conceptually developed, the sites natural features were located by survey including several rock outcroppings, tree and slope resources and view sheds. These features are shown on the Site Analysis Map, Exhibit 3, and on the Natural Resource Protection Plan being submitted with the Preliminary Block Plat. The slopes and tree resources will be protected in accordance with the City of Flagstaff Zoning Code. Significant effort has been made to protect several of the rock outcroppings around the site, in particular the rock outcroppings outside of the burn area with strands of trees. The rock outcroppings with no trees located on them and that are smaller in size will not be preserved.

Overlook Park at the Woody Mountain Road entrance to the site has been designed to emphasize and preserve this beautiful rock outcropping feature and stand of native trees. A significant outcrop is being preserved along Interstate 40 within Parcels 4 and 5 (approx. 1.1 acres). Another outcrop within Parcels 2 and 3 (approx. 0.3 acres) will be preserved. These three locations have the highest quality outcroppings due to their size, mix of tree and slope resources and elevation. Other than these three areas, the other rock features of lesser value may or may not be saved at the time of development of each Parcel.

## **Required Open Space and Civic Space**

The Conceptual Connectivity and Open Space and Civic Center Plan, Exhibit 9, illustrates the proposed open space and Civic Space for the community. The Conceptual Open Space and Civic Space Chart, Table 6, illustrates the required open space for the community based on the City specified required percentages by zoning category. The percentages are then equated to an overall acreage of required open space. Based on the required percentages, 12.53 acres of open space is required to be provided on the project. As conceptually designed, the plan will allocate 14.73 acres of open space which exceeds the required amount and includes areas of open space within the rock outcropping preservation areas, Overlook Park and the open space within the collector roadway. The median and landscape area within the collector roadway will be allocated as open space but does not include the parkway between curb and sidewalk.



As the Chart illustrates, five percent (5%) of the Timber Sky community is required as Civic Space, which equates to 9.88 acres. The Community Center (Parcel 15) and Open Space Corridor (Parcel 14) is proposed to satisfy the Civic Space requirement. The combined total area of the Community Center and Open Space Corridor is 11.54 acres which exceeds the required amount.

The Civic and Open Space will be developed per the Phasing Plan, Exhibit 19, or as the adjacent parcel develops. The Conceptual Open Space by Development Phase Chart, Table 8, illustrates the required and allocated Civic and Open Space for the community based on the development phase. Each phase will allocate the required amount of Civic and Open Space. Any extra Civic or Open Space provided per phase may be reallocated to a subsequent phase of development. Certain portions of open space which qualify as Civic Space (FUTS trail, public amenities, etc.) will be used to satisfy Civic Space requirement per phase.

## **Project Theming and Entry Monumentation**

The City of Flagstaff has a significant tie to the sky above. Lowell Observatory, built in 1894 is perched on Mars Hill overlooking the town and has been a special local landmark since it was built. The dwarf planet Pluto was discovered here. Flagstaff's progressive Dark Sky efforts make the City ideal for star gazing. Flagstaff has a rich history tied to the timber industry as well. The City is located in the largest Ponderosa Pine forest in the world. The monumentation for this project incorporates these two strong historical aspects of the City. Entry monumentation is proposed at each of the three entries into the community as illustrated on the Conceptual Community Connectivity and Open Space and Civic Space Plan, Exhibit 9.

The entry designs are conceptually illustrated on the Conceptual Primary Entry Monument Plan, Exhibit 14 and the Conceptual Primary Entry Monument Elevation, Exhibit 15, and the Conceptual Overlook Park and East Entry Monument Elevation, Exhibit 16. The tapered circular form of the monument is derived from the shape of the Pluto telescope building at Lowell Observatory. The monument shall be clad in native stone similar to the Pluto telescope building. The monument cap will mimic COR-TEN weathering steel and will have circular cutouts along the cap base internally illuminated to simulate star light. Roughhewn timber produced by this development will be used to construct retaining walls, posts, beams and design features associated with the monuments. The ramadas and bridge at the open space crossing are to incorporate roughhewn timber elements and COR-TEN weathering steel as well. Keeping with the theme, it is anticipated that the Community Center Park will include a centrally located large galactic feature element.



## Landscape Theme

The two driving goals for the landscape are to complement the beautiful native landscape present on the site and to provide enhanced landscape at key areas into the community that is unique to the project.

Native vegetation including Ponderosa Pine, Gamble Oak and groundcovers will be preserved wherever possible. The majority of the disturbed areas shall be seeded with native seed mix allowing new landscape to blend seamlessly with the preserved landscape over time. Throughout the site, the preserved native Ponderosa Pine forest will be supplemented with additional new Ponderosa Pine and Pinon Pine. Clusters of adapted canopy trees will run along the walks and trails as a part of the collector roadway.

To meet the City right of way landscape requirements found in Title 13, City approved street trees shall be selected from the City's low water list shall be planted in clusters approximately 35 feet on center with wider gaps at strategic locations such as at trail connections or where there is an existing tree to be saved. Trees shall be planted at no less than an overall average of 45 feet on center for each parkway. The clustering of street trees is intended to create the desired less formal appearance. Native boulders found on-site will be clustered in the landscape bed areas as well.

Landscape and collector intersections will be enhanced at the entry monuments. Blue Spruce trees and Ponderosa Pine will provide a backdrop to the monumentation while colorful ornamental trees will be sprinkled in the foreground. Additional colors and textures will be provided by both rock and wood mulch beds planted with mainly native or adapted shrubs and ornamental bunch grasses.

A special feature of this development is the presence of 16 foot wide landscape medians that run along the center of the collector roadway. These medians will preserve existing pines where possible and shall be planted with native grasses and clusters of canopy and evergreen trees. Trees shall be planted at no less than an overall average of 45 feet on center similar to the adjacent parkway. Enhanced perennial flower landscape beds may be installed at the median ends. Shrub beds interspersed along the entire length of the medians that are consistent with the landscape design goals will complete this feature.

Because of the desire to have the enhanced collector roadways serve as a unique visual connection for the entire Timber Sky community utilizing landscaping elements beyond the typical for City maintained roadways, the homeowner's association for Timber Sky will maintain all landscaping within the public right-of-way under a license agreement with the City of Flagstaff.



## **Fencing**

A family of fencing and walls has been created for this project to assist in enhancing the overall character of this development. This narrative will be used as a general guide for fencing concepts. The developer will incorporate guidelines from the Arizona Game and Fish Department to ensure wildlife friendly fencing and walls wherever possible. Materials used shall be consistent with the materials used for the monuments where feasible and compatible with the AZGFD Wildlife Compatible Guidelines.

The Conceptual Wall and Fence Location Plan, Exhibit 18, illustrates conceptual location of the various proposed wall and fence types. The wide open space corridor is envisioned to remain open with no fencing at either end in order for wildlife to move freely through the site. On the south end along Interstate 40 the corridor will be blocked to avoid Elk and Deer from entering onto the freeway. Where the corridor connects along the west side, it will be left open for at least a 150-inch width north of the existing APS substation to allow movement for wildlife. Open rail fencing with the weathered welded wire mesh option at the back of lots along the open space corridor will help deter wildlife from entering the lots and help separate pets from wildlife.

The fencing and screen walls at Timber Sky shall adhere to a set of design standards that will enhance a sense of community as well as compliment the natural surroundings. In keeping with the overall theme, most materials will be natural and rustic. Roughhewn cedar, on-site native rocks and boulders, and weathered steel shall be the main fencing materials. The family of fencing as shown on Exhibit 17 consists of open rail wood fence, privacy wood fence, gabion walls and columns, weathered corrugated steel fence and masonry sound wall. The open rail fence is to be used mainly where yards are adjacent to open space. The masonry sound wall is to be mainly located at the back of lots along I-40. Neighborhoods adjacent to collectors have options to choose a privacy wood fence, the open rail fence or masonry wall. The gabion walls and corrugated steel fencing shall parallel Route 66. In special cases open rail fence may be used along Route 66. The design of these fences allows for flexibility while adhering to a consistent Timber Sky theme.

Builders and homeowners within Timber Sky will be encouraged to take advantage of the educational materials created by the AZGFD for living with wildlife to create and maintain a community that lives in harmony with the natural environment as much as practical.

## **Development Phasing**

The development of the Timber Sky will rely on the timing and availability of public utilities to the site as well as market conditions. At this time, it is anticipated that the project will be developed in four phases as illustrated on the Conceptual Phasing Plan, Exhibit 19.



The Preliminary Development Phasing Data Chart, Table 7, illustrates the land uses and development acreages proposed in each phase of development. As the project moves through the platting phases, the phasing boundaries will be guided by this application but may be altered to address changes in conditions as approved by the City. The detailed phasing of the infrastructure associated with the development will be addressed in the Preliminary Block Plat application.

## **Public Services**

Timber Sky is ideally situated for the proposed residential and commercial uses. The main access to the site is provided by Route 66 and it will provide quick access for residents and emergency vehicle access. Although the site is on the boundary of the Flagstaff City Limits, one of the City of Flagstaff central intersections of Milton Road and Route 66 is only two miles to the east.

All services are available in this area for new residents including schools, shopping and other public services. The Timber Sky community will provide much needed housing that is physically close to the City. Within the last few years the infrastructure of the City of Flagstaff public potable water system has been extended beyond this site to the Gore facility south of Interstate 40. This extension allows this project to connect to the City infrastructure. The development is suitable for this area of the City and will complement the surrounding properties.

## **Fire Protection**

The Flagstaff Fire Department provides fire coverage for the area of Timber Sky. The closest fire station is Station #1 located at 1972 South Thompson Street, approximately 1.5 miles from the site. As an important wildland-urban interface between the City of Flagstaff and the surrounding forest, the project will provide suitable access and fire wise construction practices.

## **Police Protection**

The Flagstaff Police Department will be the police protection agency for Timber Sky.

## **Schools**

The project lies within the Flagstaff Unified School district. It is anticipated that the elementary age children (K-5) will attend Sechrist Elementary School as De Miguel Elementary School is at capacity. Sechrist is approximately three miles to the northeast of the site. The middle school age children (6-8) will attend Mt. Elden Middle School which is approximately 5 miles northeast of the community. The Flagstaff High School, located about 2 miles northeast of the site will serve grades 9-12. The Haven



Montessori Charter School is located approximately 1.5 miles northeast of the site. The school locations in relation to Timber Sky are illustrated on Exhibit 7.

## Potable Water

Timber Sky will be served by the City of Flagstaff Municipal Water System. A conceptual plan of the proposed utilities for the site is illustrated on the Conceptual Utility and Drainage Plan, Exhibit 8. The water mains to be constructed for the development will be located within public Right of Ways or Public Utility Easements. Connections to the 18 inch water main within Route 66 and the 12 inch main in Woody Mountain Road will be constructed to loop the system. Each of the development parcels in this development will be connected to the water main within the collector roadways. The water system will be extended in coordination with the phasing and as needed for the individual parcels.

The City of Flagstaff prepared a Water and Sewer Impact Analysis dated 11/03/2015. The City is requiring Timber Sky to construct one or more wells to provide for the public water demand of the development. The WSIA requires the developer of Timber Sky to install a new well, or wells, on the City water system that produce at least 331.4 gallons per minute (gpm). This production requirement was based on the Conceptual Land Use Exhibit dated April 7, 2015 submitted with the initial Annexation application that showed the following units:

Dwelling Units = 1,654 total single family & multi-family

- 626 multi-family dwelling units
- 1,028 single family dwelling units

The current project documents for Timber Sky reflect a limit to the total residential unit count of 1,300 residential units. Prorating the unit split used in the WSIA from 1,654 down to 1,300 gives:

- 492 multi-family dwelling units
- 808 single family dwelling units

This calculates out to a new well production requirement of 260.5 gpm. Because of the limitation of 1,300 total residential units, Timber Sky will be required to install a new well, or wells, on the City water system that produce at least 260.5 gallons per minute (gpm).

The City will allow this new well capacity to be deferred by allowing up to 420,000 gallon per day (gpd) of peak water demand equivalent to 480 Single Family Housing units before requiring the new well production capacity to be brought on line. This generally allows Timber Sky to defer the new well to phase 2 of the development, pending the limitations noted above. As development proceeds, the actual unit types will be tracked



to tally the overall peak water demand and determine the trigger point for the well installation. Based on preliminary density estimates, this water demand will not be reached until the second phase.

Because the resulting production of a new well is unpredictable, the production capacity that will be developed by Timber Sky will be greater than the 260.5 gpm requirement. The Development Agreement will address the City reimbursement to the developers of Timber Sky a prorated amount for capacity installed greater than the requirement.

## **Solid Waste**

The solid waste disposal for Timber Sky will be provided by the City of Flagstaff to the Cinder Lakes Landfill. The single family homes will have roll out containers and curbside pickup. The high density residential and the commercial service parcels will construct dumpster enclosures within their respective sites.

## **Storm Water Drainage**

The City of Flagstaff stormwater standards require the preparation of a Drainage Impact Analysis (DIA) to determine the downstream effects from a new development. In lieu of a DIA, the project has elected to store the volumetric flow difference between the pre-development conditions and the post-development conditions on-site within the open space drainage corridor. A Drainage Impact Analysis will therefore not be required for development within the Timber Sky project.

A Preliminary Drainage Report has been submitted with the Preliminary Block Plat to document the stormwater management approach. The water quality aspects of the low impact development (LID) requirements are being met in the upper reaches of the site at the discharge points of impervious surface areas.

As illustrated on the Conceptual Utility and Drainage Plan, Exhibit 8, Timber Sky will have an open space corridor that will manage major portions of the storm water on the project site. The open space corridor will be owned and maintained by the Homeowner's Association and zoned as POS.

The majority of the site outlets to the existing box culvert under Route 66. The box culvert eventually discharges flow to the Clay Wash Detention Basin located north of Route 66 within Rio De Flag watershed area. Minor portions of the site on the east side currently discharge to two culverts under Woody Mountain Road across private property. This flow will either be redirected west to the same outfall as the remainder of the project or will be discharged in a similar condition and at rates at or below the existing pre-development flow rates to avoid impact of downstream private property.



The commercial and high density Parcels (1, 2, 9, 12 and 13) shown on the Concept Zone Plan, Exhibit 4, will be responsible for constructing their own onsite storm water management facilities to address Low Impact Development (LID), volumetric control and rate control requirements in accordance with the City of Flagstaff requirements. Those onsite systems will discharge to the open space corridor or a portion of Parcels 1 and 2 possibly will discharge to the east as discussed above.

## **Waste Water**

Timber Sky will be served by the City of Flagstaff Municipal Wastewater System. The sewer mains that are constructed for the development will be located within public right-of-ways or Public Utility Easements. There is no existing wastewater system to serve this parcel. The WSIA identifies approximately 5,170 feet of 18 inch PVC sewer that Timber Sky is required to install to serve the project. Turner Engineering, Inc. prepared construction plans for this sewer extension under contract with Gore known as the Westside Sewer Line Extension which begins at the Existing City Manhole MH-2A-472 and continues across Interstate 40 to serve the Gore property. Timber Sky needs a portion of this sewer built to gain service to the project. The City is constructing a new Public Works Core Maintenance Facility on the North side of Route 66 across from the Timber Sky development and will build the first leg of the Westside Sewer Line Extension through Manhole #18 approximately 300 feet North of Route 66. Timber Sky will be required to build the next leg of the sewer from Manhole #18 to the Timber Sky development in order to gain sewer service.

The WSIA identifies approximately 3100 feet of existing 8 inch sewer that needs to be replaced with 18 inch PVC due to limited capacity. This is in the Westglen Mobile Home Park area and runs within the roadways of Thompson & Kaibab. This is a planned City of Flagstaff project that is budgeted for fiscal year 2021, with a budget of approximately \$1.4 M. Because Timber Sky intends to develop the 1st phase in 2017 with homes needing certificates of occupancy in early 2018, Timber Sky will need to build this sewer in advance of the City timeline. This improvement is also required to bring service to the Gore property south of I-40.

The sequence of development and construction of the infrastructure is detailed in the Phasing Analysis submitted with the Preliminary Block Plat.

## **Electric and Gas Services**

Natural gas service will be provided to Timber Sky by Unisource Energy Services. There is a gas main within the Right of Way of Route 66 that can service the project site. The design of the facilities needed for the development will be coordinated with Unisource during the construction design phase of each parcel.

Electric service will be provided by APS. There is a 69 KV overhead transmission line



that exists onsite that runs from the APS transformer on the western boundary of the property to the east towards town. The line will be undergrounded in coordination between APS and Timber Sky as the phases develop and will run through the McAllister Ranch Road Alignment.

## **Pending Legal Issues**

There are no pending legal issues related to the Timber Sky development. The framework for a development agreement has been provided concurrently with this application and it is anticipated that the agreement will move forward on the same path as this application.

## **Resource Protection Overlay District**

The Timber Sky site is a healthy Ponderosa Pine forest with some burnt areas from the 2006 fire. The remaining tree resources on site were surveyed and accounted for in accordance with the City of Flagstaff Zoning Code. A Preliminary Natural Resource Protection Plan that accounts for the remaining trees on this site will be submitted to the City of Flagstaff with the Preliminary Block Plat submittal. The framework that will be used to determine the Resource Protection thresholds is provided in the Development Agreement that accompanies this application.

## **Historical and Archeological Resources**

PaleoWest archaeologists conducted a historic resource study of the site. The cultural resources survey was completed in compliance with the Flagstaff City Code (Title 10: Flagstaff Zoning Code, Chapter 10-30.30, and Historic Preservation). The study resulted in the identification of 20 historic features and structures associated with the McAllister residential complex. The residential complex is not recommended eligible for listing on the Flagstaff, State, and National Registers of Historic Places, and is therefore not a significant historic resource. No mitigation measures are necessary.

In an effort to honor the McAllister's history on the property, the developer proposes using the McAllister name on the main collector roadway through the community to pay homage to the McAllister family, and use the remaining structures as design inspiration for other elements. For example, the original Log Cabin foundation remains in place in an area that will be developed as Overlook Park (situated in the southeastern portion of the study area). Due to the poor condition of the original foundation slab, it will be replaced and enhanced with an intimate seating area under a ramada which will overlook the forest with sweeping views of the San Francisco Peaks. A small plaque will be placed at the ramada detailing the history of the McAllister's log cabin. Stones from the exterior of the caretaker's house and accessory structures will be used in the Timber Sky entry monuments and exterior walls, and the project theming will include stone and log elements.



The other collector roadway in the community will be named for another prominent Flagstaff historical figure, Alvan Clark. Alvan Clark and Sons built the first telescope at Lowell Observatory as well as five of the largest refracting telescopes in the world.

## **Traffic Impacts**

It is anticipated that the Timber Sky master planned community will generate approximately 10,642 daily vehicles with approximately 954 PM peak hour trips anticipated from the area. The City of Flagstaff, Coconino County and the Arizona Department of Transportation (ADOT) require developments of this size to prepare a traffic study addressing regional impacts. The study identifies necessary roadway improvements surrounding the site evaluates the AM peak hour and PM peak hour. The traffic study has been submitted to the City and ADOT documenting the evaluation performed and all assumptions therein.

Access to Timber Sky is provided from Route 66 and from Woody Mountain Road. Route 66 will be the fastest route to reach destinations in the downtown Flagstaff area and some portions will require widening to provide a second through lane of travel in each direction. Woody Mountain Road will not provide regional access until its planned connection with I-40. This connection is not yet funded and the timing is uncertain. However, as regional connections and roadway improvements are provided surrounding the Timber Sky site, traffic patterns are likely to adjust to the paths that have the least amount of traffic or provide the fastest travel time to the final destination. Both Woody Mountain Road and Route 66 are classified as minor arterials within the Flagstaff Pathways Regional Transportation Plan 2030.

Two access points will be provided from Route 66. At each point, Route 66 will widen to provide a dedicated westbound left turn lane and a dedicated eastbound right turn deceleration lane. One access point will be provided from Woody Mountain Road located at the existing Presidio Drive roundabout.

The internal vehicular circulation will be conveyed by a collector roadway providing one lane in each direction of travel separated by a raised median. The cross section for the collector roadway is located on Exhibit 20.

## **Additional Reports and Studies**

A Citizen Participation Plan and Report, Cultural Resource Study, Preliminary Drainage Report, Drainage Impact Analysis, and Traffic Impact Analysis have been prepared for the project and have been submitted to the City.

The Flagstaff Regional Plan 2030 Analysis is included in this narrative as Appendix 1. A copy of the ALTA Survey and Title Report including the Legal Description are included with this narrative as Appendix 2.



## Development Team

Developer:  
Vintage Partners, LLC  
2502 East Camelback Road, Suite 214  
Phoenix, Arizona 85016  
Contact: Duane Hunn  
(602) 459-9931  
[duane@vintagevp.com](mailto:duane@vintagevp.com)

Engineer:  
Woodson Engineering and Surveying,  
Inc.  
124 North Elden Street  
Flagstaff, Arizona 86001  
Contact: Rick Schuller  
(928) 774-4636  
[rschuller@woodsoneng.com](mailto:rschuller@woodsoneng.com)

Land Planner:  
Arizona Land Design, LLC  
9007 North Arroya Grande Drive  
Phoenix, Arizona 85028  
Contact: Christine Lyons Taratsas  
(480) 951-6410  
[Christine@ArizonaLandDesign.com](mailto:Christine@ArizonaLandDesign.com)

Zoning Attorney:  
Bergin, Frakes, Smalley & Oberholtzer,  
PLLC  
4455 East Camelback Rd, Suite A-205  
Phoenix, Arizona 85018  
Contact: Carolyn Oberholtzer  
(602) 888-7860  
[coberholtzer@bfsolaw.com](mailto:coberholtzer@bfsolaw.com)

Landscape Architect:  
Norris Design  
6 East Aspen, Suite 260  
Flagstaff, Arizona 86001  
Contact: Aaron Hayne  
(720) 217-4479  
[ahayne@norris-design.com](mailto:ahayne@norris-design.com)

Traffic Consultant:  
CivTech, Inc.  
10605 North Hayden Road, Suite 140  
Scottsdale, Arizona 85260  
Contact: Dawn Cartier  
(480) 659-4250  
[dcartier@civtech.com](mailto:dcartier@civtech.com)

Real Estate Consultant:  
Belfiore Real Estate Consulting  
3930 East Ray Road, Suite 120  
Phoenix, Arizona 85044  
Contact: Jim Belfiore  
(480) 706-1002

Lighting Consultant:  
Wright Engineering Corporation  
165 East Chilton Drive  
Chandler, Arizona 85225  
Contact: Aaron Kutchinsky  
(480) 497-5829  
[akutchinsky@wrightengineering.us](mailto:akutchinsky@wrightengineering.us)



# TIMBER SKY

Concept Zoning Plan

## LIST OF EXHIBITS



VINTAGE  
PARTNERS



N.P.S.  
 Prepared: 11/20/15  
 Revised: 12/7/15  
 Revised: 3/10/16  
 Revised: 8/23/16  
 Revised: 8/12/16

**WOODSON**  
 ENGINEERS & SURVEYORS

**VINTAGE**  
 LAND SURVEYING

**TIMBER SKY** | VICINITY MAP

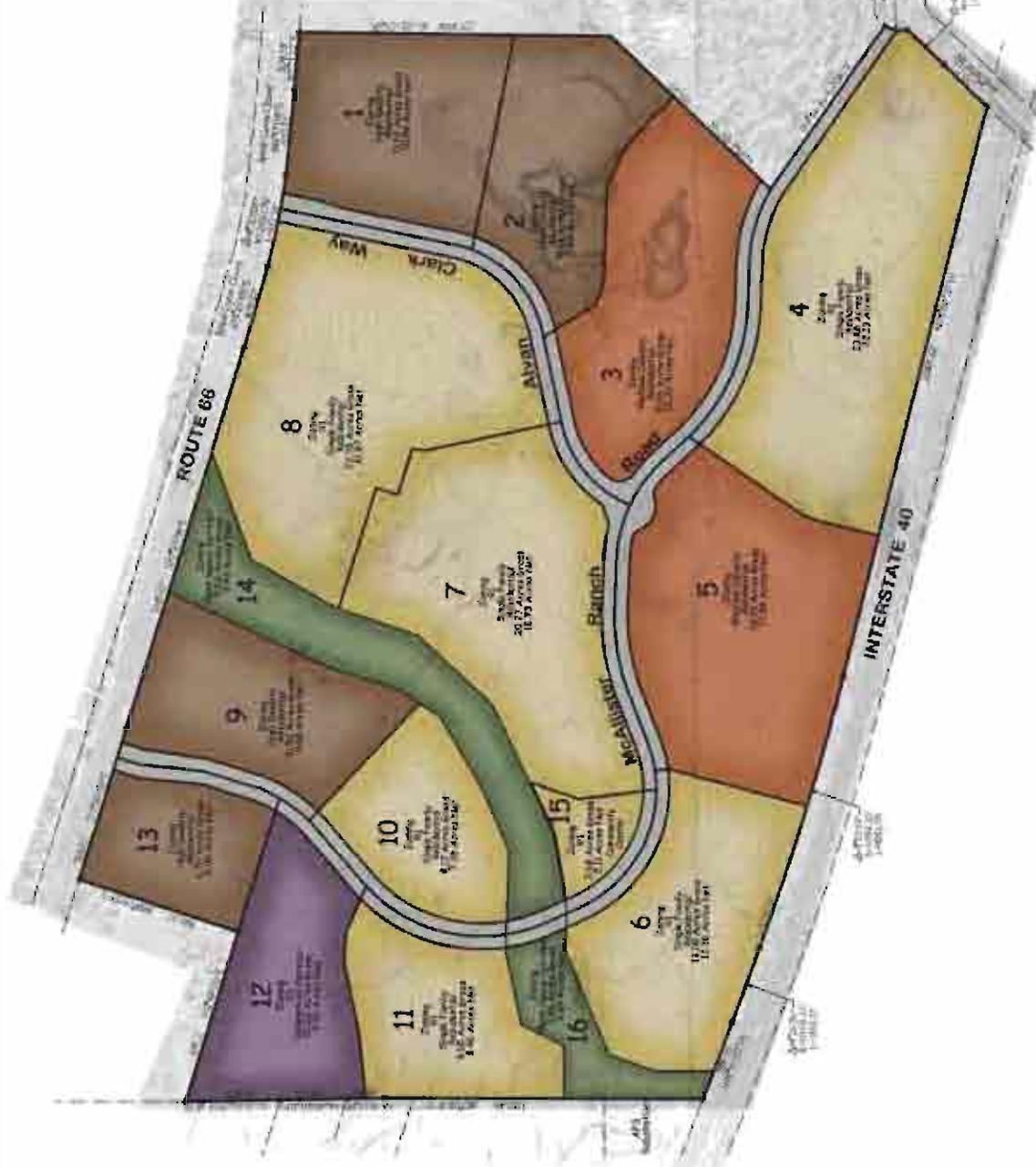




Site Data Chart

Parcel	Proposed Zoning Code	Proposed Use / Building Type	Parcel Area (Acres)	Site Area (Acres)	Impervious Area (Acres)	Impervious Area Ratio (%)	Proposed Maximum Density (Units/Acre)	Proposed Maximum Density (Total Units)
1	HR	High Density Residential	11.02	10.64	3.3	29	101,200	
2	HR	High Density Residential	10.74	10.36	3.3	29	101,200	
3	MR	Medium Density Residential	14.88	14.20	6	8	20,187	
4	FR	Single Family Residential	31.09	29.13	7	5	40,119	
5	MR	Medium Density Residential	14.35	11.88	6	8	110,119	
6	FR	Single Family Residential	13.08	12.28	4	5	30,450	
7	FR	Single Family Residential	20.77	18.79	2	2	41,019	
8	FR	Single Family Residential	21.36	19.87	7	5	45,117	
9	FR	High Density Residential	10.55	9.88	13	12	126,333	
10	FR	Single Family Residential	8.17	7.28	2	3	15,417	
11	FR	Single Family Residential	8.58	8.48	3	3	18,430	
12	OS	Open Space	10.03	9.35	0	0	0	
13	POS	Public Open Space	1.70	0.58	0	0	0	
14	POS	Public Open Space	1.70	0.58	0	0	0	
15	POS	Public Open Space	1.70	0.58	0	0	0	
16	POS	Public Open Space	1.70	0.58	0	0	0	
17	POS	Public Open Space	1.70	0.58	0	0	0	
18	POS	Public Open Space	1.70	0.58	0	0	0	
19	POS	Public Open Space	1.70	0.58	0	0	0	
20	POS	Public Open Space	1.70	0.58	0	0	0	
21	POS	Public Open Space	1.70	0.58	0	0	0	
22	POS	Public Open Space	1.70	0.58	0	0	0	
23	POS	Public Open Space	1.70	0.58	0	0	0	
24	POS	Public Open Space	1.70	0.58	0	0	0	
25	POS	Public Open Space	1.70	0.58	0	0	0	
26	POS	Public Open Space	1.70	0.58	0	0	0	
27	POS	Public Open Space	1.70	0.58	0	0	0	
28	POS	Public Open Space	1.70	0.58	0	0	0	
29	POS	Public Open Space	1.70	0.58	0	0	0	
30	POS	Public Open Space	1.70	0.58	0	0	0	
31	POS	Public Open Space	1.70	0.58	0	0	0	
32	POS	Public Open Space	1.70	0.58	0	0	0	
33	POS	Public Open Space	1.70	0.58	0	0	0	
34	POS	Public Open Space	1.70	0.58	0	0	0	
35	POS	Public Open Space	1.70	0.58	0	0	0	
36	POS	Public Open Space	1.70	0.58	0	0	0	
37	POS	Public Open Space	1.70	0.58	0	0	0	
38	POS	Public Open Space	1.70	0.58	0	0	0	
39	POS	Public Open Space	1.70	0.58	0	0	0	
40	POS	Public Open Space	1.70	0.58	0	0	0	
41	POS	Public Open Space	1.70	0.58	0	0	0	
42	POS	Public Open Space	1.70	0.58	0	0	0	
43	POS	Public Open Space	1.70	0.58	0	0	0	
44	POS	Public Open Space	1.70	0.58	0	0	0	
45	POS	Public Open Space	1.70	0.58	0	0	0	
46	POS	Public Open Space	1.70	0.58	0	0	0	
47	POS	Public Open Space	1.70	0.58	0	0	0	
48	POS	Public Open Space	1.70	0.58	0	0	0	
49	POS	Public Open Space	1.70	0.58	0	0	0	
50	POS	Public Open Space	1.70	0.58	0	0	0	

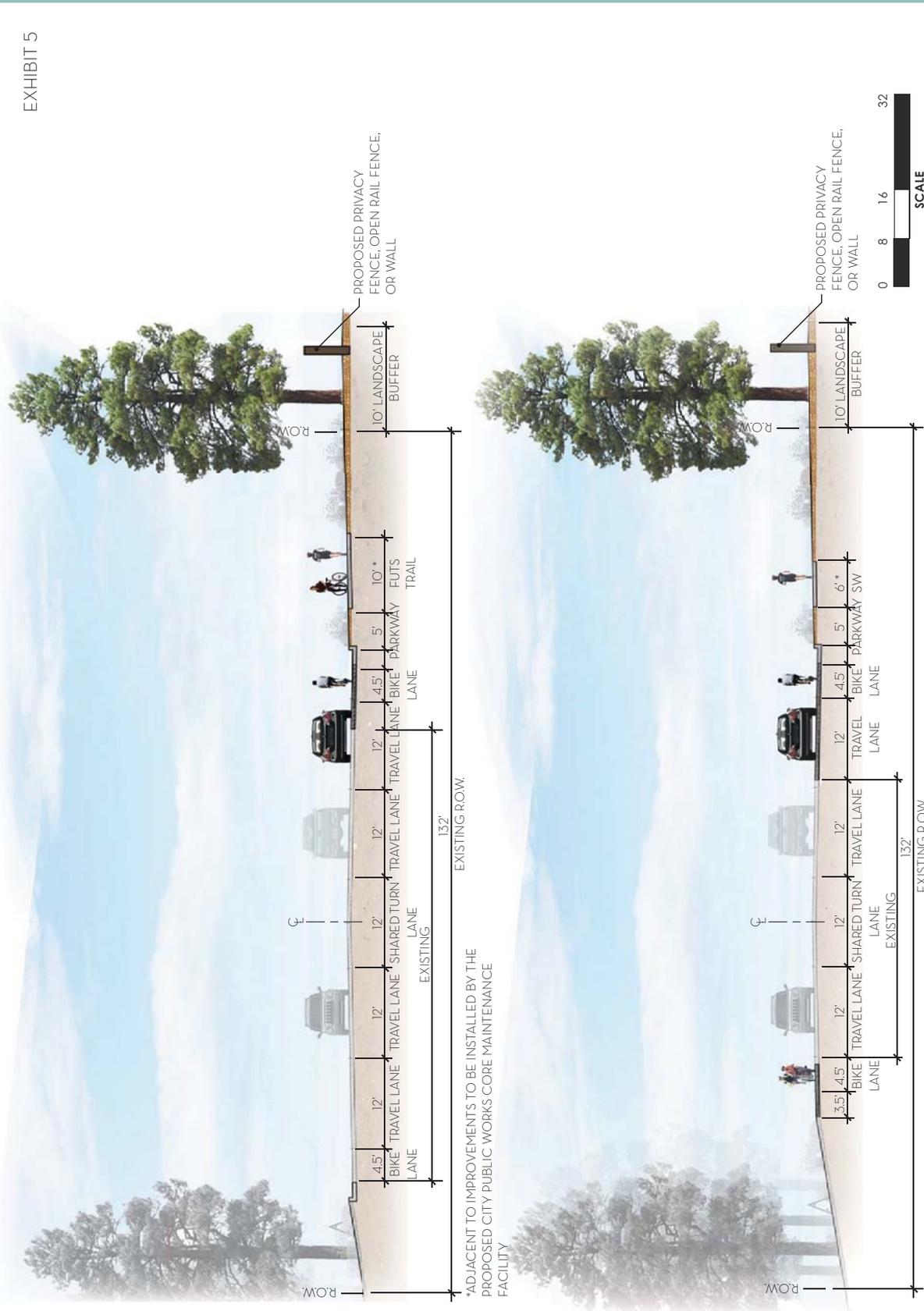
Notes:  
 1. Proposed parcel yield is capped at a total of 1,000 dwelling units.  
 2. Maximum density is based on the lot area available for the zoning category and not on a per-acre basis.  
 3. Maximum density is based on the lot area available for the zoning category and not on a per-acre basis.  
 4. Maximum density is based on the lot area available for the zoning category and not on a per-acre basis.  
 5. Maximum density is based on the lot area available for the zoning category and not on a per-acre basis.



**LEGEND**

- High Density Residential (HR)
- Medium Density Residential (MR)
- Single Family Residential (FR)
- Commercial Service (CS)
- Public Open Space (POS)
- Collector Roadway
- Contours

Scale 1" = 400'  
 Prepared: 11/2015  
 Revised: 12/2015  
 Revised: 3/10/16  
 Revised: 8/23/16  
 Revised: 8/23/16



\*ADJACENT TO IMPROVEMENTS TO BE INSTALLED BY THE PROPOSED CITY PUBLIC WORKS CORE MAINTENANCE FACILITY

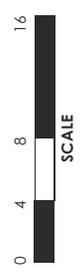
\*ADJACENT TO UNIMPROVED SECTIONS OF PAVEMENT

Revised: 8/12/16



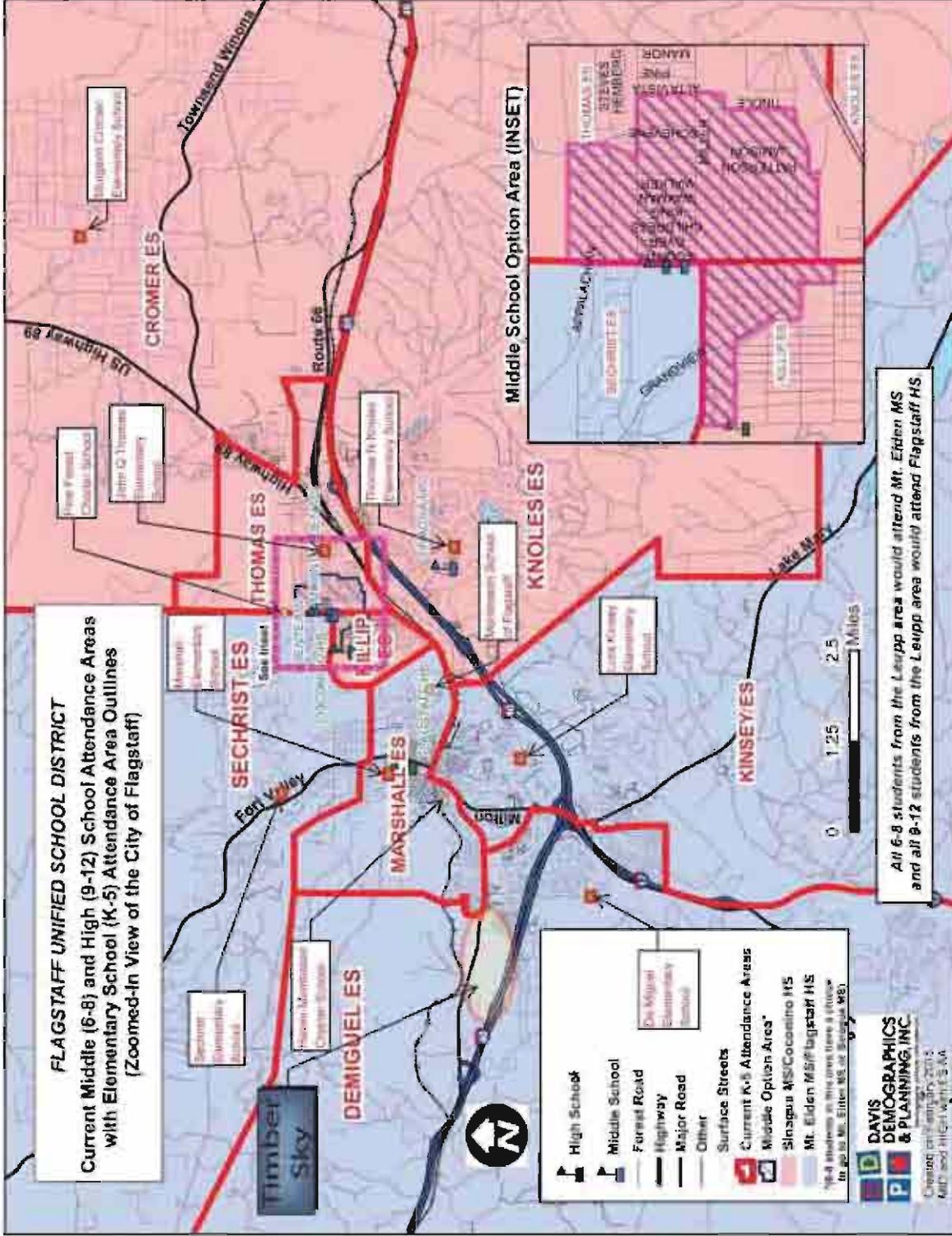
TIMBER SKY | CONCEPTUAL ROUTE 66 CROSS SECTION





Revised: 8/12/16



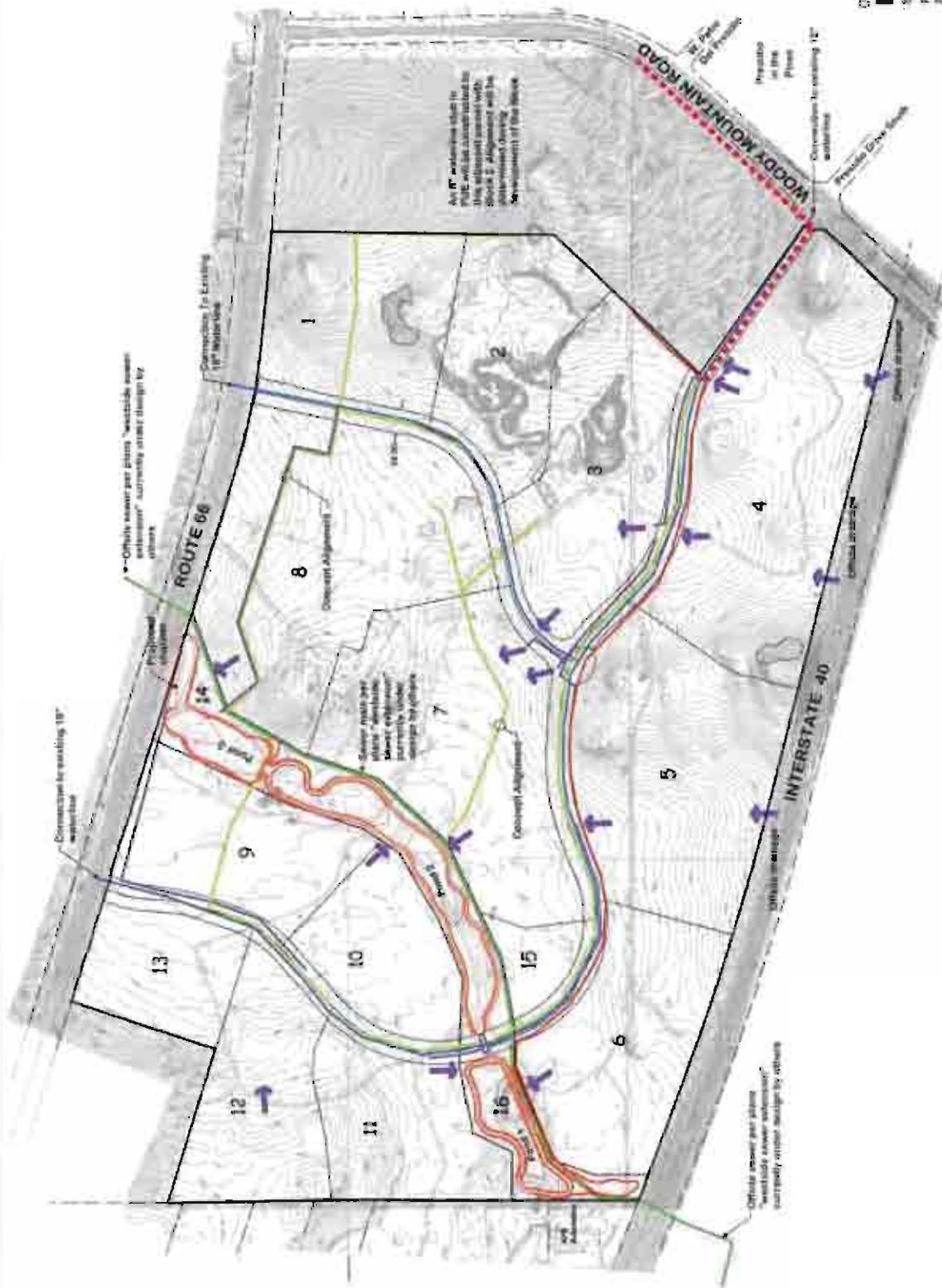


Prepared: 1/10/15  
 Revised: 3/10/16  
 Revised: 6/23/16  
 Revised: 6/12/18

**WOODSON**  
 ATTENDING ARCHITECTS & PLANNERS, INC.

**VINTAGE**  
 DESIGN

**TIMBER SKY** | SCHOOL MAP



LEGEND

- Conceptual Sewer Main
- Proposed Sewer (by others)
- Concept Water Mains
- Proposed Electric - APS
- Proposed Storm Drain
- Drainage Flow Arrows
- Proposed Detention Basin
- Alternative alignment for APS

0 200 400 800

Scale 1" = 400'

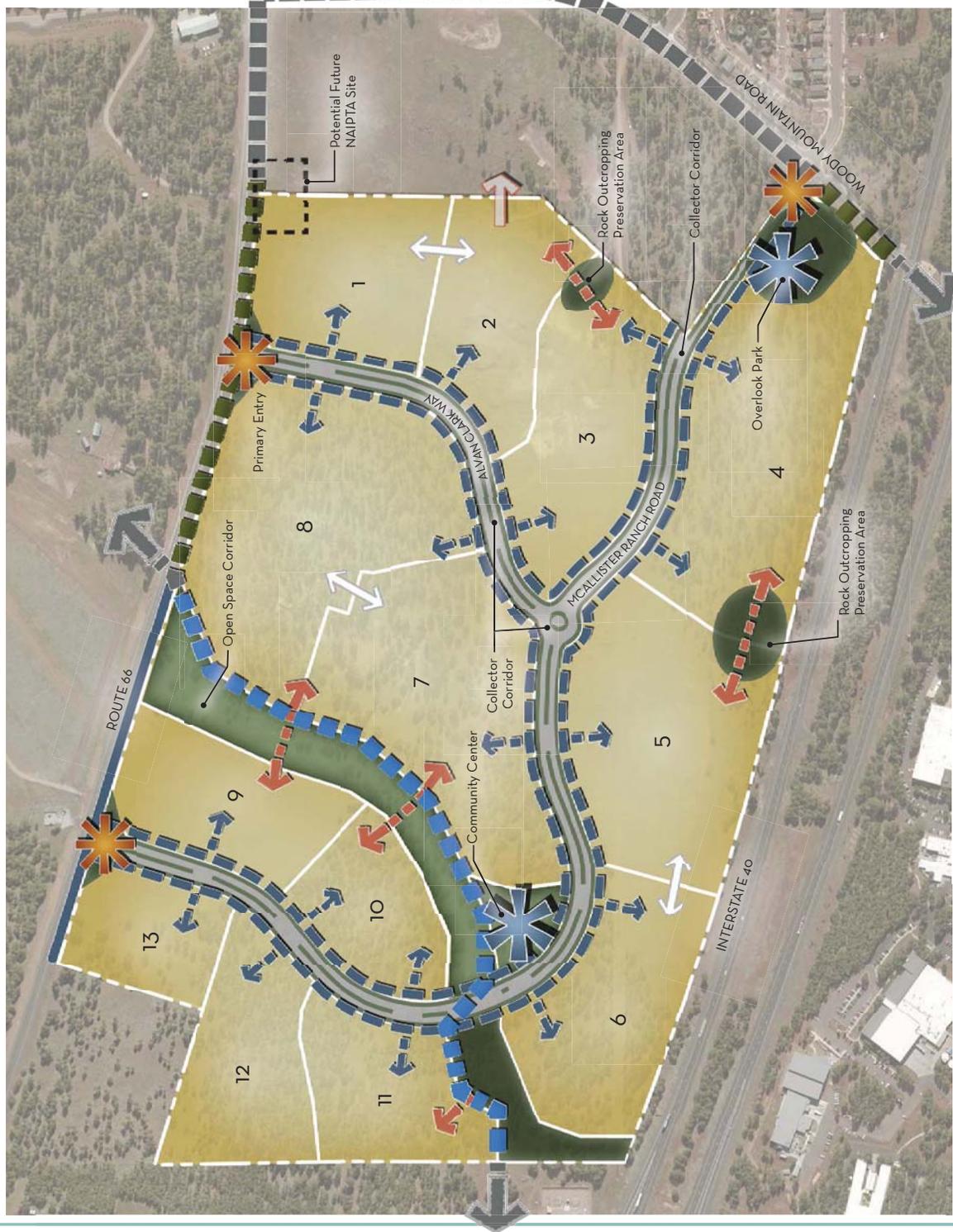
Prepared: 11/2015  
 Revised: 12/7/15  
 Revised: 3/10/16  
 Revised: 6/22/16  
 Revised: 8/12/16

↑ NORTH

TIMBER SKY | CONCEPTUAL UTILITY & DRAINAGE PLAN



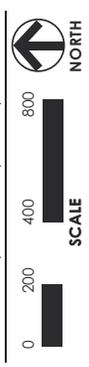




LEGEND

- Entry Monumentation - See Enlargements
- Public Amenities - See Enlargements
- Civic Open Space
- General Open Space
- 6' Detached Concrete Walk
- 5' Detached Concrete Walk
- Internal Pedestrian Connection
- FUTS Loop Trail - Unpaved (10' Meandering)
- Proposed FUTS Trail - Paved (10')
- FUTS Trail - By Others
- Internal Vehicular and Pedestrian Connection\*
- Possible Pedestrian Connection

\* Internal connectivity will be addressed at time of subdivision platting or Site Plan as applicable. Internal vehicular and pedestrian connectivity illustrated on plan is conceptual only



**TIMBER SKY** | CONCEPTUAL OVERALL COMMUNITY CONNECTIVITY, CIVIC SPACE AND OPEN SPACE PLAN

**NORRIS DESIGN**

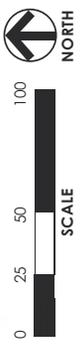
VINTAGE PARTNERS

Revised: 8/12/16



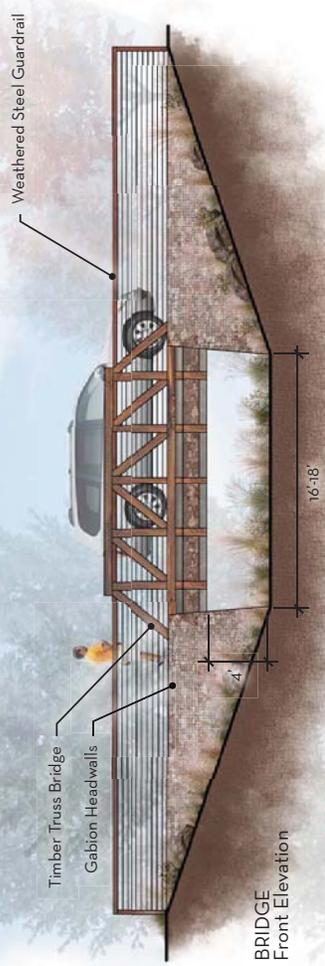
LEGEND

-  Proposed Canopy Tree
-  Proposed Evergreen Tree
-  Proposed Ornamental Tree
-  Existing Tree
-  Native Grasses
-  Planting Bed



Revised: 8/12/16

\*IMPROVEMENTS OUTSIDE OF THE RIGHT OF WAY TO BE BUILT WITH DEVELOPMENT OF ADJACENT BLOCK



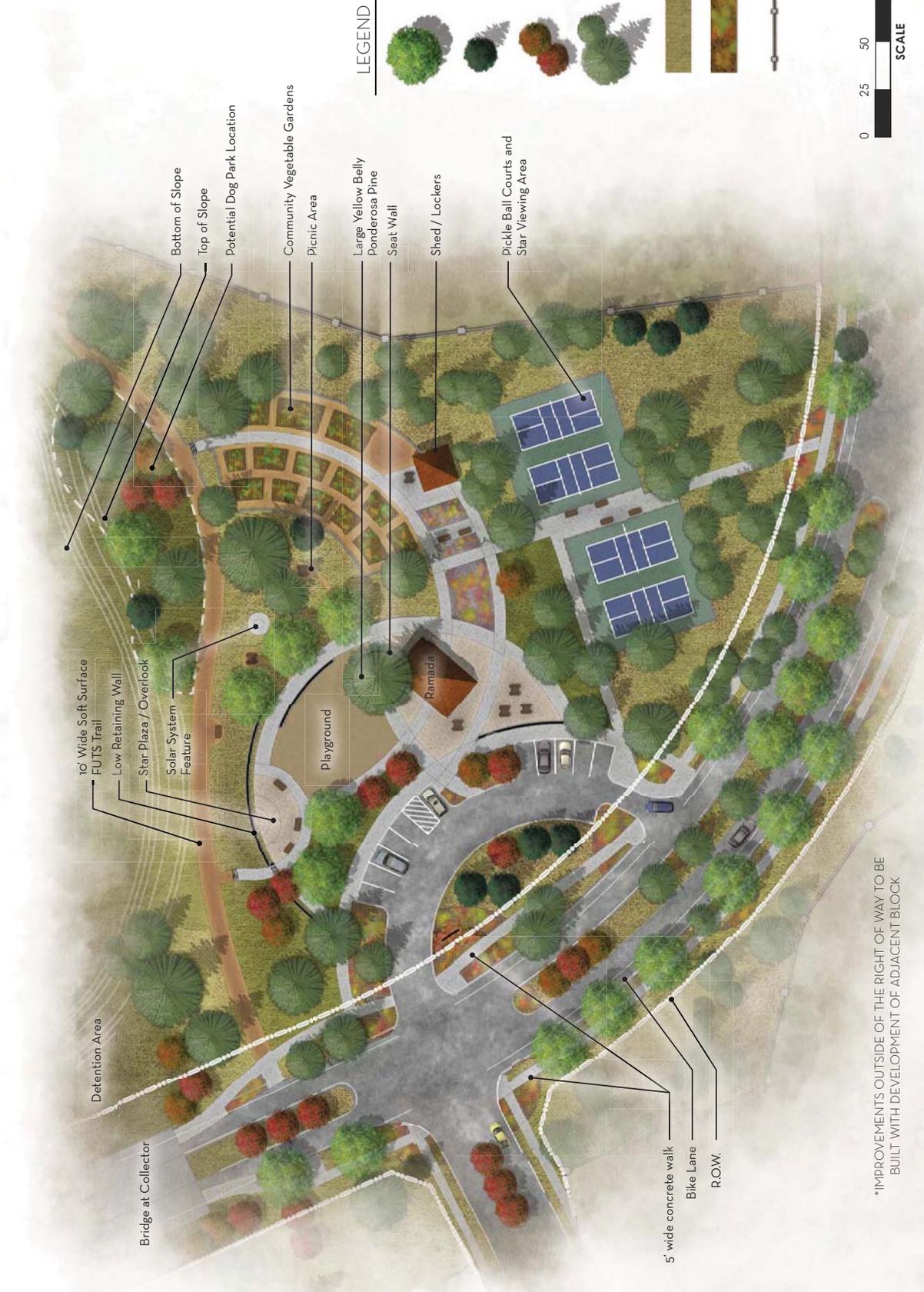
LEGEND

-  Proposed Canopy Tree
-  Proposed Evergreen Tree
-  Proposed Ornamental Tree
-  Existing Tree
-  Native Grasses
-  Planting Bed
-  Fence/Wall



Revised: 8/12/16





Bridge at Collector  
 Detention Area  
 10' Wide Soft Surface FULTS Trail  
 Low Retaining Wall  
 Star Plaza / Overlook  
 Solar System Feature  
 Playground  
 Ramada  
 Large Yellow Belly Ponderosa Pine  
 Seat Wall  
 Shed / Lockers  
 Pickle Ball Courts and Star Viewing Area  
 5' wide concrete walk  
 Bike Lane  
 R.O.W.  
 Bottom of Slope  
 Top of Slope  
 Potential Dog Park Location  
 Community Vegetable Gardens  
 Picnic Area

LEGEND

- Proposed Canopy Tree
- Proposed Evergreen Tree
- Proposed Ornamental Tree
- Existing Tree
- Native Grasses
- Planting Bed
- Fence/Wall



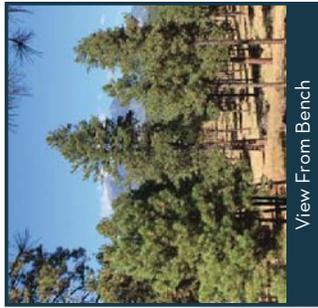
Revised: 8/12/16


**NORRIS DESIGN**  

**VINTAGE LANDSCAPES**


**TIMBER SKY** | CONCEPTUAL COMMUNITY CENTER PLAN

\*IMPROVEMENTS OUTSIDE OF THE RIGHT OF WAY TO BE BUILT WITH DEVELOPMENT OF ADJACENT BLOCK



View From Bench



5' Wide Concrete Walk

Bench with Views to San Francisco Peaks

Ponderosa Pine to be Preserved

Ramada

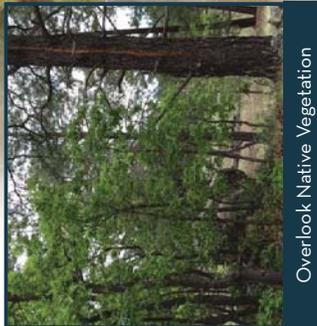
Entry Monumentation

10' Wide Concrete FUTS Trail

Decomposed Granite Trail

R.O.W.

Woody Mountain Road



Overlook Native Vegetation

\*IMPROVEMENTS OUTSIDE OF THE RIGHT OF WAY TO BE BUILT WITH DEVELOPMENT OF ADJACENT BLOCK

LEGEND

-  Proposed Canopy Tree
-  Proposed Evergreen Tree
-  Proposed Ornamental Tree
-  Existing Tree
-  Native Grasses
-  Planting Bed
-  Fence/Wall

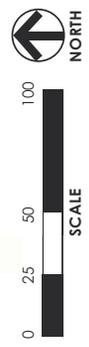


Revised: 8/12/16



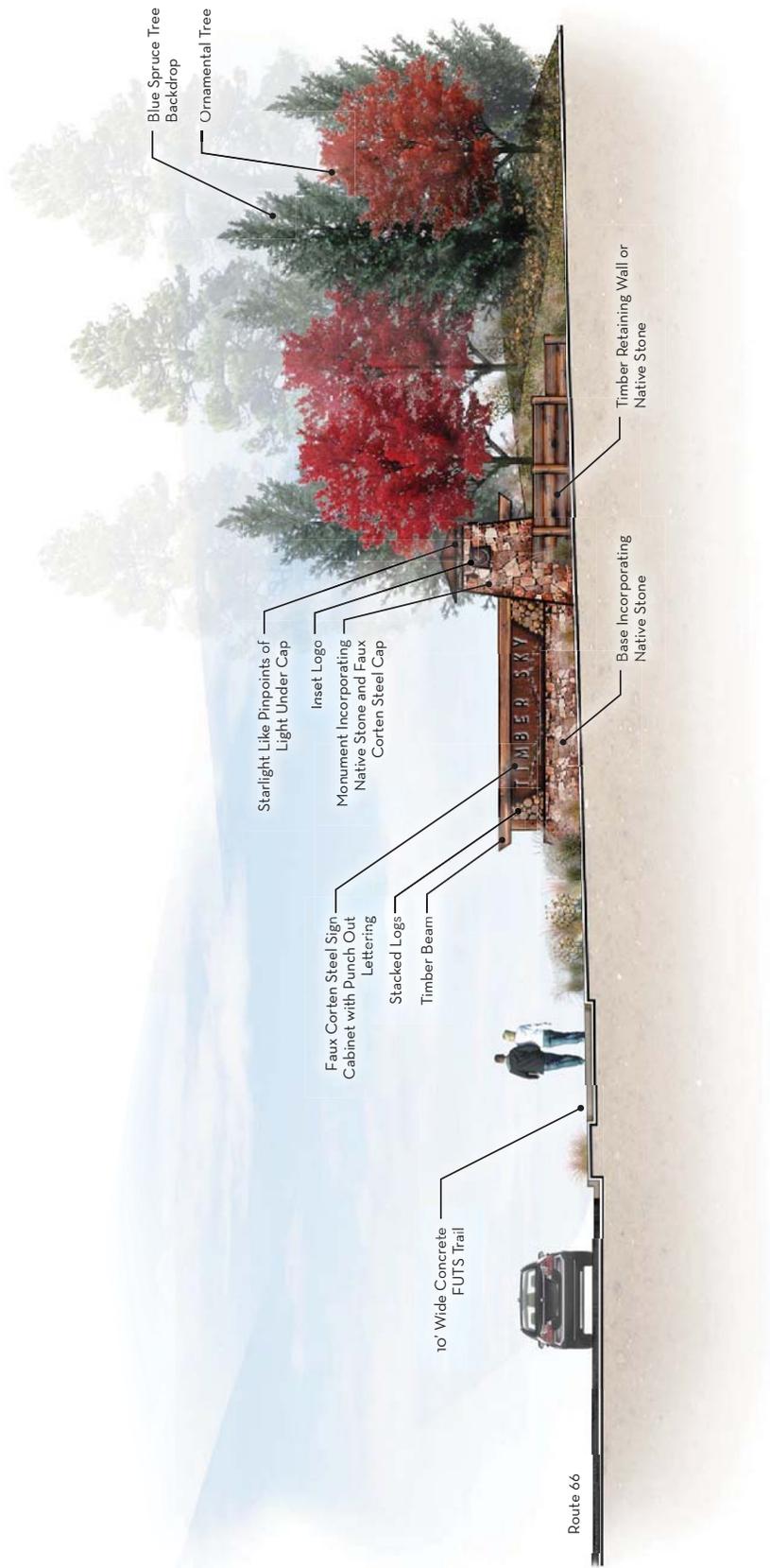
LEGEND

-  Proposed Canopy Tree
-  Proposed Evergreen Tree
-  Proposed Ornamental Tree
-  Existing Tree
-  Native Grasses
-  Planting Bed
-  Fence/Wall



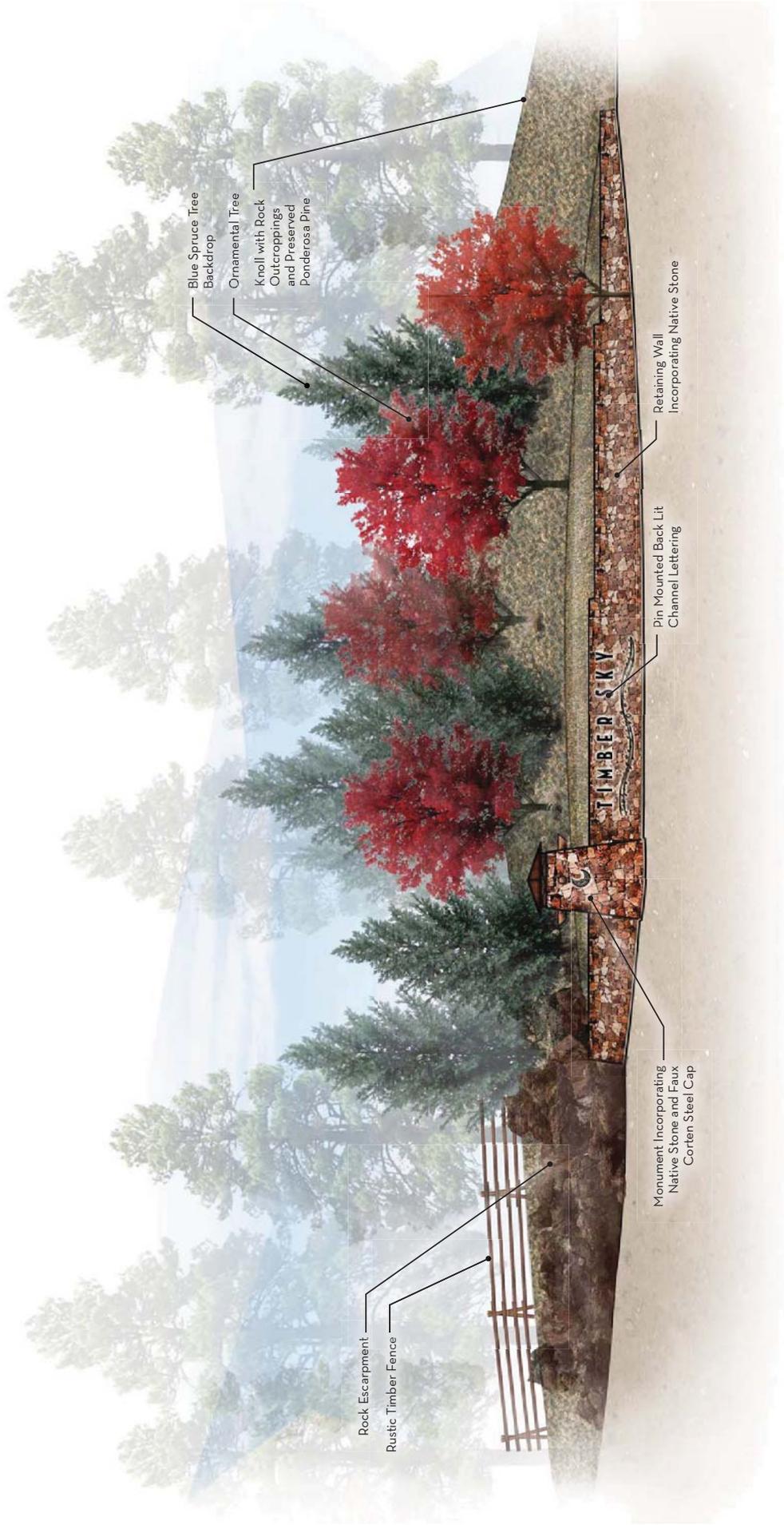
Revised: 8/12/16

\*IMPROVEMENTS OUTSIDE OF THE RIGHT OF WAY TO BE BUILT WITH DEVELOPMENT OF ADJACENT BLOCK



Revised: 8/12/16





Rock Escarpment  
Rustic Timber Fence

Blue Spruce Tree  
Backdrop  
Ornamental Tree  
Knoll with Rock  
Outcroppings  
and Preserved  
Ponderosa Pine

Monument Incorporating  
Native Stone and Faux  
Corten Steel Cap

Pin Mounted Back Lit  
Channel Lettering  
TIMBER SKY

Retaining Wall  
Incorporating Native Stone

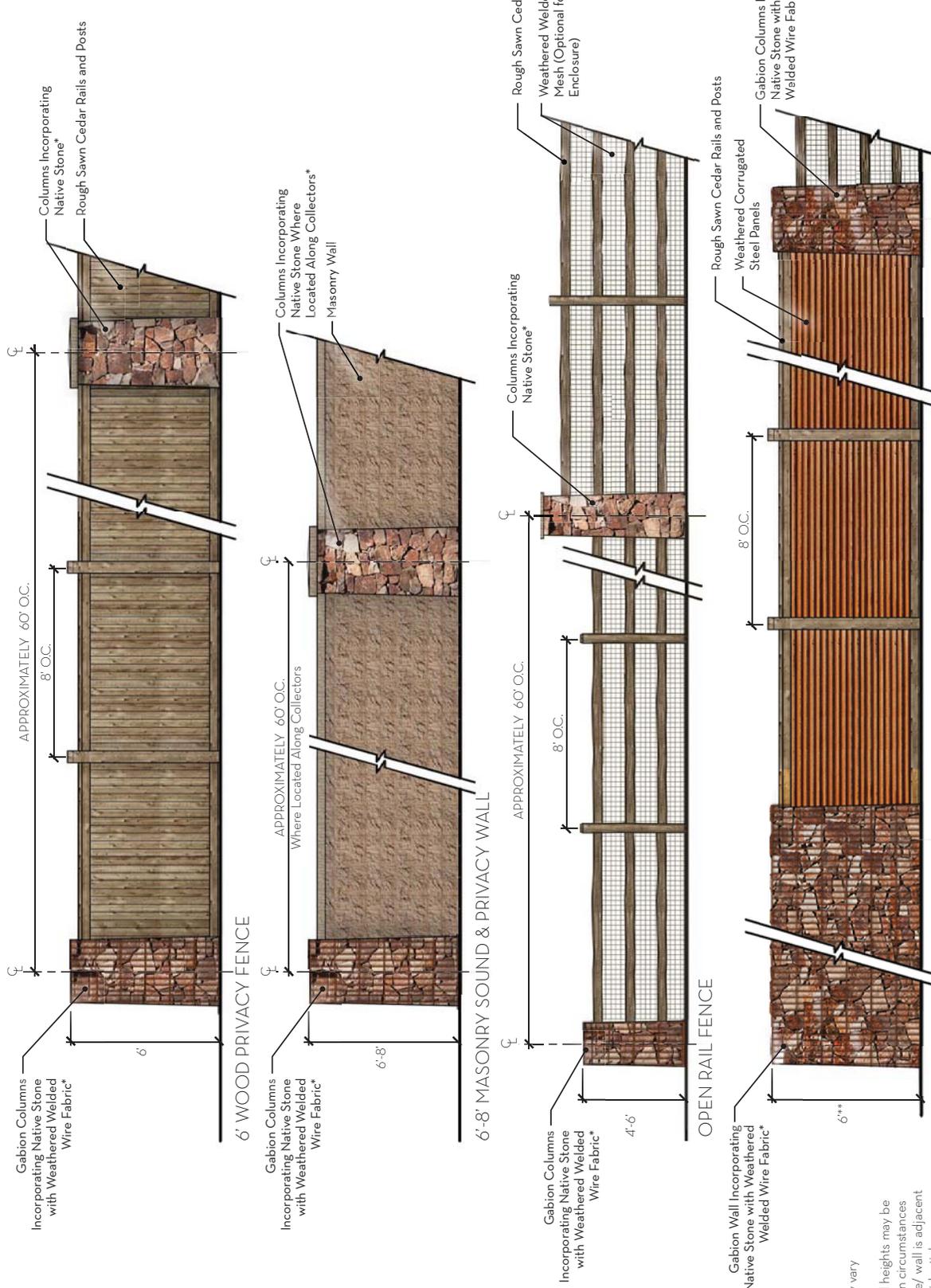


Revised: 8/12/16



**TIMBER SKY** | CONCEPTUAL OVERLOOK PARK & EAST ENTRY  
MONUMENT ELEVATION





\*Column type may vary  
 \*\*Fencing and wall heights may be reduced for certain circumstances such as if the fence/ wall is adjacent to high density residential.

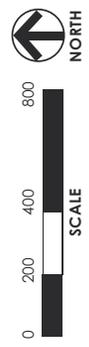
GABION WALL, CORRUGATED WEATHERED STEEL FENCE, OPEN RAIL FENCE

Revised: 8/12/16



LEGEND

- Optional Fencing:
- Gabion Wall
  - Corrugated Weathered Steel Fence
  - Open Rail Fence
- 6'-8' Height Masonry Sound & Privacy Wall
- Open Rail Fence
- Optional Fencing:
- 6' Height Wood Privacy Fence
  - 6' Height Masonry Privacy wall with Columns
  - Open Rail Fence
- Walls and fencing to be built with the development of the adjacent block.
  - Refer to Exhibit 17 for conceptual wall and fence designs.



Revised: 8/12/16

**NORRIS DESIGN**

VINTAGE PARTNERS

**TIMBER SKY** | CONCEPTUAL FENCING & SCREEN WALL PLAN

Preliminary Development Phasing Site Data

Phase	Proposed (Acres)	Proposed (Total Building Type)	Green Area (Acres)	No. of Units	Phase	Address	Phase
1	108	High Density Residential	1.62	10,304	15	20	10-200
2	141	High Density Residential	10.19	9,919	15	30	110-222
3A	108	High Density Residential	1.62	10,304	15	30	110-222
3B	108	High Density Residential	1.62	10,304	15	30	110-222
4	108	High Density Residential	1.62	10,304	15	30	110-222
5	108	High Density Residential	1.62	10,304	15	30	110-222
6	108	High Density Residential	1.62	10,304	15	30	110-222
7A	108	High Density Residential	1.62	10,304	15	30	110-222
7B	108	High Density Residential	1.62	10,304	15	30	110-222
8	108	High Density Residential	1.62	10,304	15	30	110-222
9	108	High Density Residential	1.62	10,304	15	30	110-222
10	108	High Density Residential	1.62	10,304	15	30	110-222
11	108	High Density Residential	1.62	10,304	15	30	110-222
12	108	High Density Residential	1.62	10,304	15	30	110-222
13	108	High Density Residential	1.62	10,304	15	30	110-222
14A	108	High Density Residential	1.62	10,304	15	30	110-222
14B	108	High Density Residential	1.62	10,304	15	30	110-222
15	108	High Density Residential	1.62	10,304	15	30	110-222
16	108	High Density Residential	1.62	10,304	15	30	110-222
17	108	High Density Residential	1.62	10,304	15	30	110-222
18	108	High Density Residential	1.62	10,304	15	30	110-222
19	108	High Density Residential	1.62	10,304	15	30	110-222
20	108	High Density Residential	1.62	10,304	15	30	110-222
21	108	High Density Residential	1.62	10,304	15	30	110-222
22	108	High Density Residential	1.62	10,304	15	30	110-222
23	108	High Density Residential	1.62	10,304	15	30	110-222
24	108	High Density Residential	1.62	10,304	15	30	110-222
25	108	High Density Residential	1.62	10,304	15	30	110-222
26	108	High Density Residential	1.62	10,304	15	30	110-222
27	108	High Density Residential	1.62	10,304	15	30	110-222
28	108	High Density Residential	1.62	10,304	15	30	110-222
29	108	High Density Residential	1.62	10,304	15	30	110-222
30	108	High Density Residential	1.62	10,304	15	30	110-222

Phase 1: 108 acres, 10,304 units, 1.62 green acres  
 Phase 2: 108 acres, 10,304 units, 1.62 green acres  
 Phase 3: 216 acres, 20,608 units, 3.24 green acres  
 Phase 4: 108 acres, 10,304 units, 1.62 green acres



Scale 1" = 400'  
 0 200 400 800  
 NORTH

Prepared: 11/20/15  
 Revised: 12/07/15  
 Revised: 3/10/16  
 Revised: 6/23/16  
 Revised: 8/11/2016



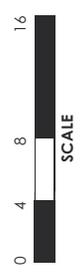
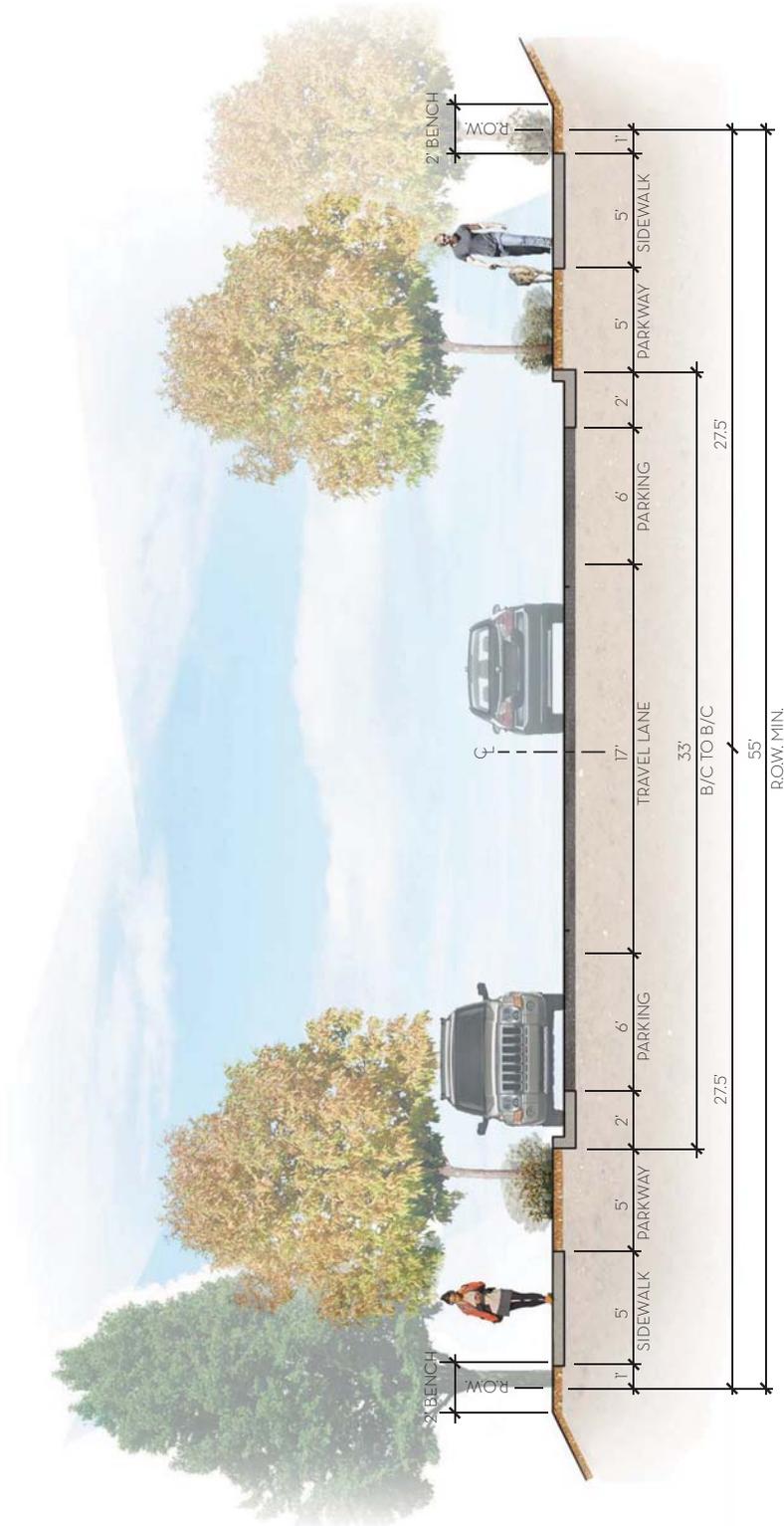


\* SIDEWALK MAY BE AT 4' MINIMUM FROM THE BACK OF CURB OR BE ATTACHED TO THE CURB IN ORDER TO AVOID EXISTING TREES OR TO ALLOW FOR LID MEASURES.



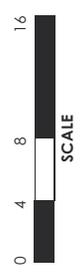
Revised: 8/12/16





Revised: 8/12/16





SIGNS POSTED - NO PARKING ALONG LOCAL STREET ENTRIES

Revised: 8/12/16



**TIMBER SKY** | CONCEPTUAL 65' ENTRY LOCAL STREET CROSS SECTION





7' Wide Landscape Median

Existing Ponderosa Pines to be preserved wherever possible

16' Wide Landscape Median

No Parking Signs Along Both Sides of the Street

Fencing with columns

Native seed in disturbed areas to blend with native landscape

5' Detached Concrete Walk

Shared bike lane

5' Detached Concrete Walk

7' Wide Landscape Median

No Parking Signs Along Both Sides of the Street

LEGEND

-  Proposed Canopy Tree
-  Proposed Evergreen Tree
-  Proposed Ornamental Tree
-  Existing Tree
-  Native Grasses
-  Planting Bed
-  Fence/Wall



Revised: 8/12/16

**NORRIS DESIGN**  
 VINTAGE PARTNERS

**TIMBER SKY** | CONCEPTUAL LOCAL STREET ENTRY PLAN

SIGNS POSTED- NO PARKING ALONG LOCAL STREET ENTRIES  
 \*IMPROVEMENTS OUTSIDE OF THE RIGHT OF WAY TO BE BUILT WITH DEVELOPMENT OF ADJACENT BLOCK



# TIMBER SKY

Concept Zoning Plan

## LIST OF TABLES



VINTAGE  
PARTNERS

**Table 1  
Site Data Chart**

Parcel	Proposed Zoning	Proposed Use / Building Type	Gross Area (acres)	Net Area (acres)	**Gross Minimum Density (du/acre)	**Gross Maximum Density (du/acre)	Proposed Yield (dwelling units)
1	HR	High Density Residential Condominium/Townhome	11.62	10.84	13	22	151-256
2	HR	High Density Residential Condominium/Townhome	10.14	9.69	13	22	132-223
3	MR	Medium Density Residential Single Family Attached	15.26	13.20	6	9	92-137
4	R1	Single Family Residential Single Family Detached	23.88	22.13	2	5	48-119
5	MR	Medium Density Residential Single Family Attached	19.35	17.89	6	9	116-174
6	R1	Single Family Residential Single Family Detached	13.09	12.36	2	5	26-65
7	R1	Single Family Residential Single Family Detached	20.27	18.73	2	5	41-101
8	R1	Single Family Residential Single Family Detached	23.35	21.87	2	5	47-117
9	HR	High Density Residential Condominium/Townhome	10.50	9.68	13	22	136-231
10	R1	Single Family Residential Single Family Detached	8.17	7.28	2	5	16-41
11	R1	Single Family Residential Single Family Detached	9.05	8.46	2	5	18-45
12	CS	Commercial Service+	10.02	9.55	---	---	---
13	HR	High Density Residential Condominium/Townhome	6.70	6.06	13	22	87-147
15	R1	Community Center	2.68	2.11	---	---	---
	Subtotal		184.08	169.85	4.9	9.0	910-1,656*
14	POS	Open Space Corridor	9.66	9.43	---	---	---
16	POS	Open Space Corridor	3.84	3.60	---	---	---
	Subtotal		13.50	13.03	---	---	---
	Total		197.58	182.88	4.6	8.4	910-1,656*

Notes:

\*Proposed overall yield is capped at a total of 1,300 dwelling units.

\*\*Minimum densities are based on the total gross acreage for the zoning category and not on a per parcel basis. Maximum density is based on maximum allowable density in the total gross acreage for the zoning category within the Resource Protection Overlay District (RPO) and not on a per parcel basis.

+Maximum allowed Gross Floor Area Ratio (FAR) for Commercial Service is 2.0.

**Table 2  
Zoning District Site Data**

Parcel	Proposed Zoning	Proposed Use / Building Type	Gross Area (acres)	Net Area (acres)	**Gross Minimum Density (du/acre)	**Gross Maximum Density (du/acre)	Proposed Yield (dwelling units)
1	HR	High Density Residential Condominium/Townhome	11.62	10.84	13	22	151-256
2	HR	High Density Residential Condominium/Townhome	10.14	9.69	13	22	132-223
9	HR	High Density Residential Condominium/Townhome	10.50	9.68	13	22	136-231
13	HR	High Density Residential Condominium/Townhome	6.70	6.06	13	22	87-147
	Subtotal		38.96	36.27	13	22	506-857
3	MR	Medium Density Residential Single Family Attached	15.26	13.20	6	9	92-137
5	MR	Medium Density Residential Single Family Attached	19.35	17.89	6	9	116-174
	Subtotal		34.61	31.09	6	9	208-311
4	R1	Single Family Residential Single Family Detached	23.88	22.13	2	5	48-119
6	R1	Single Family Residential Single Family Detached	13.09	12.36	2	5	26-65
7	R1	Single Family Residential Single Family Detached	20.27	18.73	2	5	41-101
8	R1	Single Family Residential Single Family Detached	23.35	21.87	2	5	47-117
10	R1	Single Family Residential Single Family Detached	8.17	7.28	2	5	16-41
11	R1	Single Family Residential Single Family Detached	9.05	8.46	2	5	18-45
15	R1	Community Center	2.68	2.11	---	---	---
	Subtotal		100.49	92.94	2	5	196-488
12	CS	Commercial Service+	10.02	9.55	---	---	---
	Subtotal		10.02	9.55	---	---	---
14	POS	Open Space Corridor	9.66	9.43	---	---	---
16	POS	Open Space Corridor	3.84	3.60	---	---	---
	Subtotal		13.50	13.03	---	---	---
	Total		197.58	182.88	4.6	8.4	910-1,656*

Notes:

\*Proposed overall yield is capped at a total of 1,300 dwelling units.

\*\*Minimum densities are based on the total gross acreage for the zoning category and not on a per parcel basis. Maximum density is based on maximum allowable density in the total gross acreage for the zoning category within the Resource Protection Overlay District (RPO) and not on a per parcel basis.

+Maximum allowed Gross Floor Area Ratio (FAR) for Commercial Service is 2.0.

**Table 3**  
**Commercial Service Allowed Uses**

Use	
Carpenter or Cabinet Shops	P
Manufacturing and Processing - Incidental	P
Machine or Metal Working Shops	P
Mini-Storage Warehousing	P
Wholesaling and Distribution	P
Libraries, Museums	P
Regional Meeting Facilities	P/UP(5)
Charter & Public Schools	P
Private Schools	P
Trade Schools	UP
Accessory Building & Structures	P
Accessory Dwelling Units	P
Co-Housing	P(6)
Congregate Care Facilities	P
Day Care Centers	UP
Home Day Care	P
Dwelling, Multiple Family	P(6)
Dwelling, Two Family	P(6)
Group Home	P(6)
Home Occupation	P(6)
Convents & Monasteries	P
Custodial Care Facilities	P(8)
Sheltered Care Homes	P
Nursing Homes	UP
Live/Work	P
Planned Residential Development	UP
Residence for Owner, Caretaker or Manager	P(6)
Farmers Markets and Flea Markets	P
General Retail Business	P
Mixed Use	P
Restaurant or Café	P
Bed & Breakfast Establishments	P
General Services	P
Office	P
Public Services Minor	P
Emergency Services	UP
Veterinary Clinics	P
Veterinary Hospitals	UP
Attached Telecommunications Facilities	P
Colocation Facility	P
FM/DTV/Low wattage AM Broadcasting Fac.	P
Stealth Telecommunications Facilities	P
Accessory Wind Energy Systems	P
Garages, Off-Street	P
Passenger Transportation Facilities	UP
Community Garden	P
Automobile/Vehicle Repair Garages - Minor	UP

**Table 4  
Residential Zones Allowed Uses**

Use	R1	MR	HR
Neighborhood Meeting Facilities	P/UP(2)	P/UP(2)	P/UP(2)
General Outdoor Public Uses	P	P	P
Charter & Public Schools	P(3)	P(3)	P(3)
Private Schools	P	P	P
Accessory Building & Structures	P	P	P
Accessory Dwelling Units	P	P	P
Co-Housing	P	P	P
Congregate Care Facilities	UP	P	P
Day Care Centers	UP	UP	UP
Home Day Care	P	P	P
Dwelling, Multiple Family	P(4)	P	P
Dwelling, Secondary Single Family	---	P	P
Dwelling, Single Family	P	P(4)(5)	P(4)(5)
Dwelling, Two Family	P(4)	P	P
Group Home	P	P	P
Home Occupations	P	P	P
Custodial Care Facilities	UP	UP	UP
Sheltered Care Homes	UP	UP	UP
Nursing Homes	UP	UP	UP
Live/Work	---	UP(4)	UP(4)
Planned Residential Development	P	P	P
Rooming & Boarding Facilities	---	UP	UP
Bed & Breakfast Establishments	P	P	P
Minor Public Services	P	P	P
Emergency Services	UP	UP	UP
Attached Telecommunications Facilities	P	P	P
Colocation Facility	P	P	P
Accessory Wind Energy Systems	P	P	P
Community Garden	P	P	P

**Table 5  
Public Open Space Allowed Uses**

Use	
Open Spaces	P
Parks and Recreation Facilities - Passive	P

**Key:**

P = Permitted

UP = Conditional Use permit required

(2) A Conditional Use Permit is required if liquor is sold or if facilities exceed 250 seats.

(3) Charter schools proposed in existing single-family residences shall be located on residential lots 1 acre or greater.

(4) Permitted as Planned Residential Development (See City Code Section 10-40.60.270 Planned Residential Development).

(5) Existing single-family uses and lots recorded in MR and HR, prior to the effective date of City Zoning Code, are considered legal, conforming uses.

(6) Residential uses are only allowed as part of a mixed-use development located above or behind the commercial uses. New developments that include residential uses shall provide a minimum of 15% of the gross lot area in the form of common open space.

(8) Conditional Use Permit is required if proximity between shelter facilities is less than 1/4 mile.

**Table 6  
Required Open Space**

Zoning Category	Zoning Category Acreage (gross acres)	Percent of Required Open Space	Required Open Space (acres)
R1	100.49	0%	0.00
MR	34.61	15%	5.19
HR	38.96	15%	5.84
CS	10.02	15%*	1.50
POS	13.50	0%	0.00
Total	197.58	---	12.53

**Required Civic Space**

	Overall Project Acreage (gross acres)	Percent of Required Civic Space	Required Civic Space (acres)
Civic Space	197.58	5%	9.88
Subtotal	197.58	---	9.88

**Conceptual Open Space Allocations**

Description	Area (acres)
Rock outcropping preservation/Overlook Park	3.80
Open space corridor (Parcel 16)	3.60
Open space within collector roadway (includes median and landscape areas within right of way excluding the parkway between the curb and sidewalk)	7.33
Total	14.73

**Conceptual Civic Space Allocations**

Description	Area (acres)
Community Center (Parcel 15)	2.11
Open space corridor (Parcel 14)	9.43
Total	11.54

**Conceptual Open Space and Civic Space  
Required / Allocation**

	Required (acres)	Conceptual Allocation (acres)
Open Space	12.53	14.73
Civic Space	9.88	11.54
Total	22.41	26.27

\*15% open space may not be required if less than 20,000 sf of building area provided within the Commercial Service (CS) zone.

## Table 7 Preliminary Development Phasing Site Data

Parcel	Proposed Zoning	Proposed Use / Building Type	Gross Area (acres)	Net Area (acres)	**Gross Minimum Density (du/acre)	**Gross Maximum Density (du/acre)	Proposed Yield (dwelling units)
Phase 1							
1	HR	High Density Residential Condominium/Townhome	11.62	10.84	13	22	151-256
2	HR	High Density Residential Condominium/Townhome	10.14	9.69	13	22	132-223
3A	MR	Medium Density Residential Single Family Attached	6.84	6.05	6	9	41-62
7A	R1	Single Family Residential Single Family Detached	12.41	11.67	2	5	25-61
8	R1	Single Family Residential Single Family Detached	23.35	21.87	2	5	47-117
14A	POS	Open Space Corridor	5.49	5.49	---	---	---
	Subtotal		69.85	65.61	5.7	10.3	396-719
Phase 2							
5	MR	Medium Density Residential Single Family Attached	19.35	17.89	6	9	116-174
6	R1	Single Family Residential Single Family Detached	13.09	12.36	2	5	26-65
7B	R1	Single Family Residential Single Family Detached	8.09	7.06	2	5	16-40
14B	POS	Open Space Corridor	3.94	3.94	---	---	---
15	R1	Community Center	2.68	2.11	---	---	---
16	POS	Open Space Corridor	3.84	3.60	---	---	---
	Subtotal		50.99	46.96	3.1	5.5	158-279
Phase 3							
3B	MR	Medium Density Residential Single Family Attached	8.42	7.15	6	9	51-75
4	R1	Single Family Residential Single Family Detached	23.88	22.13	2	5	48-119
	Subtotal		32.30	29.28	3.1	6.0	99-194
Phase 4							
9	HR	High Density Residential Condominium/Townhome	10.50	9.68	13	22	136-231
10	R1	Single Family Residential Single Family Detached	8.17	7.28	2	5	16-41
11	R1	Single Family Residential Single Family Detached	9.05	8.46	2	5	18-45
12	CS	Commercial Service+	10.02	9.55	---	---	---
13	HR	High Density Residential Condominium/Townhome	6.70	6.06	13	22	87-147
	Subtotal		44.44	41.03	5.7	10.5	257-464
	Total		197.58	182.58	4.6	8.4	910-1,656*

\*Proposed overall yield is capped at a total of 1,300 dwelling units.

\*\*Minimum densities are based on the total gross acreage for the zoning category and not on a per parcel basis. Maximum density is based on maximum allowable density in the total gross acreage for the zoning category within the Resource Protection Overlay District (RPO) and not on a per parcel basis.

+Maximum allowed Gross Floor Area Ratio (FAR) for Commercial Service is 2.0.

**Table 8**  
**Conceptual Open Space by Development Phase**

Parcel	Proposed Zoning	Proposed Use / Building Type	Gross Area (acres)	Percent of Open Space Required	Open Space Required (acres)	Open Space Allocated (acres)	Open Space to be Reallocated to Future Phase (acres)
<b>Phase 1</b>							
1	HR	High Density Residential Condominium/Townhome	11.62	15%	1.74	---	---
2	HR	High Density Residential Condominium/Townhome	10.14	15%	1.52	---	---
3A	MR	Medium Density Residential Single Family Attached	6.84	15%	1.02	---	---
7A	R1	Single Family Residential Single Family Detached	12.41	0%	0	---	---
8	R1	Single Family Residential Single Family Detached	23.35	0%	0	---	---
14A	POS	Open Space Corridor	5.49	0%	0	5.49**	---
---	---	Civic Space	69.85	5%	3.49	---	---
---	---	Other Open Space*	---	---	0	2.65**	---
	Subtotal		69.85	---	7.77	8.14	0.37
<b>Phase 2</b>							
5	MR	Medium Density Residential Single Family Attached	19.35	15%	2.90	---	---
6	R1	Single Family Residential Single Family Detached	13.09	0%	0	---	---
7B	R1	Single Family Residential Single Family Detached	8.09	0%	0	---	---
14B	POS	Open Space Corridor	3.94	0%	0	3.94**	---
15	R1	Community Center	2.68	0%	0	2.11	---
16	POS	Open Space Corridor	3.84	0%	0	3.60**	---
---	---	Civic Space	50.99	5%	2.55	---	---
---	---	Other Open Space*	---	---	0	2.58**	---
	Subtotal		50.99	---	5.45	12.23	6.78
<b>Phase 3</b>							
3B	MR	Medium Density Residential Single Family Attached	8.42	15%	1.26	---	---
4	R1	Single Family Residential Single Family Detached	23.88	0%	0	---	---
		Civic Space	32.30	5%	1.62	---	---
		Other Open Space*	---	---	0	3.78**	---
	Subtotal		32.30	---	2.88	3.78	0.90
<b>Phase 4</b>							
9	HR	High Density Residential Condominium/Townhome	10.50	15%	1.58	---	---
10	R1	Single Family Residential Single Family Detached	8.17	0%	0	---	---
11	R1	Single Family Residential Single Family Detached	9.05	0%	0	---	---
12	CS	Commercial Service+	10.02	15%	1.50	---	---
13	HR	High Density Residential Condominium/Townhome	6.70	15%	1.01	---	---
---	---	Civic Space	44.44	5%	2.22	---	---
---	---	Other Open Space*	---	---	0	2.12**	---
	Subtotal		44.44	---	6.31	2.12	(4.19)
	Total		197.58	---	22.41	26.27	3.86

\*Other open space includes rock outcropping preservation areas, Overlook Park, and open space within collector roadway (includes median and landscape area within right of way excluding parkway between curb and sidewalk).

\*\*The portion of open space area which qualifies as Civic Space (FUTS trail, public amenities, etc.) will be used to satisfy Civic Space requirement per phase. Each phase will allocate the required amount of Civic and Open Space. Any extra Civic or Open Space provided per phase may be reallocated to a subsequent phase of development.



# TIMBER SKY

Concept Zoning Plan

## APPENDIX 1



VINTAGE  
PARTNERS

# Appendix 1

## Flagstaff Regional Plan 2030 Analysis

The Flagstaff Regional Plan 2030 (the “FRP30”) provides the City with guiding policies and goals to assist it in its decisions making processes. The Timber Sky project involves the annexation and zoning of approximately 197 acres of property located southwest of Route 66 and Woody Mountain Road and, as a result, must be assessed for consistency with the goals and policies of the FRP30. Timber Sky is designated as a mixture of Suburban – Future and Future Employment in the Future Growth Illustration and the uses contemplated in the applications are guided by these goals. Further, a chapter-by-chapter review of the FRP30 against the Timber Sky applications has been conducted and the following analysis demonstrates that approval of the Timber Sky applications are consistent with and conform to the goals and policies in the FRP30 that are intended to apply to the development of new, suburban communities.

### **Chapter 4- Environmental Planning & Conservation**

#### ***Air Quality Goals and Policies***

##### **Goal E&C.1. Proactively improve and maintain the region’s air quality.**

The Subject Property is located in an area of Flagstaff that includes large employers, including W.L. Gore, Swire Coca-Cola, Banker Insulation and the City of Flagstaff at the new Public Works Core Maintenance Facilities yard. This adjacency will give employees an opportunity to live near their work, thereby reducing their carbon emissions.

#### ***Climate Change and Adaptation Goals and Policies***

##### **Goal E&C.2. Reduce greenhouse gas emissions.**

In conformance with Policy E&C.2.1., the conceptual design promotes alternatives to motorized forms of transportation by including an enhanced street section for the internal road networks that favors pedestrian and bike access, as well as the inclusion of the FUTS Trail. These corridors are near the major employers in the region, as mentioned above. The 2009-2013 American Community Survey 5-year Estimates from the U.S. Census Bureau (the most recent data available) determined that 65.5% of workers over 16 years old drove alone to their job in Flagstaff. Only 9.4% walked and 5.4% used some other form of non-motorized transportation. With the inclusion of the pedestrian and bike corridors in new residential projects, more residents should be able to utilize alternative modes of transportation during much of the year when the City is not impacted by inclement weather.

### ***Dark Skies Goals and Policies***

**Goal E&C.5. Preserve dark skies as an unspoiled natural resource, basis for an important economic sector, and core element of community character.**

The City of Flagstaff adopted the world's first Outdoor Lighting Ordinance in 1958 and was designated as the world's first International Dark Sky Place in 2001. In keeping with the tradition of the being at the forefront of Dark Sky requirements, and to be sensitive to the Property's proximity to the Lowell and Naval Observatories, standards that meet or exceed all of the requirements of the Dark Sky Ordinance and the Outdoor Lighting Standards in the Zoning Ordinance (Division 10-50.70) will be incorporated into the Timber Sky project.

### ***Ecosystem Health Goals and Policies***

**Goal E&C.6. Protect, restore and improve ecosystem health and maintain native plant and animal community diversity across all land ownerships in the Flagstaff region.**

Due to a past wildfire, the landscaping on the property is not as lush as it once was; however, it does contain a healthy Ponderosa Pine forest throughout portions of the site which will be preserved through the application of the Resource Protection Overlay ("RPO") requirements in the Flagstaff Zoning Code. In an effort to restore the ecosystem, new landscaping will include the use of native, drought-tolerant, or edible species included in the City of Flagstaff Landscape Plant List (Appendix 3 of the Zoning Ordinance) and adhere to Xeriscape principles (Division 10-50.60.010.A. of the Zoning Ordinance). Existing native vegetation, including Ponderosa Pine, Gamble Oak, and groundcovers, will be preserved wherever possible. All disturbed areas of the development shall be seeded with native mix allowing new landscaping to blend seamlessly with the preserved landscape over time.

The proposed drainage corridor will be preserved with the Public Open Space ("POS") zoning category and will follow the existing flow patterns on the western portion of the property that have been designed into the proposed development as an open space amenity that will be enhanced with trails but largely left undeveloped in an effort to protect its natural ecosystem and retain much of its existing character. The grading in this corridor will include undulations which are intended to make the space feel natural and landscaping will consist of mainly native grasses and riparian trees.

Design decisions were made to provide stacking benefits with respect to storm water management in an attempt to utilize the natural processes which are currently occurring on the site.

- The natural on-site drainage corridor is being mimicked by providing large, wide bottomed gently sloping basins which will be revegetated in native and turf grasses for storm water volume and rate control.
- The design conserves the natural corridor area while obtaining maximum

stacking benefits from this area - including recreation.

- The stormwater drainage is being maintained at the location it is currently flowing. Extensive field visits were utilized to determine existing conditions and flow paths.
- The grassy basins provide exceptional, long flow lengths (almost 3,000 feet) over grass providing fantastic pollutant capture and infiltration benefits.
- Native grasses and forest duff will be salvaged and replaced to provide a seed bed and organic medium for re-establishment of the meadows.
- Stacking, multi-faceted techniques are being utilized as Low Impact Development (“LID”) Integrated Management Practices which will preserve the rural character of the area as much as possible.
- All aspects of the development are being considered holistically – from the wide medians with plantings in the collector street network, to providing a widened landscape areas behind the sidewalk as part of the relaxed street treatment. Additional collector bio-retention areas and extended detention basins will be provided for direct pollutant capture. Bio-retention areas will be installed at every single-family residence, multi-faceted Integrated Management practices will be installed at all of the high density blocks while trying to preserve those key trees at these locations that are integral to holistic integrated management practices.
- The design is providing benefits beyond that required by providing LID features in areas that are not available for LID credit such as sediment forebays in the drainage corridor to capture sediments from the drainage conduits discharging from the local streets here. In this are the large basins will act as extended detention basins with pools up to 3 feet deep that will slowly drain out – leaving most of the sediments and pollutants trapped in the grassy swales.
- The Community Center with star gazing opportunities, recreation areas and community food gardens; the site fencing and entry monuments; the relaxed street sections, the holistic storm water management and natural area conservation all combine to make the subdivision a rural place located at the very edge of the City – the right place for this approach.

### ***Environmentally Sensitive Lands Goals and Policies***

#### **Goal E&C.7. Give special consideration to environmentally sensitive lands in the development design and review process.**

The proposed development has been carefully designed to account for the natural contours of the land and maintain the natural drainage corridor. Further, it will extend the application of the City’s Resource Protection Overlay to property not previously governed by those requirements in unincorporated Coconino County. As the phases develop, the existing 69KV APS towers on the site will be undergrounded which will

significantly enhance the visual environment.

### ***Natural Quiet Goals and Policies***

#### **Goal E&C.8. Maintain areas of natural quiet and reduce noise pollution.**

The Timber Sky project is located along the north side of US Interstate 40 and will be designed with an eye toward minimizing the noise pollution produced by the adjacent highway. As the project develops, a perimeter wall be installed along the southern property boundary that, with vegetation, will provide a reduction in noise.

### ***Soils Goals and Policies***

#### **Goal E&C.9. Protect soils through conservation practices.**

The proposed development was designed with the natural elevation changes in mind. Doing so will minimize the necessary cut and fill, protect the soils, and minimize disturbed areas and destruction of natural vegetation.

### ***Wildlife Goals and Policies***

#### **Goal E&C.10. Protect indigenous wildlife populations, localized and large-scale wildlife habitats, ecosystem processes, and wildlife movement areas throughout the planning area.**

Maintaining the natural drainage corridor on the western portion of the property for use as open space will protect areas accessible to wildlife. This 13.5 acre area will also provide many watchable wildlife recreation opportunities for residents.

## **Chapter 5- Open Space**

#### **Goal OS.1. The region has a system of open lands, such as undeveloped natural areas, wildlife corridors and habitat areas, trails, access to public lands, and greenways to support the natural environment that sustains our quality of life, cultural heritage, and ecosystem health.**

Ten feet wide paved FUTS trails are proposed along a portion of the northern property boundary along U.S. Highway 66 and the southeast edge of the property along Woody Mountain Road. These trails will connect to two expanded collectors and the open space corridor within the community. A portion of the Flagstaff Loop Trail traverses through the community within the open space corridor as a 10 foot wide unpaved FUTS trail, and will ultimately be connected by others to the larger Loop Trail system. Multiple open space areas are planned throughout the proposed development including many pocket park areas, the open space corridor, Overlook Park, and a community center. These areas will provide many wonderful active and passive recreational opportunities for the residents, and the amenities reflect a day time focus that is athletic, outdoor and affordable.

## **Chapter 6- Water Resources**

### **Goal WR.5. Manage watersheds and storm water to address flooding concerns, water quality, environmental protections, and rainwater harvesting.**

In conformance with Policy Wr.5.5., storm water on a large portion of the site is directed to an existing box culvert under Route 66. This culvert eventually discharges flows to the Clay Wash Detention Basin located north of Route 66 within the Rio De Flag watershed area. The offsite and the onsite runoff is conveyed through the Open Space Corridor maintaining the natural flow pattern. The proposed storm water ponds or Extended Detention Basins (EDB) retain and detain storm water and release it at a much slower rate and lower volume. The grasses in the pond bottoms will facilitate pollutant removal and enhance water quality of the surface water.

### **Goal WR.6. Protect, preserve, and improve the quality of surface water, ground water, and reclaimed water in the region.**

The proposed Extended Detention Basins will have the bottom 2-3 feet of retention with a small outlet to drain the basins empty in no more than 36 hrs. The extended drain time will encourage wet land vegetated areas. This also promotes infiltration and improves ground water recharge which further decreases the runoff released from the site.

As provided for in the discussion of Goal E&C.5 above, design decisions were made to provide stacking benefits with respect to storm water management in an attempt to utilize the natural processes which are currently occurring on the site.

## **Chapter 7- Energy**

### **Goal E.1. Increase energy efficiency**

In conformance with Policy E.1.5., the site design promotes alternatives to motorized forms of transportation by including residential and employment uses, providing residents the opportunity to walk to work. In addition, homebuilders will be encouraged to include energy efficient design and materials throughout the entire construction process.

## **Chapter 8- Community Character**

### **Goal CC.1. Reflect and respect the region's natural setting and dramatic views in the built environment.**

Overlook Park, located adjacent to the Timber Sky entry at the southeast corner of the

site, was designed as a place for residents to reflect upon the region's natural setting and dramatic views of the San Francisco Peaks. This open space sits on a large, rocky knoll, and is heavily wooded with Ponderosa Pine and Gamble Oak. There will be an intimate seating area within the natural rock outcropping which overlooks the forest and Peaks.

In other areas of Timber Sky, the FUTS trails and internal, expanded collector system will provide residents with access to all corners of the development for different views of the natural environment. Additionally, the concepts for the walls and fencing throughout the community will be designed, where practicable, to be open in order to maintain views and minimize obstructions to view corridors.

The application of the RPO to the entirety of the development will further protect the dramatic views available from all areas of Timber Sky by limiting the placement of buildings in a manner that would disturb large portions of the environment. As a result, trees, basalt outcroppings and other natural features will be maintained.

**Goal CC.2. Preserve, restore, and rehabilitate heritage resources to better appreciate the culture.**

A Cultural Resource Study has been conducted in conjunction with these applications. The Property is not designated as a landmark, historic property, or included in a Historic Overlay Zone. The area where the Subject Property is located is designated in the FRP30 as having a low concentration of natural resources (see Map 8: Concentration of Natural Resources).

**Goal CC.3. Preserve, restore, enhance and reflect the design traditions of Flagstaff in all public and private development efforts.**

The community theme for Timber Sky is designed around Flagstaff's location within the largest Ponderosa Pine forest in the world and its connection to dark skies and being the home of the Lowell Observatory. Characteristics from both of these concepts will be displayed throughout the development in signage, landscaping, fencing, and numerous other design features that will give Timber Sky a unique sense of place not found in other area communities.

**Goal CC.4. Design and develop all projects to be contextually sensitive, to enhance a positive image and identity for the region.**

Chapter 8 has identified Route 66 as a Gateway Corridor for the City. Gateway corridors provide the first impression people have as they enter a region and thus warrant special design considerations. Keeping this in mind, the location of the FUTS trail, in conjunction with the preservation of trees in a landscape buffer will provide a

visually pleasing buffer between the road and development and create a sense of place that will differ from the existing streetscape along eastbound Route 66 prior to reaching Timber Sky. Further, where appropriate along the perimeter of the development, fencing is favored over walls, in order to preserve the forest views.

Additionally, the Timber Sky entry monumentation and streetscapes have been designed to placemake and establish a project identity that meets with the contextually sensitive theme of dark skies and timber. The entry monument has a tapered circular design which is derived from the shape of the Pluto telescope building at Lowell Observatory and will be clad in stone similar to that found at the Observatory. The monument cap will mimic corten steel and will have circular cutouts along the cap base internally illuminated to simulate star light. Roughhewn timber produced by this development will be used to construct retaining walls, posts, beams, and design features associated with the monuments.

The combination of the design elements along Route 66 will culminate in an identity for both the project, and the region.

## **Chapter 9- Growth Areas & Land Use**

### **Applicable to all Land Uses – Goals and Policies**

**Goal LU.3. Continue to enhance the region’s unique sense of place within the urban, suburban, and rural context.**

Timber Sky is designed to become a robust community of residential opportunities to enhance the availability of a diverse housing supply within the City. By developing the 197 acres cohesively, the project will establish a “place” at the City’s western gateway that will evoke a mixture of suburban/urban character through its residential neighborhoods and the open space systems that connect them. The project theme of dark skies and timber will be conveyed through the project’s entry monumentation, streetscapes, landscaping, and amenities.

**Goal LU.4. Balance housing and employment land uses with the preservation and protection of our unique natural and cultural setting.**

Through the implementation of the RPO and a Natural Resource Protection Plan, the Timber Sky project will balance housing and new development with preservation and protection of the natural environment.

**Goal LU.5. Encourage compact development principles to achieve efficiencies and open space preservation.**

The Property is located within the designated growth boundary set forth in the Regional

Plan and is appropriate for Future – Suburban development and has been designed to maximize the residential development potential while maintaining efficient and easy access to preserved open space corridors. The application includes designating the drainage corridor in excess of 13 acres as the POS Zone to ensure the preservation of the area as an essentially undeveloped area to be amenitized with trails to ensure the public's access to the feature. The FRP30 defines Suburban areas as having mid to low densities of people, residences, jobs and activities; streets and sidewalks that vary in pattern; the area is drivable to access homes and jobs, yet walkable by special pedestrian facilities such as FUTS trails; some services and good are available to the residents; and the area may have access to public transportation. The proposed development meets nearly every one of these principles.

**Goal LU.6. Provide for a mix of land uses.**

The proposed development provides an appropriate mix of residential, commercial, and open space uses throughout. Further, the proposed residential developments offer a mix of medium and high density options to provide housing at many different price points, with a focus on entry-level housing, which is greatly needed in this area. The commercial zoning for parcel 12 will provide the opportunity for neighborhood-scale development that will provide a localized retail or service use to the community and serve as a buffer between the project and the more industrial-level uses to the west.

**Goal LU.7. Provide for public services and infrastructure.**

The project has access to existing public infrastructure and is planned within the context of existing master plans that contemplated the scale of the development proposed.

**Goal LU.8. Balance future growth with available water resources.**

The City of Flagstaff has planned for water service to Timber Sky in its master plans and the applications contemplate those plans in the associated engineering documents. Timber Sky will be served by available City water resources.

***Suburban Area Goals and Policies***

**Goal LU.13. Increase the variety of housing options and expand opportunities for employment and neighborhood shopping within suburban neighborhoods.**

The proposed development contains a variety of housing options including single-family homes, condos, and townhouses, and also designates areas for future employment. There will be a number of different sized single-family lots which will provide an array of price points for homebuyers and offer more homeownership opportunities for the workforce in the immediate area.

Policies LU.13.1 and LU.13.6 stress the need for connectivity for residents to surrounding neighborhoods and the proposed Activity Centers at Woody Mountain Road

and Route 66 and Flagstaff Ranch Road and Route 66. All parcels in Timber Sky will have easy access to these areas by way of the continuation of the FUTS trail that will be built along Route 66 and Woody Mountain Roads, adjacent to the property. Further, the parcels within the project will be connected by internal collector roads, streets and trails that provide for connectivity to the project amenities. The conceptual placement for these internal and external connections is provided with this application.

### ***Employment Area Goals and Policies***

**Goal LU.15. Plan for and encourage employee-intensive uses throughout the area as activity centers, corridors, research and development offices, business parks, and light industrial areas to encourage efficient infrastructure and multimodal commuting.**

Map 21: Future Growth Illustration denotes the westernmost portion property as an area of future employment. In conformance with Policy LU.15.2., the CS zoning (Commercial Service) will allow for integration of residential and commercial uses, thereby reducing vehicle trips and commute times.

**Goal LU.16. Establish heavy industrial areas that provide for the manufacturing of goods, flexible space, and intermodal facilities that are well maintained, attractive, and compatible with adjoining nonindustrial uses.**

As a portion of the project is dually-designated as Future-Employment and Future – Suburban, the applications take into account that this is an area of transition and includes a mixture of uses that ensure effective separation while maintaining connectivity. The applications provide compatibility with the industrial uses west of Timber Sky.

### ***Activity Centers and Corridors Goals and Policies***

**Goal LU.18. Develop well designed activity centers and corridors with a variety of employment, business, shopping, civic engagement, cultural opportunities, and residential choices.**

As illustrated in Map 21, a Suburban Activity Center is located at the corner of Flagstaff Ranch Road and Route 66 and an Urban Activity Center is located at the corner of Woody Mountain Road and Route 66. The Subject Property is located on the periphery of both Activity Centers which offers an ideal location for higher density housing. The applications take this adjacency and intended intensity into account and the portions of Timber Sky nearest to the Activity Center are zoned for High Density Residential. This adjacency will bring critical mass to the area, furthering the possibility that an Activity Centers will be developed there in the future. LU.18.12 states “corridors should focus commercial development to the corridor frontage and residential to the back.” While this makes sense for larger scale commercial developments, the predominant land use in Timber Sky is residential, and the most dense areas have been shifted to the frontage. The commercial use in Timber Sky amounts to only 5% of the total land area in the

project and is considered a support use for the surrounding neighborhood.

## **Chapter 10- Transportation**

### **Goal T.2. Improve transportation safety and efficiency for all modes.**

This project has been designed to accommodate multiple modes of transportation, both motorized and non-motorized. The site design incorporates bike lanes as well as sidewalks for pedestrians. Through the FUTS and enhanced internal street sections provided in the applications, transportation will be facilitated for safe, multi-modal movement.

### **Goal T.3. Provide transportation infrastructure that is conducive to conservation, preservation, and development goals to avoid, minimize, or mitigate impacts in the natural and built environment.**

The transportation system was thoughtfully designed to preserve trees and enhance the corridors for multi-modal movement by expanding beyond the City of Flagstaff Minor Collector requirements by adding an additional 22 feet of right-of-way to the minimum cross section of 70 feet- resulting in a 92 foot right-of-way. This additional space provides a way to compliment the beautiful native landscape present on the site and to provide enhanced landscape within the median and behind the sidewalk.

The two proposed primary minor collector roads wind through the community, following the natural topography and were located specifically to retain existing natural features. The intersection of the two collectors terminate at the center of the community with a traffic circle which acts as a traffic calming measure and replicates the existing circle at the intersection of Woody Mountain Road and Presidio Drive South. Further, the collector roads include a generous 16-foot wide landscaped median and bike lanes. A sidewalk is separated from the back of curb by a 5-foot landscaped parkway. The sidewalk only meanders in order to preserve existing trees within the right of way. The transportation system was designed in order to preserve as much native vegetation as possible while also providing the residents with a safe and unique neighborhood.

### **Goal T.4. Promote Transportation infrastructure and services that enhance the quality of life of the communities within the region.**

The expansion and development of the FUTS in connection with the applications will further the quality of life and add to the transportation network.

### **Goal T.5. Increase the availability and the use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.**

In conformance with Policy T.5.1., the developer will provide accessible pedestrian infrastructure of sufficient width with all street construction, including FUTS.

**Goal T.6. Provide for bicycling as a safe and efficient means of transportation and recreation.**

The applications recognize the importance of bicycling as a beneficial form of transportation and recreation. All the entrances to the community are connected to the FUTS trails, which provide easy access for bicyclists of all experience levels to this remarkable recreational amenity. The interior streets are designed to accommodate bicyclists of all types, from a professional biking to work to a young family taking an afternoon bike ride.

**Goal T.8. Establish a functional, safe, and aesthetic hierarchy of roads and streets.**

The proposed development has two main collector roads that converge in the center with a landscaped traffic circle. The entrance on Woody Mountain Road at the Presidio Drive South alignment, is also the entrance to the Presidio in the Pines development. Two other entrances are on Route 66. The main roads through the property include 16' landscaped medians that enhance the aesthetics of the street system.

**Chapter 13- Neighborhoods, Housing, & Urban Development**

**Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.**

Policy NH.1.4 fosters points of activities, services, increased densities, and transit connections in urban and suburban neighborhoods. The applications meet this policy by providing multiple housing types of varying densities, offering many active and passive recreational opportunities and civic spaces for residents, and working with NAIPTA on the possibility of extending a bus line to this area. The concept of a “healthy” community is encouraged through the FUTS and associated project amenities.

**Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunities for all economic sectors.**

Timber Sky will meet Policy NH.3.1 by providing a variety of housing types, with an emphasis on for-purchase products, to expand the choices available to meet the financial and lifestyle needs of the diverse population. The proposed development will offer single-family, condo, and townhouse developments which will provide realistic housing opportunities to the local work force. As a result of the project’s adjacency to major area employers, the residents of this community will also have the ability to walk or bike to work, furthering the goals of the Environmental Planning & Conservation and Transportation chapters of the FRP30.

The 2009-2013 American Community Survey 5-year Estimates from the U.S. Census Bureau (the most recent data available), determined that approximately 23.5% of homeowners in Flagstaff are paying more than 35% of their monthly household income on their mortgage and 50.2% of renters are paying more than 35% of their household income on rent. This same study states the median household income in Flagstaff (in 2013 inflation adjusted dollars) is \$49,771 and the median housing value is \$266,200. A recent September 6, 2015, article in the AZ Daily Sun by reports that the median price for a home in Flagstaff was \$352,750 in July 2015. During economic periods where salaries are not increasing at the same rate as housing costs, it is important to provide for efficient development plans that can be delivered at prices below the median and that is the goal of the applications.

The development of a 197 acre project takes a large commitment of capital investment and time. In order to achieve the delivery of housing at below the area median prices, the applicant has developed an efficient plan that juggles the preservation of the environmental features through the RPO, maximizing the placement of density in burn areas and along the Route 66 frontage, and by providing for a mixture of product that will serve the needs of community. The full development of the project will contribute to the for-purchase housing supply in Flagstaff that will aid in reducing the median prices and make housing financially accessible to the workforce – which is the overarching goal for this development.

**Goal NH.4. All housing is safe and sanitary.**

All the housing in this development will be new and meet current building codes, therefore making it safe for all residents. Builders will be encouraged to use energy-efficient materials and design.

**Goal NH.5. Eliminate homelessness.**

This development will offer a variety of housing options at different price points. Although it may not eliminate homelessness, it will provide more attainable housing solutions for the people who work at nearby businesses.

**Chapter 14- Economic Development**

**Goal ED.4. Support efforts to recruit diverse new businesses and industries compatible with the region.**

Businesses looking to locate to Flagstaff will place importance on the residential affordability index to ensure that its employees will have comfortable communities to reside in. By adding a diversity of product that can be efficiently delivered, the applications seek to provide housing in the region that is below the median price currently available and this should work to facilitate new business and industry recruitment.

**Goal ED.7. Continue to promote and enhance Flagstaff’s unique sense of place as an economic development driver.**

The proposed development will positively contribute to the community image by providing more entry level and workforce housing in an area of the City with two large employers.

**Chapter 15- Recreation**

**Goal REC.1. Maintain and grow the region’s healthy system of convenient and accessible parks, recreation facilities, and trails.**

As the Timber Sky project also includes substantial open space and recreation features, approval of the project will grow the region’s system of convenient and accessible passive and active recreation areas. The City of Flagstaff has established 50 miles of FUTS trails with a plan for an additional 80 miles of trails. The Timber Sky project will develop new portions of the FUTS and the approval of the applications will facilitate the further development of that trail system along the project boundaries of Route 66 and Woody Mountain Road, as well as providing linkages to the Flagstaff Loop Trail. Internally, Timber Sky will provide residents with over 11 acres of land for Community Center and open space uses. The proposed Community Center, located along the expansive open space corridor, will include plazas, playgrounds, pickle ball courts, and a community garden. Other smaller park and open space areas are proposed throughout the community, all of which are easily accessible to residents by walking or biking.



# TIMBER SKY

Concept Zoning Plan

## APPENDIX 2



VINTAGE  
PARTNERS

**INFORMATION**

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

**THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.**

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**COMMITMENT FOR TITLE INSURANCE**

**ISSUED BY**

First American Title Insurance Company  
through its Division

***First American Title Insurance Company***

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**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY**

If you have any questions about the Commitment, contact:

***First American Title Insurance Company National Commercial Services***  
***2425 E. Camelback Road, Suite 300, Phoenix, Arizona 85016***

## AGREEMENT TO ISSUE POLICY

**We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the date shown in Schedule A.**

**If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.**

**Our obligation under the Commitment is limited by the following:**

**The Provisions in Schedule A  
The Requirements  
The Exceptions in Schedule B - Parts 1 and 2  
The Conditions**

**This Commitment is not valid without SCHEDULE A and Parts 1 and 2 of SCHEDULE B.**

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### SCHEDULE B - EXCEPTIONS

Any Policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

**Part One:**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**Part One of Schedule B will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy and policies with EAGLE Protection added. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.**

**REQUIREMENTS  
(Standard)**

**The following requirements must be met:**

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.**
- (b) Pay us the premiums, fees and charges for the policy.**
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.**
- (d) You must tell us in writing the name of anyone not referred to in this commitment who will get interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.**

**(Continued on Requirements Page)**

**CONDITIONS**

**1. DEFINITIONS**

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.**
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.**

**2. LATER DEFECTS**

**The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.**

**3. EXISTING DEFECTS**

**If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.**

**4. LIMITATION OF OUR LIABILITY**

**Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:**

**comply with the Requirements**

**or**

**eliminate with our written consent any Exceptions shown in Schedule B**

**We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.**

**5. CLAIMS MUST BE BASED ON THIS COMMITMENT**

**Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms**

**First American Title  
Insurance Company  
National Commercial  
Services**



**The First American  
Corporation**

**PRIVACY POLICY**

**We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

**Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from public records or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our web site at [www.firstam.com](http://www.firstam.com).

**Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

**Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial services providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

**Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply.

**Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products and services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**First American Title Insurance Company  
National Commercial Services**

**SCHEDULE A**

First Amended

**ESCROW/CLOSING INQUIRIES** should be directed to your Escrow Officer: **Alix Graham at (602)567-8100**

Effective Date: **June 16, 2014** at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2006 Extended Owner's Policy for \$5,700,000.00

Proposed Insured:

**Thomas G. Russell, Trustee of the Thomas G. Russell Trust U/D/T 12/27/89**

2. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

**Landmarc Capital & Investment Company, an Arizona corporation, as to an undivided 50% interest and Monterey Capital Co., LLC, an Arizona limited liability company, as to an undivided 50% interest**

3. Title to the estate or interest in the land upon issuance of the policy shall be vested in:

**Thomas G. Russell, Trustee of the Thomas G. Russell Trust U/D/T 12/27/89**

4. The land referred to in this Commitment is located in Coconino County, AZ and is described as:

**SEE EXHIBIT "A " ATTACHED HEREIN**

Title officer: Mike S. Jones @ (602)567-8149/msjones@firstam.com.

**Pages 1 through 5 of this document consist of the Title Insurance Commitment contract and our Privacy Policy.**

**EXHIBIT "A"**

A PARCEL OF LAND BEING A PORTION OF THE "PRESIDIO WEST TRACT" AS SAID TRACT IS DESCRIBED IN THAT CERTAIN WARRANTY DEED (DEED) RECORDED AS INSTRUMENT NO. 3229602, RECORDS OF COCONINO COUNTY, ARIZONA, WHEREIN SAID "PRESIDIO WEST TRACT" IS COMPRISED OF PARCEL NOS. 1D, 3, 4, 5B, 8 AND 9, WHICH ARE SITUATED IN THE EAST HALF OF SECTION 24, TOWNSHIP 21 NORTH, RANGE 6 EAST AND IN SECTION 19, TOWNSHIP 21 NORTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24 AS DESCRIBED IN SAID DEED FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 19, AS DESCRIBED IN SAID DEED, LIES NORTH 89° 31' 49" EAST, A DISTANCE OF 2,634.20 FEET;

THENCE FROM SAID NORTHEAST CORNER OF SECTION 24, SOUTH 01° 56' 25" EAST, A DISTANCE OF 1,718.05 FEET ALONG THE LINE COMMON TO SAID SECTIONS 24 AND 19, TO A POINT ON THE NORTH BOUNDARY OF SAID "PRESIDIO WEST TRACT" FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 19, AS DESCRIBED IN SAID DEED, LIES SOUTH 01° 54' 02" EAST, A DISTANCE OF 916.63 FEET, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID NORTH BOUNDARY, SOUTH 72° 44' 49" EAST, A DISTANCE OF 1,413.86 FEET TO THE BEGINNING OF AN OFFSET SPIRAL;

THENCE ALONG SAID NORTH BOUNDARY, BEING A LINE CURVED TO THE LEFT THAT IS OFFSET 66.00 FEET SOUTHERLY FROM THE CENTERLINE OF THE RIGHT OF WAY OF SAID U.S. HIGHWAY 66, SAID CENTERLINE BEING A CLOTHOID SPIRAL DEFINED BY THE ELEMENTS THETA = 3° 00' 00", XS = 299.92 FEET, YS = 5.23 FEET AND LS = 300.00 FEET, THE LONG CHORD BEARING AND LENGTH OF SAID CURVED LINE OF THE NORTH BOUNDARY ARE SOUTH 73° 47' 13" EAST ~ 303.42 FEET, AND SAID CURVED LINE OF THE NORTH BOUNDARY RUNS TO AN OFFSET POINT OF SPIRAL TO CURVE;

THENCE ALONG SAID NORTH BOUNDARY, BEING A SIMPLE CURVE TO THE LEFT THAT IS OFFSET 66.00 FEET SOUTHERLY FROM SAID CENTERLINE OF THE RIGHT OF WAY OF U.S. HIGHWAY 66, SAID SIMPLE CURVE HAVING A RADIUS OF 2,930.79 FEET, CHORD BEARING AND LENGTH OF SOUTH 79° 01' 53" EAST ~ 332.31 FEET AND CENTRAL ANGLE OF 6° 30' 00", AN ARC DISTANCE OF 332.49 FEET TO AN OFFSET POINT OF CURVE TO SPIRAL;

THENCE ALONG SAID NORTH BOUNDARY, BEING A LINE CURVED TO THE LEFT THAT IS OFFSET 66.00 FEET SOUTHERLY FROM SAID CENTERLINE OF THE RIGHT OF WAY OF U.S. HIGHWAY 66, SAID CENTERLINE BEING A CLOTHOID SPIRAL DEFINED BY THE ELEMENTS THETA = 3° 00' 00", XS = 299.92 FEET, YS = 5.23 FEET AND LS = 300.00 FEET, THE LONG CHORD BEARING AND LENGTH OF SAID CURVED LINE OF THE NORTH BOUNDARY ARE SOUTH 84° 16' 33" EAST ~ 303.42 FEET, AND SAID CURVED LINE OF THE NORTH BOUNDARY RUNS TO THE END OF SAID OFFSET SPIRAL;

THENCE ALONG SAID NORTH BOUNDARY, SOUTH 85° 16' 49" EAST, A DISTANCE OF 203.51 FEET TO A ½" REBAR WITH PLASTIC CAP STAMPED "LS 14184" (SET);

THENCE DEPARTING SAID NORTH BOUNDARY OF THE "PRESIDIO WEST TRACT", SOUTH 00° 42' 05" WEST, A DISTANCE OF 1,107.36 FEET TO A ½" REBAR WITH PLASTIC CAP STAMPED "LS 14184" (SET);

THENCE SOUTH 43° 42' 33" WEST, A DISTANCE OF 785.53 FEET TO A ½" REBAR WITH PLASTIC CAP STAMPED "LS 14184" (SET);

THENCE SOUTH 54° 55' 29" EAST, A DISTANCE OF 708.84 FEET TO A ½" REBAR WITH PLASTIC CAP STAMPED "LS 14184" SET ON THE WEST BOUNDARY OF THAT CERTAIN PARCEL OF LAND GRANTED TO

THE CITY OF FLAGSTAFF FOR PUBLIC RIGHT OF WAY PER INSTRUMENT NUMBER 3337514, RECORDS OF COCONINO COUNTY, ARIZONA;

THENCE SOUTHERLY ALONG SAID WEST BOUNDARY, BEING A NONTANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 93.00 FEET, CHORD BEARING AND LENGTH OF SOUTH 09° 45' 40" WEST ~ 79.53 FEET AND CENTRAL ANGLE OF 50° 37' 42", AN ARC DISTANCE OF 82.18 FEET TO A ½" REBAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT THE BEGINNING OF A NONTANGENT CURVE ON SAID EAST BOUNDARY OF THE "PRESIDIO WEST TRACT";

THENCE SOUTHWESTERLY ALONG SAID EAST BOUNDARY, BEING A NONTANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 5,679.58 FEET, CHORD BEARING AND LENGTH OF SOUTH 43° 20' 50" WEST ~ 181.19 FEET AND CENTRAL ANGLE OF 1° 49' 41", AN ARC DISTANCE OF 181.20 FEET TO A POINT OF NONTANGENCY;

THENCE ALONG SAID EAST BOUNDARY, SOUTH 44° 18' 09" WEST, A DISTANCE OF 213.50 FEET TO THE SOUTHEAST CORNER OF SAID "PRESIDIO WEST TRACT";

THENCE ALONG THE SOUTH BOUNDARY OF SAID "PRESIDIO WEST TRACT", NORTH 75° 51' 05" WEST, A DISTANCE OF 2,083.39 FEET TO THE BEGINNING OF A POINT OF CURVATURE;

THENCE NORTHWESTERLY ALONG SAID SOUTH BOUNDARY, BEING A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 9,798.23 FEET, CHORD BEARING AND LENGTH OF NORTH 72° 53' 07" WEST ~ 1,014.17 FEET AND CENTRAL ANGLE OF 5° 55' 59", AN ARC DISTANCE OF 1,014.63 FEET TO A POINT OF NONTANGENT COMPOUND CURVATURE;

THENCE NORTHWESTERLY ALONG SAID SOUTH BOUNDARY, BEING A NONTANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 11,103.47 FEET, CHORD BEARING AND LENGTH OF NORTH 69° 54' 18" WEST ~ 280.62 FEET AND CENTRAL ANGLE OF 1° 26' 53", AN ARC DISTANCE OF 280.63 FEET TO A POINT OF TANGENCY;

THENCE ALONG SAID SOUTH BOUNDARY OF THE "PRESIDIO WEST TRACT", NORTH 69° 10' 52" WEST, A DISTANCE OF 293.87 FEET TO THE SOUTHWEST CORNER OF SAID "PRESIDIO WEST TRACT";

THENCE ALONG THE WEST BOUNDARY OF SAID "PRESIDIO WEST TRACT", NORTH 00° 07' 17" EAST, A DISTANCE OF 1,132.68 FEET;

THENCE ALONG SAID WEST BOUNDARY OF THE "PRESIDIO WEST TRACT", NORTH 01° 00' 29" WEST, A DISTANCE OF 707.93 FEET TO A ½" REBAR WITH PLASTIC CAP STAMPED "LS 14184" (SET);

THENCE DEPARTING SAID WEST BOUNDARY OF THE "PRESIDIO WEST TRACT", SOUTH 72° 48' 09" EAST A DISTANCE OF 631.50 FEET TO A ½" REBAR WITH PLASTIC CAP STAMPED "LS 14184" (SET);

THENCE NORTH 18° 08' 11" EAST, A DISTANCE OF 594.01 FEET TO A ½" REBAR WITH PLASTIC CAP STAMPED "LS 14184" SET ON THE NORTH BOUNDARY OF THE "PRESIDIO WEST TRACT";

THENCE ALONG SAID NORTH BOUNDARY OF THE "PRESIDIO WEST TRACT", SOUTH 72° 48' 09" EAST, A DISTANCE OF 565.49 FEET TO THE POINT OF BEGINNING;

EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, HELIUM OR OTHER SUBSTANCES OF A GASEOUS NATURE, COAL, METALS, MINERALS, FOSSILS, FERTILIZER OF EVERY NAME AND DESCRIPTION, AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

**First American Title Insurance Company  
National Commercial Services**

**SCHEDULE B  
First Amended**

**PART TWO:**

1. Taxes for the full year of 2014.  
(The first half is due October 1, 2014 and is delinquent November 1, 2014. The second half is due March 1, 2015 and is delinquent May 1, 2015 .)
2. The right to enter upon said land and prospect for and remove all coal, oil, gas, minerals or other substances, as reserved in the Patent to said land.
3. The right to enter upon said land and prospect for and remove all oil, gas and other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils, fertilizer of every name and description, and except all materials which may be essential to the production of fissionable material as reserved in Arizona Revised Statutes.
4. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
5. Reservations, exceptions, covenants, conditions and rights reserved or imposed in Deed from Santa Fe Pacific Railroad Company in Book 37 of Deeds, Page 483.
6. This item has been intentionally deleted.
7. An easement for telephone and incidental purposes in the document recorded as Book 2 of Promiscuous Records, Page 446.
8. An easement for telephone and incidental purposes in the document recorded as Book 2 of Promiscuous Records, Page 452.
9. An easement for highway and incidental purposes in the document recorded as Book 5 of Promiscuous Records, Page 608.
10. An easement for highway and incidental purposes in the document recorded as Book 5 of Promiscuous Records, Page 634.
11. An easement for electric lines and appurtenant facilities and incidental purposes in the document recorded as Book 9 of Promiscuous Records, Page 419.
12. An easement for highway and incidental purposes in the document recorded as Book 10 of Promiscuous Records, Pages 274.
13. This item has been intentionally deleted.
14. This item has been intentionally deleted.

15. This item has been intentionally deleted.
16. This item has been intentionally deleted.
17. The right of the State of Arizona to prohibit, limit and control access to the limited access highway as set forth in instrument recorded in Docket 811, Page 49 and Docket 824, Page 964 and re-recorded in Docket 831, Page 301.
18. This item has been intentionally deleted.
19. This item has been intentionally deleted.
20. This item has been intentionally deleted.
21. This item has been intentionally deleted.
22. This item has been intentionally deleted.
23. This item has been intentionally deleted.
24. This item has been intentionally deleted.
25. An easement for right of way easement and incidental purposes in the document recorded as 2005-3337514 of Official Records.
26. This item has been intentionally deleted.
27. This item has been intentionally deleted.
28. The terms and provisions contained in the document entitled "Easement and Memorandum of Agreement" recorded December 24, 2007 as 2007-3470386 of Official Records.
29. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM survey.
30. This item has been intentionally deleted.
31. Water rights, claims or title to water, whether or not shown by the public records.

**End of Schedule B**

**First American Title Insurance Company  
National Commercial Services**

**First Amended**

**REQUIREMENTS:**

1. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details.

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

2. Redemption of Certificate of Purchase No. 2012, issued on a sale of said land for taxes for the year 2012.
3. Pay all of 2013 taxes.

(Now delinquent and interest must be added)

NOTE: Taxes are assessed in the total amount of \$10,518.86 for the year 2013 under Assessor's Parcel No. 112-01-020 7.

NOTE: Taxes are assessed in the total amount of \$13,270.92 for the year 2013 under Assessor's Parcel No. 112-01-021 0.

4. Continue proper proceedings in the Bankruptcy Court of the U.S. District Court, Arizona , entitled in re Monterey Capital Co., LLC, an Arizona limited liability company, Debtor, Case No. 2:13-bk-01664 MCW, leading up to and including an Order Authorizing the consummation of the Action Sale of the within described property and record certified copy thereof.

NOTE: Satisfaction of this requirement will satisfy the following Requirements: Nos. 5 and 6.

5. Record Partial release and reconveyance of a Deed of Trust securing an original indebtedness in the amount of \$14,200,000.00, recorded April 17, 2007 as 2007-3434726 of Official Records.  
Dated: March 29, 2007  
Trustor: Presidio West, LLC, an Arizona limited liability company  
Trustee: Amy D. Howland, Esq., a member of the State Bar of Arizona  
Beneficiary: Landmarc Capital & Investment Company, an Arizona corporation

The beneficial interest in the Deed of Trust was assigned to Litchfield Funding, L.L.C. 11.268% of the beneficial interest by Assignment recorded June 12, 2007 as 2007-3442734 of Official Records.

The beneficial interest in the Deed of Trust was assigned to TBM Associates, LLC, an Arizona limited liability company 10.92% of the beneficial interest by Assignment recorded July 30, 2007 as 2007-3451708 of Official Records.

The beneficial interest in the Deed of Trust was assigned to TBM Associates, LLC, an Arizona limited liability company 7.86% of the beneficial interest by Assignment recorded July 30, 2007 as 2007-3451709 of Official Records.

The beneficial interest in the Deed of Trust was assigned to TBM Associates, LLC, an Arizona limited liability company 1.21% of the beneficial interest by Assignment recorded July 30, 2007 as 2007-3451710 of Official Records.

The beneficial interest in the Deed of Trust was assigned to TBM Associates, LLC, an Arizona limited liability company 1.51% the beneficial interest by Assignment recorded July 30, 2007 as 2007-3451711 of Official Records.

The beneficial interest in the Deed of Trust was assigned to TBM Associates, LLC, an Arizona limited liability company .868% of the beneficial interest by Assignment recorded July 30, 2007 as 2007-3451712 of Official Records.

The beneficial interest in the Deed of Trust was assigned to TBM Associates, LLC, an Arizona limited liability company .162% of the beneficial interest by Assignment recorded September 14, 2007 as 2007-3458186 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Lazy E, L.L.C., .35% of the beneficial interest by Assignment recorded October 16, 2007 as 2007-3462160 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Cohen, Rife, & Jutzi, PC Profit Sharing Plan by Assignment recorded December 20, 2007 as 2007-3469998 of Official Records.

The beneficial interest in the Deed of Trust was assigned to LDM Acceptance Company Pension Plan 7.24% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3469999 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Landmarc Capital Partners, LLC 0.29% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470000 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Landmarc Capital Partners, LLC 0.31% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470001 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Landmarc Capital Partners, LLC 0.49% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470002 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Landmarc Capital Partners, LLC 0.52% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470003 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Landmarc Capital Partners, LLC 0.55% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470004 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Desert Trails Holding, L.L.C. 0.56% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470005 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Landmarc Capital Partners, LLC 0.71% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470006 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Hayden Investments L.L.C. 0.81% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470007 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Landmarc Capital Partners, LLC 0.83% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470008 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Landmarc Capital Partners, LLC 0.61% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470009 of Official Records.

The beneficial interest in the Deed of Trust was assigned to LDM Acceptance Company 1.68% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470010 of Official Records.

The beneficial interest in the Deed of Trust was assigned to LDM Acceptance Company 0.70% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470011 of Official Records.

The beneficial interest in the Deed of Trust was assigned to LDM Acceptance Company Pension Plan 1.64% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470012 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Landmarc Capital Partners, LLC 1.25% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470013 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Landmarc Capital Partners, LLC 1.47% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470014 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Landmarc Capital Partners, LLC 2.49% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470015 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Landmarc Capital Partners, LLC 2.50% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470016 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Landmarc Capital Partners, LLC 3.52% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470017 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Desert Trails Holding, L.L.C., 3.97% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470018 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Hayden Investments, L.L.C., 1.69% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470019 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Landmarc Capital Partners, LLC 0.22% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470020 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Private Lenders Funding Group, LLC, a Delaware limited liability company by Assignment recorded December 13, 2013 as 2013-3681261 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Private Lenders Funding Group, LLC, a Delaware limited liability company by Assignment recorded December 13, 2013 as 2013-3681262 of Official Records.

Thereafter, Deed of Release and Full Reconveyance recorded September 11, 2013 as 2013-3673798 of Official Records.

Thereafter, Deed of Release and Full Reconveyance recorded September 25, 2013 as 2013-3675102 of Official Records.

Thereafter, Deed of Release and Full Reconveyance recorded October 11, 2013 as 2013-3676687 of Official Records.

Note: Absolute Assignment of Leases and Rents recorded April 17, 2007 as 2007-3434727 of Official Records.

6. Record Partial Release of a financing statement recorded April 17, 2007 as 2007-3434728 of Official Records.

Debtor: Presidio West, LLC  
Secured Party: Landmarc Capital & Investment Company

7. Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" which became effective February 23, 2011. Said Plat of survey shall include the required certification and, at a minimum, also have shown thereon Items 1, 8, 11(b), 16, 17, 20(a), and 20(b) from Table A thereof. If zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A and information regarding the usage of the property must be included.

NOTE: If a Zoning Endorsement is requested, Items 7(a), 7(b) and 7(c) of Table A will also be required. If "parking" is to be added to the endorsement, the number and type of parking spaces must be shown on the survey. Property use information must also be provided to First American Title Insurance Company.

8. Furnish copies of any existing leases affecting the within described property and insertion of said leases in Schedule B of the Policy of Title Insurance.

9. Furnish the names of parties to be insured herein and disposition of any matters disclosed thereby.
10. Record Warranty Deed from Thomas J. Giallanza, Deputy superintendent of Arizona department of financial institutions as Deputy Receiver of Landmarc Capital & Investment Company, an Arizona corporation and Monterey Capital Co., LLC, an Arizona limited liability company, as Debtor, in U.S. Bankruptcy, District of Arizona, Case No. 2:13-bk-01664 MCW to Buyer(s).
11. Return to title department for final recheck before recording.

NOTE: In connection with Arizona Revised Statutes 11-480, as of January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- a. Print must be ten-point type or larger.
- b. A margin of two inches at the top of the first page for recording and return address information and margins of one-half inch along other borders of every page.
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

DISCLOSURE NOTE: In the event any Affidavit required pursuant to A.R.S. 33-422 has been, or will be, recorded pertaining to the land, such Affidavit is not reflected in this Commitment nor will it be shown in any policy to be issued in connection with this Commitment. The statute applies only to unsubdivided land in an unincorporated area of a county.

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

**End of Requirements**



# TIMBER SKY

Concept Zoning Plan

August 12, 2016

Case #PZ-15-00115



**Administrative Data**

<b>Property/Developer:</b> Vintage Partners, LLC 2502 East Camelback Road Suite 214 Phoenix, Arizona 85016 Contact: Quinn Hunt (602) 438-9931 quinn@vmlaz.com	<b>Land Planner/Prepared by:</b> Arizona Land Design, LLC 3007 North Arroyo Grande Drive Phoenix, Arizona 85028 Contact: Christine Lyons Tarantola (480) 951-8410 clyons@azlanddesign.com
<b>Engineer:</b> Woodson Engineering & Surveying, Inc 124 North Eldon Street Flagstaff, Arizona 86001 Contact: Rick Schuller (928) 774-4636 rschuller@woodsoneng.com	<b>Zoning Address:</b> Bergin, Franks, Smalley & Oberholzer, P.L.L.C. 4455 East Camelback Road Suite A-205 Phoenix, Arizona 85018 Contact: Carolyn Oberholzer (602) 898-7860 coberholzer@phoenix.com
<b>Landscaper/Architect:</b> Norm Design 6 East Aspen, Suite 200 Flagstaff, Arizona 86001 Contact: Aaron Hawkins (907) 243-0440 ahawkins@norm-design.com	<b>Traffic Consultant:</b> CivTech, Inc. 10005 North Hayden Road, Suite 140 Scottsdale, Arizona 85260 Contact: Dawn Carter (480) 699-4250 dcarter@civtech.com
<b>Real Estate Consultant:</b> Bellmore Real Estate Consulting 2830 East Ray Road, Suite 120 Phoenix, Arizona 85044 Contact: Jim Bellmore (480) 706-1000	<b>Writing Consultant:</b> Wright Engineering 185 E. Chilton Drive Chandler, Arizona 85225 Contact: Aaron Kutchny Phone: (480) 497-5829 akutchny@wrightengineering.com

**Property Data**

<b>Development Name:</b> Timber Sky <b>Site Address:</b> 3420 West Route 66 Flagstaff, Arizona 86001 <b>Proposed Zoning Classifications:</b> R1 - Single Family Residential MR - Medium Density Residential HR - High Density Residential CS - Commercial Service POC - Public Open Space	<b>Site Area:</b> 127.28 Acres <b>Adjacent Parcel Numbers:</b> 112-01-020 112-01-021 <b>Existing Zoning Classifications:</b> Existing Single Family Residential Rural Residential - Flagstaff General - Coconino County
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**Required Open Space**

Zoning Category	Zoning Category Area (acres)	Percent of Required Open Space	Required Open Space (acres)
R1	126.24	1%	1.26
MR	34.07	1%	3.41
HR	32.98	1%	3.29
CS	10.00	100%	10.00
POC	1.00	0%	0.00
<b>Total</b>	<b>197.28</b>	<b>---</b>	<b>12.96</b>

**Required Civic Space**

Zoning Category	Zoning Category Area (acres)	Percent of Required Civic Space	Required Civic Space (acres)
R1	126.24	0%	0.00
MR	34.07	0%	0.00
HR	32.98	0%	0.00
CS	10.00	0%	0.00
POC	1.00	0%	0.00
<b>Total</b>	<b>197.28</b>	<b>---</b>	<b>0.00</b>

**Commercial Service Allowed Uses**

Use	Allowed
Construction of Limited Scope	Y
Manufacturing and Processing - processes	Y
Wholesale and Retail Selling of Goods	Y
Warehousing and Distribution	Y
Printing, Publishing	Y
Business Meetings Facilities	Y
Office & Public Schools	Y
Private Schools	Y
Trade Schools	Y
Accessory Building & Structures	Y
Accessory Dwelling Units	Y
Day Care	Y
Compositional Care Facilities	Y
Day Care Centers	Y
Home Day Care	Y
Caregiving, Multiple Family	Y
Daycare, Two Family	Y
Group Home	Y
Home Occupation	Y
Offices & Maintenance	Y
Child Care Facilities	Y
Child Care Homes	Y
Nursing Homes	Y
Live/Work	Y
Home Residential Development	Y
Residence for Owner, Operator or Manager	Y
Family Nurseries and Day Care	Y
Professional Offices	Y
Medical Use	Y
Development of Golf	Y
Bed & Breakfast Establishments	Y
Systems Services	Y
Office	Y
Public Storage Units	Y
Emergency Services	Y
Veterinary Offices	Y
Veterinary Hospitals	Y
Assisted Living Communications Facilities	Y
Collection Facility	Y
Family Day Care - All Requirements For	Y
Health, Telecommunications Facilities	Y
Accessory Child Care Centers	Y
Garages, Off-Street	Y
Freight, Transportation Facilities	Y
Community Centers	Y
Adult Care Homes - Assisted Living	Y

**Conceptual Open Space Allocations**

Description	Area (acres)
Block & Subgrouped Development/Corner Park	3.80
Community Center (Parcel 13)	2.11
Open space within collector roadway includes median and roadway areas within sight of any existing or planned driveway between the curb and sidewalk	7.20
<b>Total</b>	<b>13.11</b>

**Conceptual Civic Space Allocations**

Description	Area (acres)
Open space within Parcel 13	3.80
Open space within Parcel 14	2.95
<b>Total</b>	<b>6.75</b>

**Conceptual Open Space and Civic Space Required / Allocation**

	Required (acres)	Allocation (acres)
Open Space	12.96	13.11
Civic Space	0.00	6.75
<b>Total</b>	<b>12.96</b>	<b>19.86</b>

\*10% open space may not be required if less than 20,000 sq ft of building area provided within the Commercial Service (CS) zone.

**Site Data Chart**

Parcel	Proposed Zoning	Proposed Use / Building Type	Gross Area (acres)	Net Area (acres)	**Gross Maximum Density (dw/acre)	**Gross Maximum Density (dw/acre)	Proposed Yield (dwelling units)
1	HR	High Density Residential Condominium/Townhome	11.22	10.94	13	23	251,259
2	HR	High Density Residential Condominium/Townhome	18.14	3.49	13	23	133,223
3	MR	Medium Density Residential Single Family Attached	15.28	13.20	8	9	90,177
4	R1	Single Family Residential Single Family Detached	23.88	22.13	2	2	48,170
5	MR	Medium Density Residential Single Family Attached	18.25	17.84	8	9	138,174
6	R1	Single Family Residential Single Family Detached	13.00	13.26	2	2	28,602
7	R1	Single Family Residential Single Family Detached	28.27	18.79	2	2	41,181
8	R1	Single Family Residential Single Family Detached	23.35	21.87	2	2	41,177
9	HR	High Density Residential Condominium/Townhome	10.50	3.48	13	23	138,251
10	R1	Single Family Residential Single Family Detached	8.17	7.28	2	2	18,422
11	R1	Single Family Residential Single Family Detached	4.28	8.46	2	2	18,422
12	CS	Commercial/Service	10.00	9.55	---	---	---
13	HR	High Density Residential Condominium/Townhome	8.71	8.58	13	23	87,147
14	POC	Open Space/Compositional	2.88	2.11	---	---	---
15	POC	Open Space/Compositional	1.88	1.43	---	---	---
16	POC	Open Space/Compositional	3.74	3.45	---	---	---
<b>Total</b>			<b>197.50</b>	<b>187.88</b>	<b>8.8</b>	<b>6.8</b>	<b>810,1,258*</b>

\*Proposed overall yield is capped at a total of 1,300 dwelling units.  
 \*\*Minimum densities are based on the total gross acreage for the zoning category and not on a per parcel basis. Maximum density is based on maximum allowable density in the total gross acreage for the zoning category within the Resource Protection Overlay District (RPO) and not on a per parcel basis.  
 Maximum allowed Gross Floor Area Ratio (GAR) for Commercial Service is 2.0.

**Zoning District Site Data**

Parcel	Proposed Zoning	Proposed Use / Building Type	Gross Area (acres)	Net Area (acres)	**Gross Maximum Density (dw/acre)	**Gross Maximum Density (dw/acre)	Proposed Yield (dwelling units)
1	HR	High Density Residential Condominium/Townhome	11.22	10.94	13	23	251,259
2	HR	High Density Residential Condominium/Townhome	18.14	3.49	13	23	133,223
3	MR	Medium Density Residential Single Family Attached	15.28	13.20	8	9	138,251
4	R1	Single Family Residential Single Family Detached	23.88	22.13	2	2	48,170
5	MR	Medium Density Residential Single Family Attached	18.25	17.84	8	9	138,174
6	R1	Single Family Residential Single Family Detached	13.00	13.26	2	2	28,602
7	R1	Single Family Residential Single Family Detached	28.27	18.79	2	2	41,181
8	R1	Single Family Residential Single Family Detached	23.35	21.87	2	2	41,177
9	HR	High Density Residential Condominium/Townhome	10.50	3.48	13	23	138,251
10	R1	Single Family Residential Single Family Detached	8.17	7.28	2	2	18,422
11	R1	Single Family Residential Single Family Detached	4.28	8.46	2	2	18,422
12	CS	Commercial/Service	10.00	9.55	---	---	---
13	HR	High Density Residential Condominium/Townhome	8.71	8.58	13	23	87,147
14	POC	Open Space/Compositional	2.88	2.11	---	---	---
15	POC	Open Space/Compositional	1.88	1.43	---	---	---
16	POC	Open Space/Compositional	3.74	3.45	---	---	---
<b>Total</b>			<b>197.50</b>	<b>187.88</b>	<b>8.8</b>	<b>6.8</b>	<b>810,1,258*</b>

\*Proposed overall yield is capped at a total of 1,300 dwelling units.  
 \*\*Minimum densities are based on the total gross acreage for the zoning category and not on a per parcel basis. Maximum density is based on maximum allowable density in the total gross acreage for the zoning category within the Resource Protection Overlay District (RPO) and not on a per parcel basis.  
 Maximum allowed Gross Floor Area Ratio (GAR) for Commercial Service is 2.0.

**Residential Zones Allowed Uses**

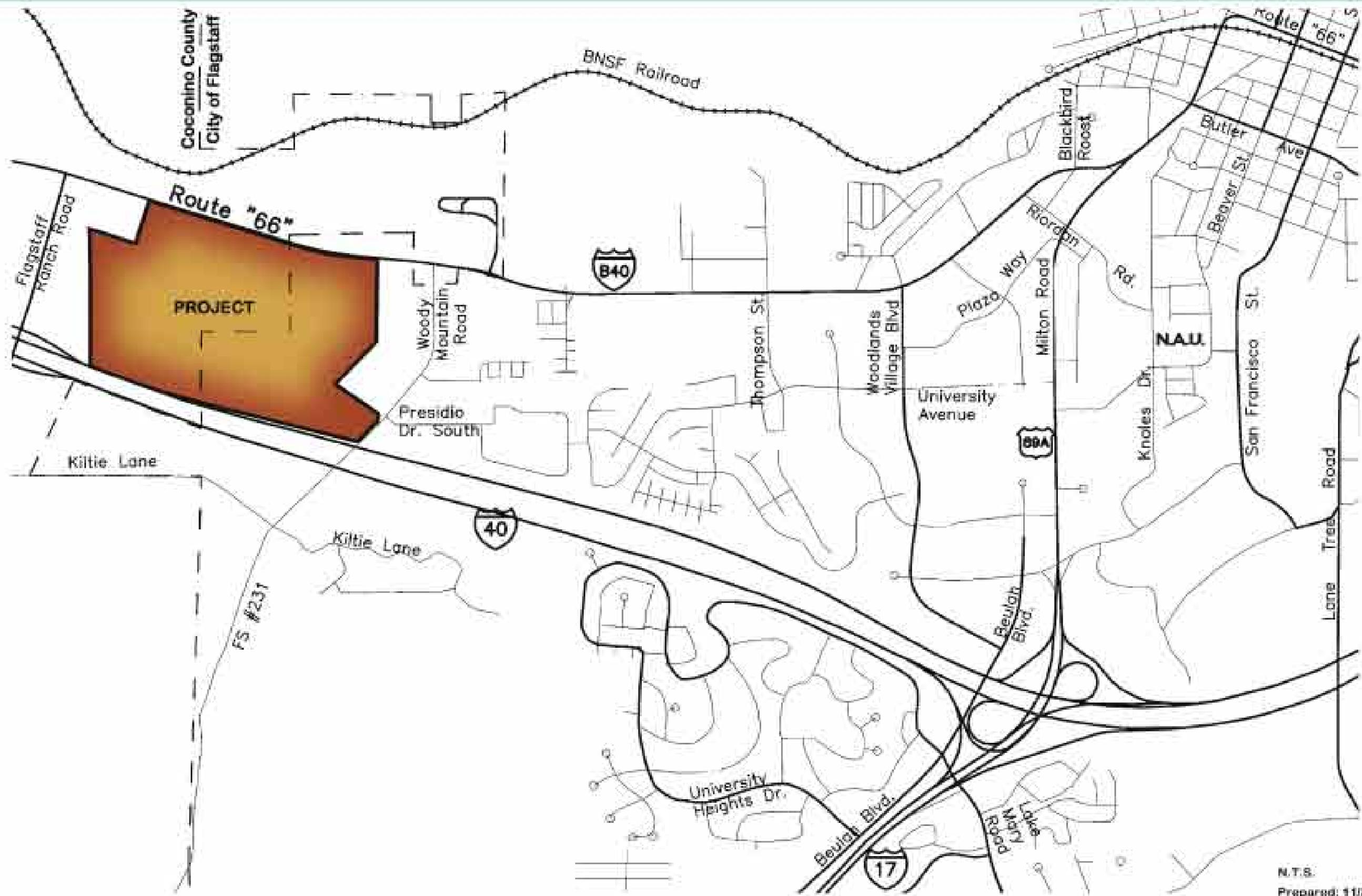
Use	R1	MR	HR
Neighborhood Meeting Facilities	Y	Y	Y
Child Care Facilities (All)	Y	Y	Y
Child & Public Schools	Y	Y	Y
Private Schools	Y	Y	Y
Accessory Building & Structures	Y	Y	Y
Accessory Dwelling Units	Y	Y	Y
Compositional Care Facilities	Y	Y	Y
Day Care Centers	Y	Y	Y
Home Day Care	Y	Y	Y
Caregiving, Multiple Family	Y	Y	Y
Daycare, Two Family	Y	Y	Y
Group Home	Y	Y	Y
Home Occupation	Y	Y	Y
Offices & Maintenance	Y	Y	Y
Child Care Facilities	Y	Y	Y
Child Care Homes	Y	Y	Y
Nursing Homes	Y	Y	Y
Live/Work	Y	Y	Y
Home Residential Development	Y	Y	Y
Residence for Owner, Operator or Manager	Y	Y	Y
Family Nurseries and Day Care	Y	Y	Y
Professional Offices	Y	Y	Y
Medical Use	Y	Y	Y
Development of Golf	Y	Y	Y
Bed & Breakfast Establishments	Y	Y	Y
Systems Services	Y	Y	Y
Office	Y	Y	Y
Public Storage Units	Y	Y	Y
Emergency Services	Y	Y	Y
Veterinary Offices	Y	Y	Y
Veterinary Hospitals	Y	Y	Y
Assisted Living Communications Facilities	Y	Y	Y
Collection Facility	Y	Y	Y
Family Day Care - All Requirements For	Y	Y	Y
Health, Telecommunications Facilities	Y	Y	Y
Accessory Child Care Centers	Y	Y	Y
Garages, Off-Street	Y	Y	Y
Freight, Transportation Facilities	Y	Y	Y
Community Centers	Y	Y	Y
Adult Care Homes - Assisted Living	Y	Y	Y

**Public Open Space Allowed Uses**

Use	Allowed
Open Space	Y
Parks and Recreation Facilities - Parks	Y

Y = Permitted  
 Y\* = Conditional Use Permit Required  
 N = Not Permitted  
 N/A = Conditional Use Permit Required  
 CS = Commercial Service  
 HR = High Density Residential  
 MR = Medium Density Residential  
 R1 = Single Family Residential  
 POC = Public Open Space  
 HR = High Density Residential  
 MR = Medium Density Residential  
 R1 = Single Family Residential  
 POC = Public Open Space





Cocconino County  
City of Flagstaff

Route "66"

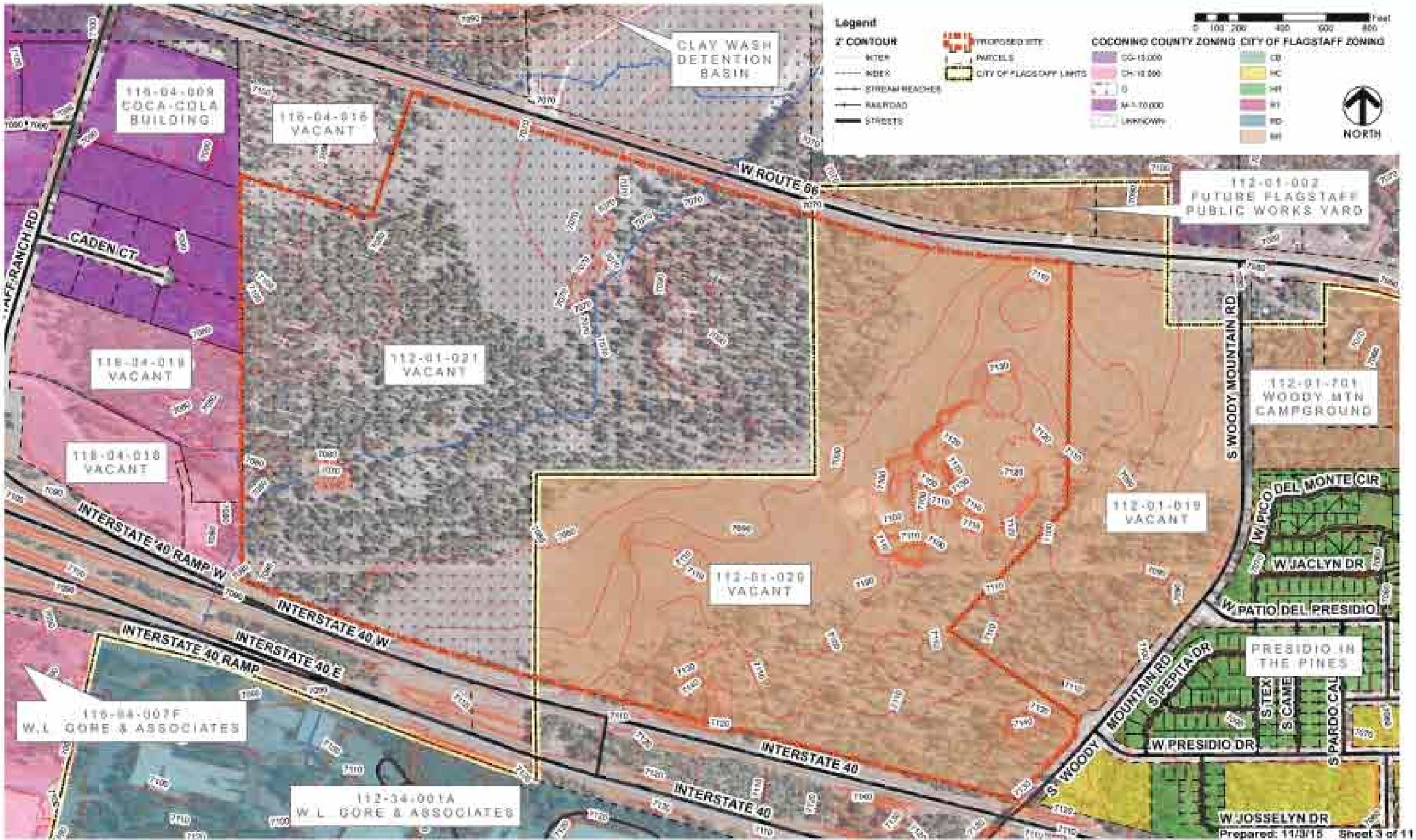
PROJECT



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Revised: 6/23/16  
Revised: 8/12/16



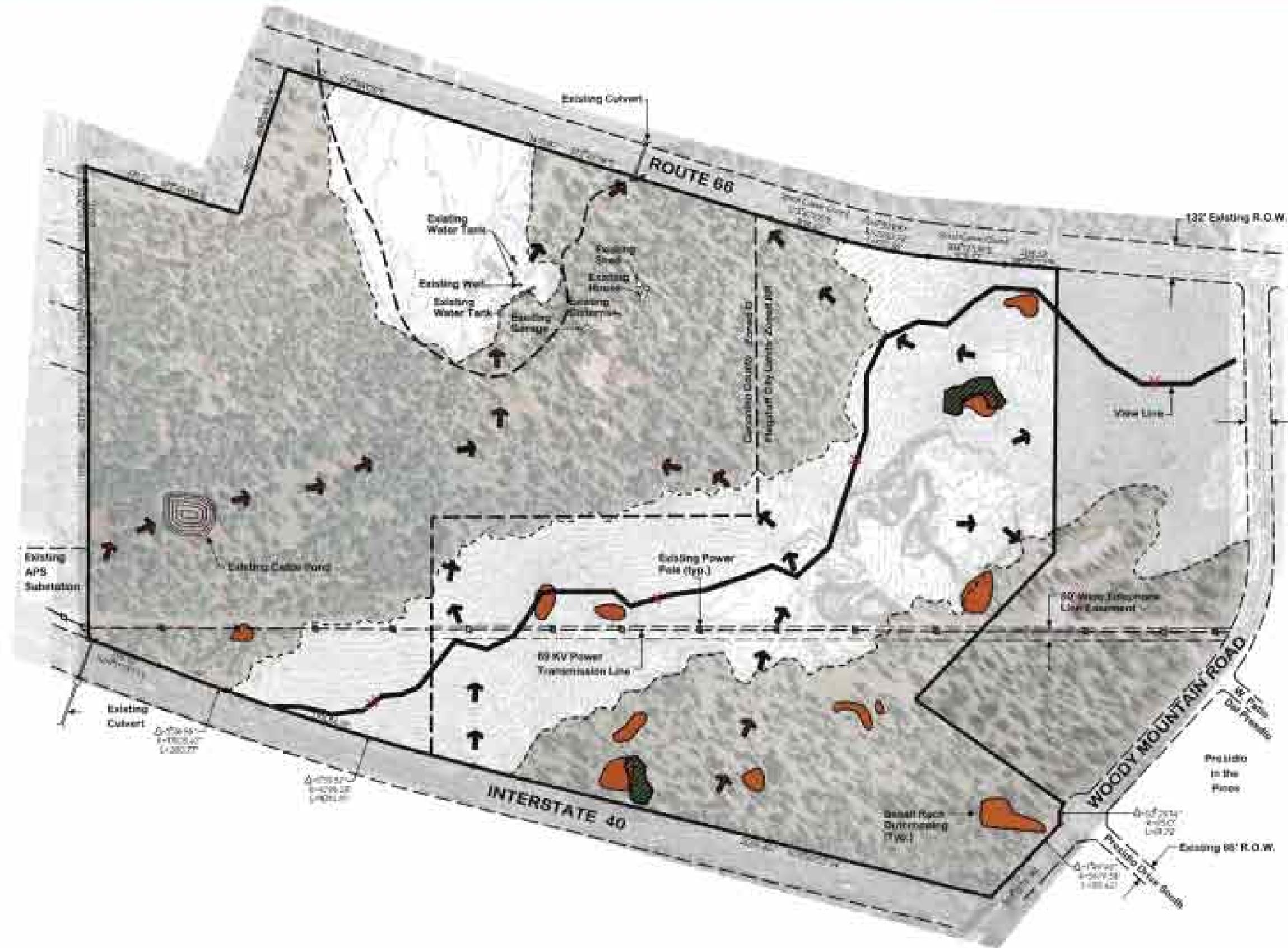
NORTH  
Sheet 2 of 11



115-04-007F  
W.L. GORE & ASSOCIATES

112-34-001A  
W.L. GORE & ASSOCIATES

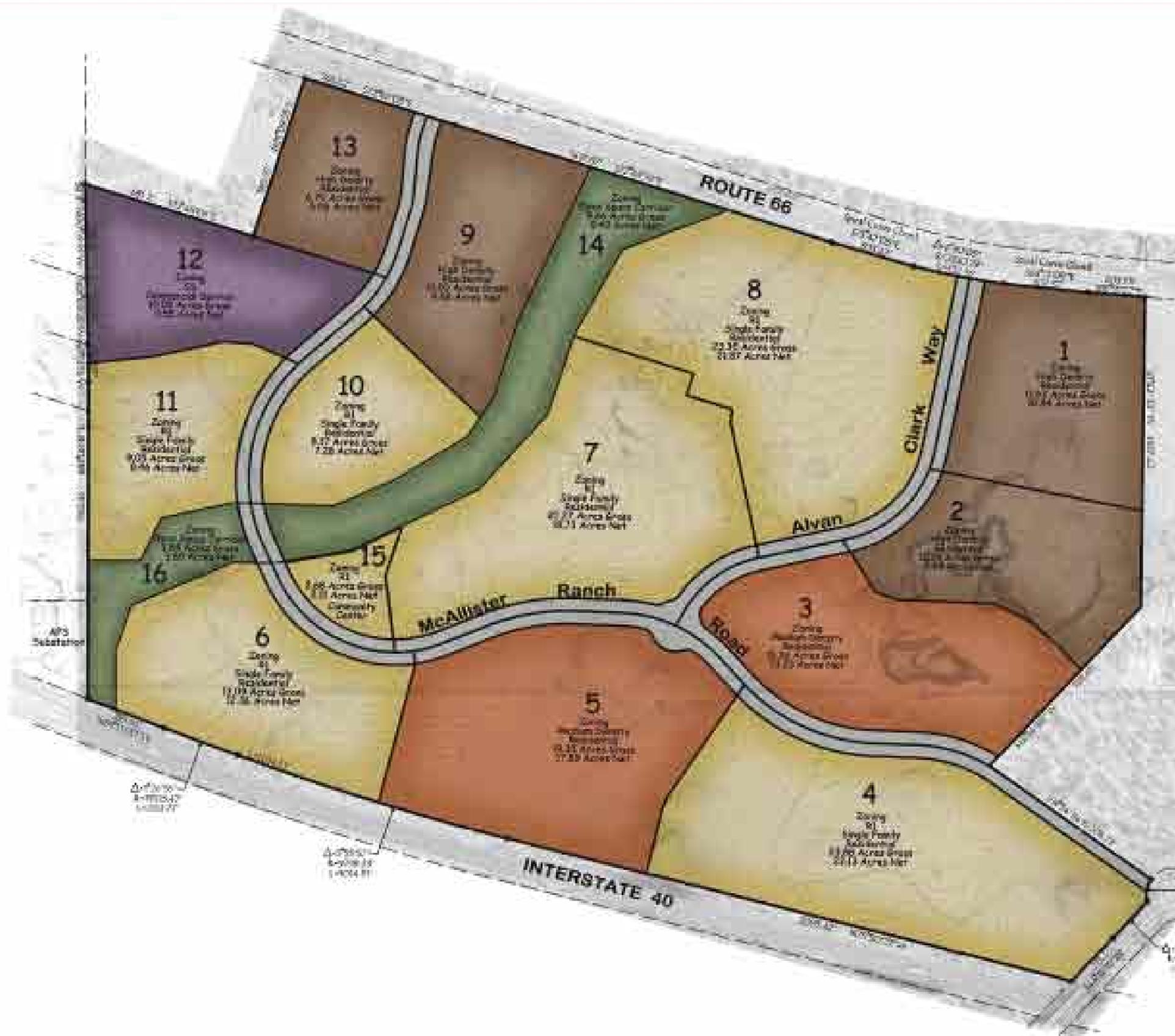
Prepared: 11/3/15 Sheet 3 of 11  
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 Revised: 3/10/16  
 Revised: 8/23/16  
 Revised: 8/12/16



- LEGEND**
- Slope Resource Area Greater than 17%
  - Topography
  - Forest Resource Area
  - Drainage Flow Arrows
  - Existing Culvert
  - Basalt Rock Outcropping
  - View Line



Prepared: 11/3/15 Sheet 4 of 11  
 Revised: 12/7/15  
 Revised: 3/10/16  
 Revised: 6/23/16  
 Revised: 8/12/16



### Site Data Chart

Parcel	Proposed Zoning	Proposed Use / Building Type	Gross Area (acres)	Net Area (acres)	**Gross Minimum Density (dw/acre)	**Gross Maximum Density (dw/acre)	Proposed Yield (dwelling units)
1	HR	High Density Residential Condominium/Townhome	11.82	10.84	13	22	131-258
2	HR	High Density Residential Condominium/Townhome	10.14	9.68	13	22	132-223
3	MR	Medium Density Residential Single Family Attached	18.28	13.20	8	9	92-137
4	R1	Single Family Residential Single Family Detached	23.88	22.13	2	5	48-116
5	MR	Medium Density Residential Single Family Attached	19.35	17.98	8	9	138-174
6	R1	Single Family Residential Single Family Detached	13.08	12.36	2	5	30-60
7	R1	Single Family Residential Single Family Detached	20.27	18.73	2	5	41-101
8	R1	Single Family Residential Single Family Detached	13.35	11.87	2	5	47-113
9	HR	High Density Residential Condominium/Townhome	10.50	9.88	13	22	136-231
10	R1	Single Family Residential Single Family Detached	8.17	7.28	2	5	36-41
11	R1	Single Family Residential Single Family Detached	9.05	8.48	2	5	38-45
12	CS	Commercial Service	10.00	9.58	—	—	—
13	HR	High Density Residential Condominium/Townhome	6.70	6.08	13	22	87-147
14	R1	Community Center	2.68	2.11	—	—	—
Subtotal			184.08	169.85	4.9	9.0	810-1,850*
POS			9.88	9.43	—	—	—
POS			3.84	3.60	—	—	—
Subtotal			13.50	13.03	—	—	—
Total			187.28	182.88	4.8	8.4	810-1,850*

Notes:  
 \*Proposed overall yield is capped at a total of 1,850 dwelling units.  
 \*\*Minimum densities are based on the total gross acreage for the zoning category and not on a per parcel basis. Maximum density is based on maximum allowable density in the total gross acreage for the zoning category within the Resource Protection Overlay District (RPO) and not on a per parcel basis.  
 †Maximum allowed Gross Floor Area Ratio (GFAR) for Commercial Service is 2.0.

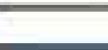
### LEGEND

- High Density Residential (HR)
- Medium Density Residential (MR)
- Single Family Residential (R1)
- Commercial Service (CS)
- Public Open Space (POS)
- Collector Roadway
- Contours

Scale 1" = 400'  
 Prepared: 11/3/15 Sheet 5 of 11  
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 Revised: 3/10/16  
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 Revised: 8/12/16



**LEGEND**

-  Entry Monumentation - See Enlargements
-  Public Amenities - See Enlargements
-  Civic Open Space
-  General Open Space
-  6' Detached Concrete Walk
-  5' Detached Concrete Walk
-  Internal Pedestrian Connection
-  FUTS Loop Trail - Unpaved (to Meandering)
-  Proposed FUTS Trail - Paved (10')
-  FUTS Trail - By Others
-  Internal Vehicular and Pedestrian Connection\*
-  Possible Pedestrian Connection

\* Internal connectivity will be addressed at time of subdivision platting or Site Plan as applicable. Internal vehicular and pedestrian connectivity illustrated on plan is conceptual only.

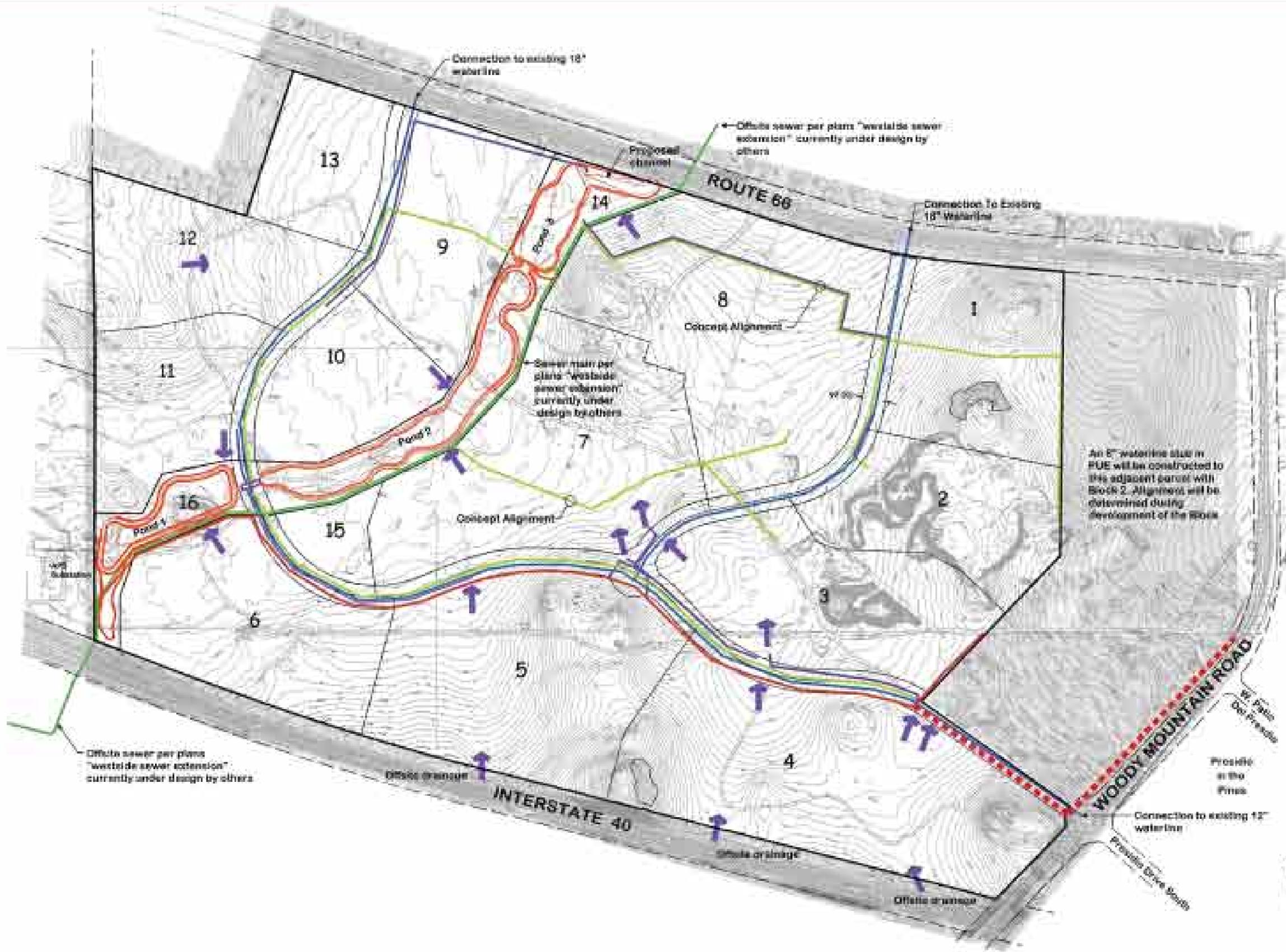


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 Revised: 8/23/16  
 Revised: 8/12/16

**Conceptual Open Space and Civic Space Required / Allocation**

	Required (acres)	Conceptual Allocation (acres)
Open Space	12.53	14.73
Civic Space	6.88	11.34
<b>Total</b>	<b>19.41</b>	<b>26.07</b>

\*15% open space may not be required if less than 20,000 sf of building area provided within the Commercial Service (CS) zone.

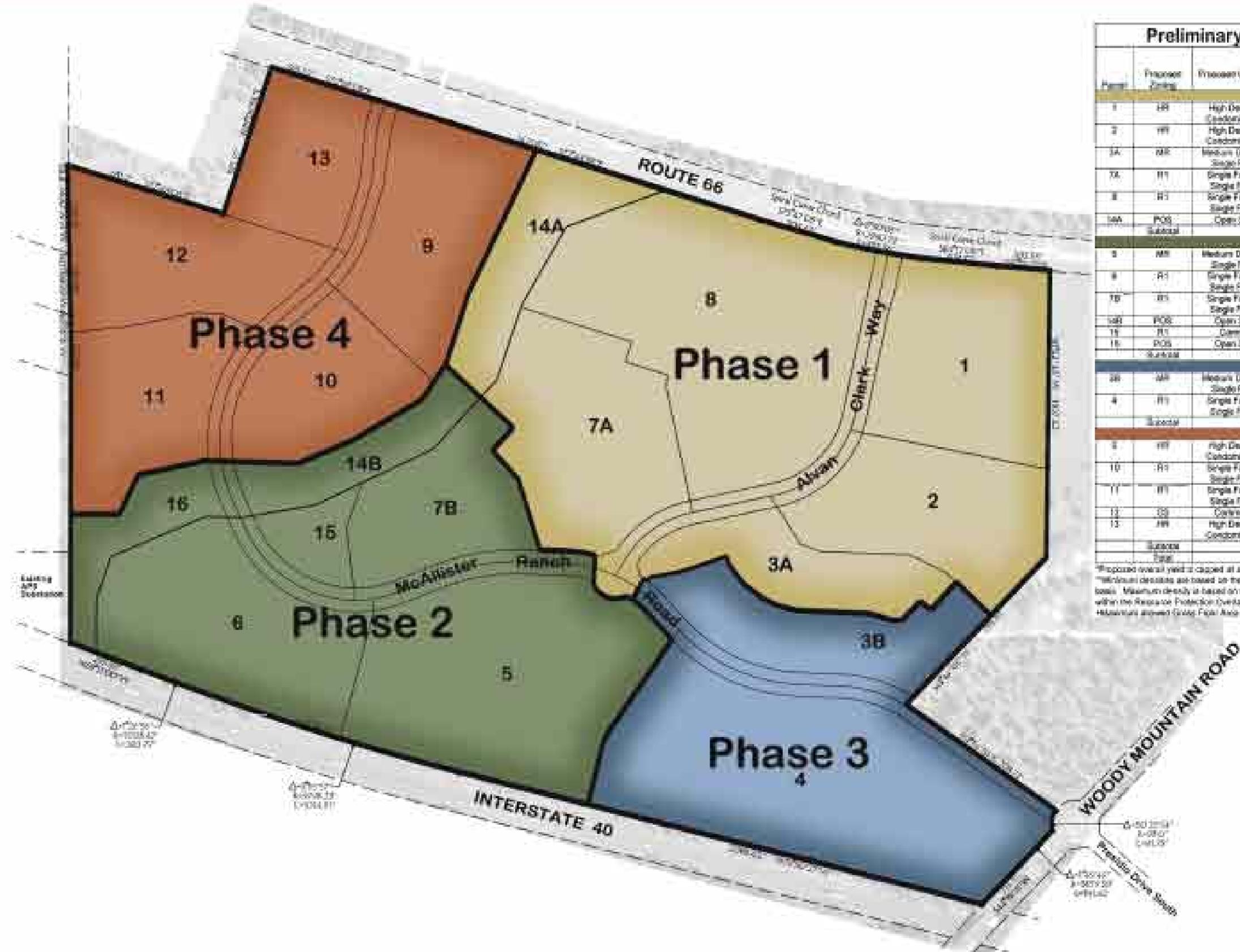


**LEGEND**

- Concept Sewer Main
- Proposed Sewer (by others)
- Concept Water Main
- Proposed Electric - APS
- Proposed Storm Drain
- ➔ Drainage Flow Arrows
- Proposed Detention Basin
- - - - Alternative alignment for APS



Scale 1" = 400'  
 Prepared: 11/3/15  
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 Revised: 8/12/16



Preliminary Development Phasing Site Data							
Phase	Proposed Zoning	Proposed Use/Building Type	Gross Area (Acres)	Net Area (Acres)	Total Maximum Density (Units/Acre)	Gross Maximum Density (Units/Acre)	Proposed Yield (Units)
<b>Phase 1</b>							
1	HR	High Density Residential Condominium/Townhome	11.82	11.84	13	20	151,204
2	HR	High Density Residential Condominium/Townhome	11.14	9.62	13	20	122,272
3A	HR	Medium Density Residential Single Family Attached	6.64	6.02	6	8	41,520
7A	RI	Single Family Residential Single Family Detached	12.41	11.87	2	5	59,411
8	RI	Single Family Residential Single Family Detached	22.32	21.37	2	5	107,107
14A	POB Sublot	Open Space Corridor	2.42	2.42	—	—	—
			42.95	62.87	27	33	348,714
9	MR	Medium Density Residential Single Family Attached	18.22	17.89	6	8	115,174
8	RI	Single Family Residential Single Family Detached	13.99	12.39	2	5	64,481
7B	RI	Single Family Residential Single Family Detached	6.09	5.62	2	5	18,401
14B	POB	Open Space Corridor	3.94	3.94	—	—	—
11	RI	Community Center	2.88	2.71	—	—	—
16	POB	Open Space Corridor	3.94	3.94	—	—	—
	<b>Subtotal</b>		67.99	61.91	11	16	742,211
10	HR	Medium Density Residential Single Family Attached	6.42	5.75	6	8	51,720
4	RI	Single Family Residential Single Family Detached	21.85	22.32	2	5	48,116
	<b>Subtotal</b>		28.27	28.07	8	13	100,836
9	HR	High Density Residential Condominium/Townhome	11.10	9.62	13	20	138,222
10	RI	Single Family Residential Single Family Detached	8.11	7.28	2	5	16,411
11	RI	Single Family Residential Single Family Detached	6.02	5.46	2	5	18,401
12	SR	Community Center	11.32	9.62	—	—	—
13	HR	High Density Residential Condominium/Townhome	6.10	6.02	13	20	87,147
	<b>Subtotal</b>		42.65	41.02	27	30	300,181
	<b>Total</b>		107.58	102.58	47	64	1,151,052

Proposed overall yield is capped at a total of 1,000 dwelling units.  
 Minimum densities are based on the total gross acreage for the zoning category and not on a per parcel basis. Maximum density is based on maximum allowable density in the total gross acreage for the zoning category with the Resource Protection Overlay (RPO) and not on a per parcel basis.  
 Maximum allowed Gross Floor Area Ratio (GAR) for Commercial Service is 2.0.



Prepared: 11/3/15  
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 Revised: 6/23/16  
 Revised: 8/12/16

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CONDOMINIUM



CONDOMINIUM



TOWNHOME



TOWNHOME



TOWNHOME

HIGH DENSITY RESIDENTIAL



SINGLE FAMILY ATTACHED



SINGLE FAMILY ATTACHED



MEDIUM DENSITY RESIDENTIAL



SINGLE FAMILY DETACHED



SINGLE FAMILY DETACHED



SINGLE FAMILY DETACHED

SINGLE FAMILY RESIDENTIAL

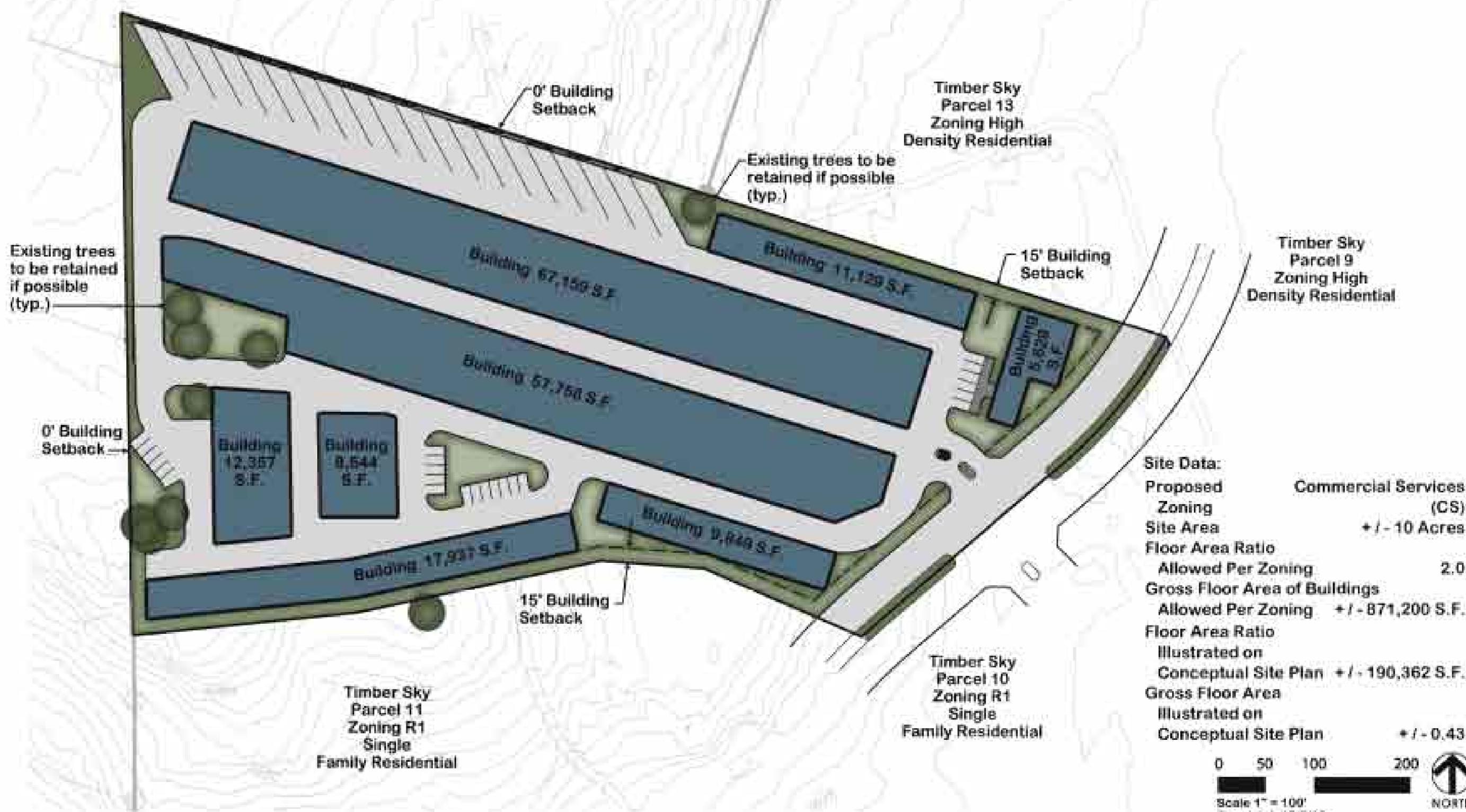
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Revised: 8/12/16

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Prepared: 12/7/15  
Revised: 3/10/16  
Revised: 6/23/16  
Revised: 8/12/16

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**Site Data:**

Proposed Zoning	Commercial Services (CS)
Site Area	+/- 10 Acres
Floor Area Ratio Allowed Per Zoning	2.0
Gross Floor Area of Buildings Allowed Per Zoning	+/- 871,200 S.F.
Floor Area Ratio Illustrated on Conceptual Site Plan	+/- 190,362 S.F.
Gross Floor Area Illustrated on Conceptual Site Plan	+/- 0.43

0 50 100 200

Scale 1" = 100'

Prepared: 12/7/15  
 Revised: 3/10/16  
 Revised: 8/23/18  
 Revised: 8/12/18

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NORTH

# NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that the Flagstaff Planning and Zoning Commission will hold public hearings on Wednesday, September 28, 2016 and October 12, 2016 at 4:00 p.m. and the City Council will hold a Public Hearing on Tuesday, November 1, 2016, at 6:00 p.m. to consider the following:

## A. Explanation of Matters to be Considered:

1. A proposed Concept Zoning Map Amendment to rezone property from RR, Rural Residential to R1, Single-family Residential (100.48 acres), MR, Medium Density Residential Zone (34.60 acres), HR, High Density Residential Zone (38.97 acres), POS, Public Open Space Zone (13.51 acres) and CS, Commercial Service Zone (10.02 acres), for the area described in Part B below.

## B. General Description of the Affected Area:

Approximately 197.58 acres located at 3425 W Route 66, Coconino County Assessor's Parcel Numbers 112-01-020 and 112-01-021, located in the west half of Section 19, T21N, R7E, of the G&SRM, City of Flagstaff, Coconino County, Arizona, as shown on the adjacent map.

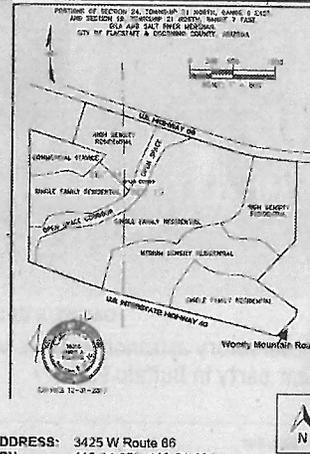
The Council hearing for these items may be continued if the Planning and Zoning Commission has not given a recommendation.

Interested parties may file comments in writing regarding the proposed annexation and rezoning or may appear and be heard at the hearing date set forth above. Maps and information regarding the proposed annexation and rezoning are available at the City of Flagstaff, Planning and Development Services Division, 211 West Aspen Avenue.

Unless otherwise posted, all meetings are held in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.

## PROPOSED CONCEPT ZONING MAP AMENDMENT

From RR, Rural Residential Zone to Single-family Residential (R1) Zone, Medium Density Residential (MR) Zone, High Density Residential (HR) Zone, Public Open Space (POS) Zone and Commercial Services (CS) Zone



For further information, please contact:

**Tiffany Antol**  
Planning Development Manager  
Planning & Development Services Div.  
211 West Aspen Avenue  
Flagstaff, Arizona 86001

**928-213-2608**  
Email: [tantol@flagstaffaz.gov](mailto:tantol@flagstaffaz.gov)  
Publish: September 9, 2016



## **Flagstaff Regional Plan 2030 Applicable Goals & Policies**

### **Environmental Planning & Conservation (Air Quality, Climate Change and Adaptation, Dark Skies, Ecosystem Health, Environmentally Sensitive Lands, Natural Quiet, Soils, and Wildlife)**

- *Policy E&C.2.1. Encourage the reduction of all energy consumption, especially fossil-fuel generated energy, in public, commercial, industrial, and residential sectors.*
- *Policy E&C.3.2. Invest in forest health and watershed protection measures.*
- *Policy E&C.5.1. Evaluate the impacts of the retention of dark skies regarding lighting infrastructure and regulatory changes, land use decisions or changes, and proposed transportation developments within the region.*
- *Policy E&C.5.4. Encourage uses within Lighting Zone 1 of the lighting codes of the City and County that do not require outdoor lighting, and discourage those which require all-night lighting.*
- *Goal E&C.6. Protect, restore, and improve ecosystem health and maintain native plant and animal community diversity across all land ownerships in the Flagstaff region.*
- *Policy E&C.9.2. Construction projects employ strategies to minimize disturbed area, soil compaction, soil erosion, and destruction of vegetation.*
- *Goal E&C.10. Protect indigenous wildlife populations, localized and larger-scale wildlife habitats, ecosystem processes, and wildlife movement areas throughout the planning area.*

### **Open Space**

- *Policy OS.1.2. While observing private property rights, preserve natural resources and priority open lands, under the general guidance of the Flagstaff Area Open Space and Greenways Plan and the Natural Environment maps.*
- *Policy OS.1.3. Use open space as natural environment buffer zones to protect scenic views and cultural resources, separate disparate uses, and separate private development from public lands, scenic byways, and wildlife habitats.*
- *Policy OS.1.4. Use open spaces as opportunities for non-motorized connectivity, to interact with nature, and to enjoy the views and quiet.*
- *Policy OS.1.5. Integrate open space qualities into the built environment.*

### **Water Resources (Water Sources, Water Demand, Stormwater and Watershed Management and Water Quality)**

- *Goal WR.4. Logically enhance and extend the City's public water, wastewater, and reclaimed water services including their treatment, distribution, and collection systems in both urbanized and newly developed areas of the City to provide an efficient delivery of services.*
- *Policy WR.4.3 Development requiring public utility services will be located within the Urban Growth Boundary.*
- *Goal WR.5. Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.*
- *Goal WR.6. Protect, preserve, and improve the quality of surface water, groundwater, and reclaimed water in the region.*
- *Policy WR.6.4. Encourage low-impact development practices.*

### **Community Character (Scenic Resources and Natural Setting, Heritage Preservation, Community Design, and Arts, Sciences and Education)**

- *Goal CC.1. Reflect and respect the region's natural setting and dramatic views in the built environment.*
- *Policy CC.1.1. Preserve the natural character of the region through planning and design to maintain view of significant landmarks, sloping landforms, rock outcroppings, watercourses, floodplains, and meadows, and conserve stands of ponderosa pine.*
- *Policy CC.1.3. Design development patterns to maintain the open character of rural areas, protect open lands, and protect and maintain sensitive environmental areas like mountains, canyons, and forested settings.*
- *Policy CC.1.4. Identify, protect, and enhance gateways, gateway corridors, and gateway communities.*
- *Policy CC.2.3. Mitigate development impacts on heritage resources.*
- *Goal CC.4. Design and develop all projects to be contextually sensitive, to enhance a positive image and identity for the region.*
- *Policy CC.4.1. Design Streetscapes to be context sensitive and transportation systems to reflect the desired land use while balancing the needs of all modes for traffic safety and construction and maintenance costs.*
- *Policy CC.4.9 Develop appropriate tools to facilitate the undergrounding of existing overhead utility lines, especially in established viewsheds and in reinvestment areas.*

**Growth Areas & Land Use (Reinvestment, Greenfield, Urban Area, Suburban Area, Rural Area, Employment Area, Special Planning Area and Activity Centers)**

- *Goal LU.2. Develop Flagstaff's Greenfields in accordance with the Regional Plan and within the growth boundary.*
- *Policy LU.2.1 Design new neighborhoods that embody the characteristics of Flagstaff's favorite neighborhoods – that is, with a mix of uses, a variety of housing types and densities, public spaces, and greater connectivity with multimodal transportation options.*
- *Policy LU.2.2. Design new development to coordinate with existing and future development, in an effort to preserve viewsheds, strengthen connectivity, and establish compatible and mutually supportive land uses.*
- *Policy LU.2.3. New development should protect cultural and natural resources and established wildlife corridors, where appropriate.*
- *Policy LU.2.4. Utilize Low Impact Development (LID) strategies and stormwater best practices as part of the overall design for new development.*
- *Policy LU.3.1. Within the urban, suburban, and rural context, use neighborhoods, activity centers, corridors, public spaces, and connectivity as the structural framework for development.*
- *Goal LU.4. Balance housing and employment land uses with the preservation and protection of our unique natural and cultural setting.*
- *Policy LU.4.2. Utilize the following as guidance in the development process: Natural Environment maps, Environmental Planning and Conservation policies, Considerations for Development, Cultural Sensitivity, and Historical Preservation maps and Community Character policies, while respecting private property rights.*
- ***Goal LU.5. Encourage compact development principles to achieve efficiencies and open space preservation.***
- *Policy LU.5.1. Encourage development patterns within the designated growth boundaries to sustain efficient infrastructure projects and maintenance.*
- ***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.***

- *Policy LU.5.3.Promote compact development appropriate to and within the context of each area type: urban, suburban, and rural.*
- *Policy LU..5.Encourage the distribution of density within neighborhoods in relationship to associated activity centers and corridors, infrastructure, transportation, and natural constraints such as slopes and drainages.*
- *Policy LU.6.4 Provide appropriate recreational and cultural amenities to meet the needs of residents.*
- *Policy LU.7.2.Require unincorporated properties to be annexed prior to the provision of City services, or that a pre-annexation agreement is executed when deemed appropriate.*
- *Goal LU.13.Increase the variety of housing options and expand opportunities for employment and neighborhood shopping within all suburban neighborhoods.*
- *Policy LU.13.1.Prioritize connectivity for walking, biking, and driving within and between surrounding neighborhoods.*
- *Policy LU.13.2.Consider public transit connections in suburban development.*
- *Policy LU.13.4.Plan suburban development to include a variety of housing options.*
- *Policy LU.13.9.Use open space and FUTS trail to provide walking and biking links from residential uses to employment, shopping, schools, parks, and neighborhoods.*
- *Policy LU.18.4.Encourage developers to provide activity centers and corridors with housing of various types and price points, especially attached and multi-family housing.*
- *Policy LU.18.8.Increase residential densities, live-work units, and home occupations within the activity cents' pedestrian shed.*
- *Policy LU.18.10.Corridors should increase their variety and intensity of uses as they approach activity centers.*

**Transportation (Mobility and Access, Safe and Efficient Multimodal Transportation, Environmental Considerations, Quality Design, Pedestrian Infrastructure, Bicycle Infrastructure, Transit, Automobile, Passenger Rail and Rail Freight, Air Travel, and Public Support for Transportation)**

- *Goal T.1.Improve mobility and access throughout the region.*
- *Policy T.1.2.Apply Complete Street Guidelines to accommodate all appropriate modes of travel in transportation improvement projects.*
- *Policy T.1.2.Transportation systems are consistent with the place type and needs of people.*
- *Policy T.2.1.Design infrastructure to provide safe and efficient movement of vehicles, bicycles, and pedestrians.*
- *Policy T.3.2.Promote transportation systems that reduce the use of fossil fuels and eventually replace with carbon neutral alternatives.*
- *Policy T.4.2.Design all gateway corridors, streets, roads, and highways to safely and attractively accommodate all transportation uses with contextual landscaping an appropriate architectural features.*
- *Policy T.6.2.Establish and maintain a comprehensive, consistent, and highly connected system of bikeways and FUTS trails.*
- *T.8.4. Protect rights-of-way for future transportation corridors.*

**Cost of Development**

- *Policy CD.1.5.Require that new development pay for a fair and rough proportional share of public facilities, services, and infrastructure.*

### **Neighborhoods, Housing, and Urban Conservation**

- *Policy NH.1.3. Interconnect existing and new neighborhoods through patterns of development with complete streets, sidewalks, and trails.*
- *Policy NH.1.6. New development, especially on the periphery, will contribute to completing neighborhoods, including interconnecting with other neighborhoods; providing parks, civic spaces, and a variety of housing types; and protecting sensitive natural and cultural features.*
- *Policy NH.3.5. Encourage and incentivize affordable housing.*

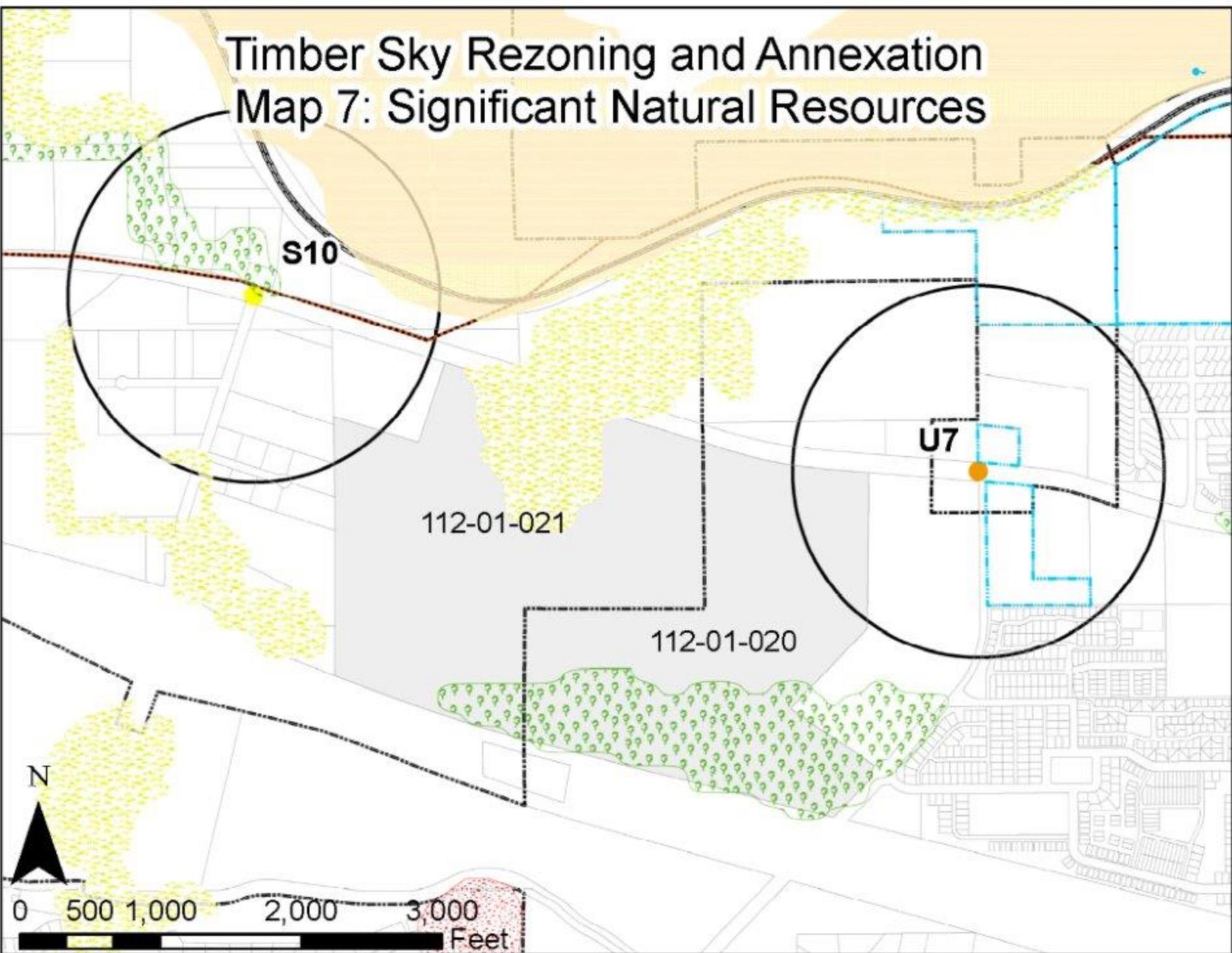
### **Economic Development (Responsive Government, Education and Workforce Training, Business Retention, Expansion and Entrepreneurship, Business Attraction, Tourism, Community Character and Redevelopment and Infill)**

- *Policy ED 7.4. Invest in attractive community gateways, main corridors, and public spaces to draw the business and workforce the region desires.*

### **Recreation**

- *Goal REC.1. Maintain and grow the region's healthy system of convenient and accessible parks, recreation facilities, and trails.*
- *Policy REC.1.1. Integrate active and passive recreation sites within walking distance throughout the region to promote a healthy community for all City and County residents and visitors.*
- *Policy REC.1.2. Promote public and private partnership to offer parks, recreation facilities, and resources.*

# Timber Sky Rezoning and Annexation Map 7: Significant Natural Resources



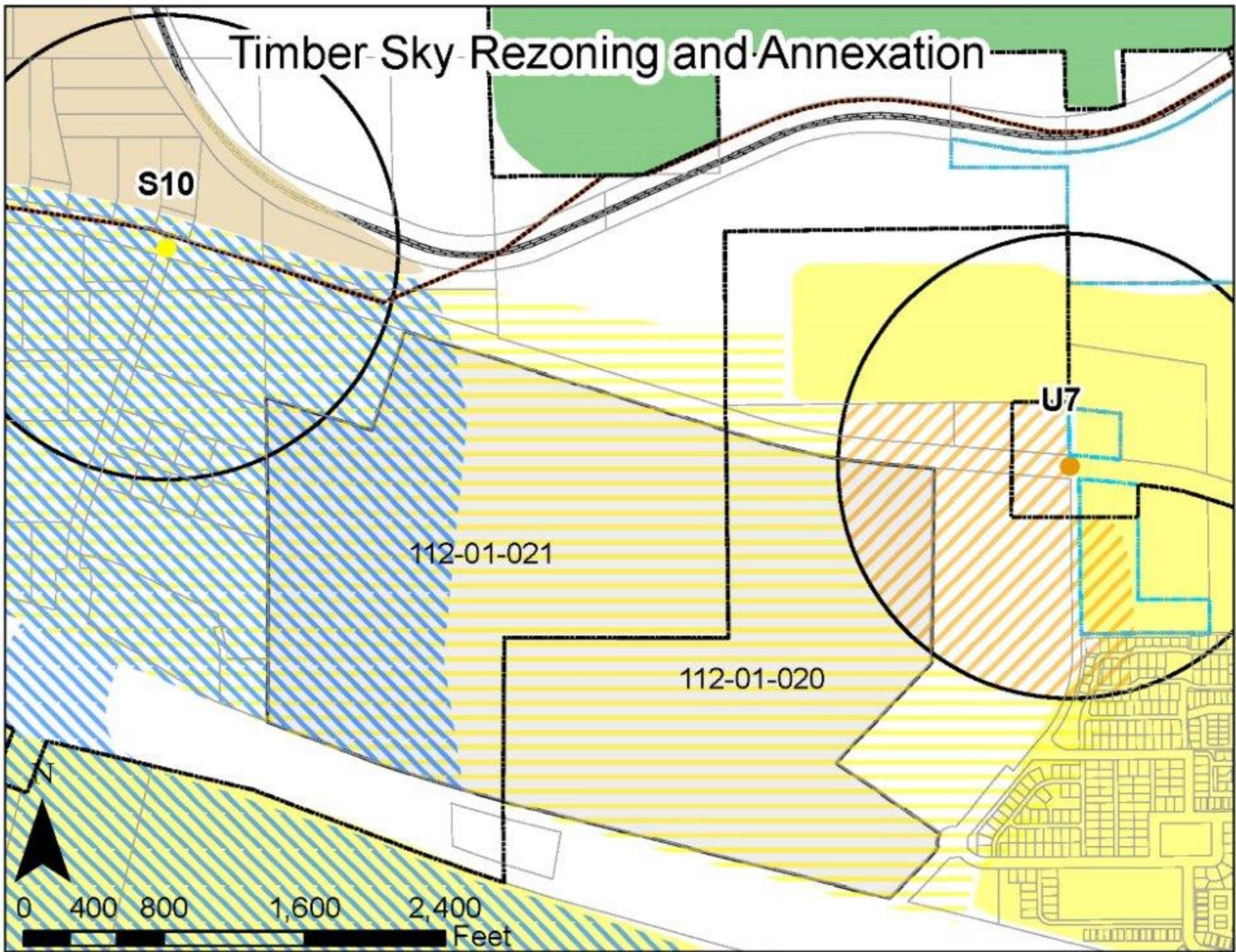
# Timber Sky Rezoning and Annexation

S10

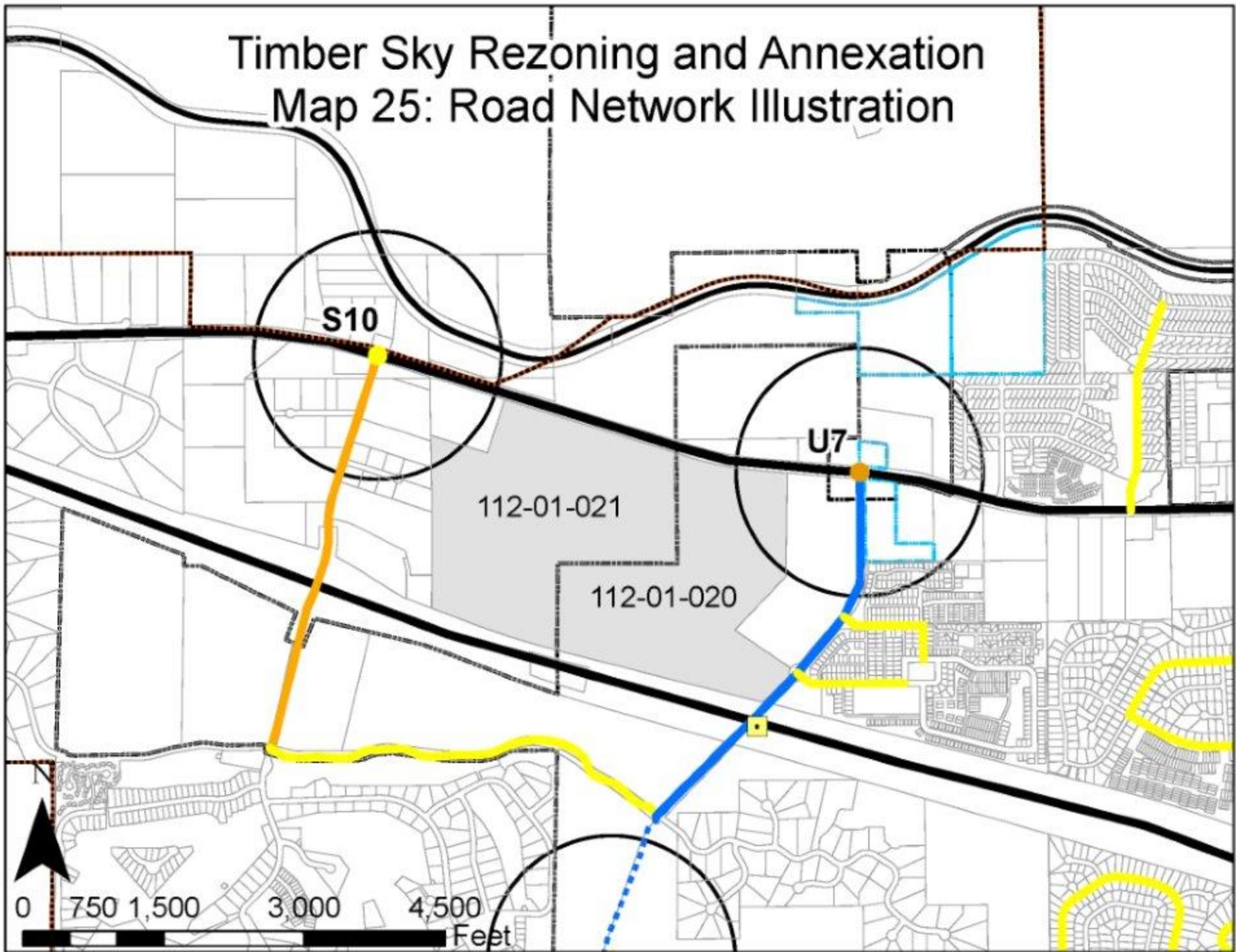
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# Timber Sky Rezoning and Annexation Map 25: Road Network Illustration





# TIMBER SKY

Citizen Participation Report

September 20, 2016



VINTAGE  
PARTNERS

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**Timber Sky**  
**CITIZEN PARTICIPATION REPORT**  
**September 20, 2016**

This report outlines the results of the Citizen Participation Plan which was implemented in conjunction with the application for Annexation, Rezoning and Conceptual Plat for Timber Sky, a 197-acre master planned community generally located near the southwest corner of U.S. Highway 66 and Woody Mountain Road. The Citizen Participation Plan was implemented to open the lines of communication with the residents in the surrounding area of the project and to facilitate the meaningful inclusion of all interested parties in the development of this rezoning and conceptual plat proposal.

**Techniques the development team used to involve the public**

On November 23, 2015, the development team sent letters by first class mail to property owners, Home Owner Associations, citizens, jurisdictions, and public agencies within a 1,000 foot area around the boundaries of the subject property. Lists of the property owners and other affected parties are included as Exhibit A. A map of the neighborhood notification boundary is included as Exhibit B.

The notification letter included the following information:

1. The location, date, and time of the neighborhood meetings;
2. The Applicant's name and contact information;
3. The address of the subject property;
4. A brief summary of the application.

A copy of the notification letter is included as Exhibit C.

Additionally, a notification sign was posted on the property on November 24, 2015. This sign is four feet by four feet and installed on Woody Mountain Road. The sign was clearly visible from the public right-of-way and to adjacent residents. Information on the sign included the purpose, dates, locations, and times of the neighborhood meetings as well as an information tube containing copies of the meeting notice. A picture of the sign posted on the property is included as Exhibit D.

**Neighborhood Meetings**

The development team held two evening, open-house style neighborhood meetings. The first meeting was Tuesday, December 8, 2015, between 6:00pm and 8:00pm, at the Kilted Cat (Thornager's), 2640 West Kiltie Lane, Flagstaff. The second neighborhood meeting was held Monday, January 11, 2016, also between 6:00pm and 8:00pm, at the Doubletree by Hilton Hotel, 1175 West Route 66, Flagstaff.

Originally, a second neighborhood meeting was scheduled for December 14, 2015; however, it was cancelled due to inclement weather and rescheduled for January 11, 2016. On December 30, 2015, notifications for the rescheduled meeting were sent out to the same property owners and interested parties as the original mailing and the notification sign on the property was updated. A copy of the notification letter sent out regarding the rescheduled neighborhood meeting is included as Exhibit E and a photo of the updated sign is included as Exhibit F.

### Summary of December 8, 2015 Neighborhood Meeting

This meeting was held at the Kilted Cat and was set up in an open-house style with large boards displaying the plans set up on easels for the community to view. Members of the development team were available to explain and discuss the project, as well as answer any questions and address any concerns. Members of the development team present included: Walter Crutchfield and John Scholl (Vintage Partners), Carolyn Oberholtzer (BFSO Law), Rick Schuller (Woodson Engineering), and Aaron Hayne and Doug Craig (Norris Design). The meeting began promptly at 6:00pm, as scheduled. In addition to the Development Team, a total of 29 people attended the meeting. A copy of the sign in sheet is attached as Exhibit G.

Below is a summary of the comments and concerns that were raised by the attendees of the neighborhood meeting. The Development Team's responses to the concerns are in **bold** below each comment.

#### *Traffic and Public Safety Impacts -*

- There were many comments and questions on traffic impacts and mitigation. General concern was that traffic will be a big impact down Route 66 to Milton Road and whether or not the surrounding roads will be able to handle the increase in traffic in the area.  
**The City of Flagstaff, Coconino County, and ADOT require developments of this size to prepare a traffic study addressing traffic impacts. The applicant has submitted a Traffic Impact Analysis ("TIA") for the various agencies to review, and that document will set forth appropriate and requisite improvements to serve the project.**
- There was concern about the local fire stations being able to accommodate the new development.  
**Once the annexation of the western portion of Timber Sky is complete, the Flagstaff Fire Department will provide fire coverage to the entire development. The closest fire station is Station #1 located at 1972 South Thompson Street, approximately 1.5 miles from Timber Sky.**

#### *Lighting Impact -*

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- Many attendees voiced concerns about lighting and the dark sky movement. The sentiment was to have as little light as possible, including as few street lights as possible.

**The goal at Timber Sky is to create the finest dark skies compliant master planned community in Arizona. The lighting design for the project will meet or exceed all the requirements of the Dark Sky Ordinance and the Outdoor Lighting Standards in the Zoning Ordinance. The project team is working with Wright Engineering to develop these standards, with the advice and input of the United States Department of Defense. These standards will be implemented through the future development agreement for the Property.**

#### *Wildlife Impact -*

- One attendee was concerned with the impact on local wildlife with respect to cutting off wildlife corridors and suggested that we speak with Hannah Griscom from Arizona Game and Fish Department, for guidance on this issue. They also suggested no fencing be permitted or fencing that is sensitive to the wildlife and that education be provided to the residents on how to live with wildlife – no feeding, etc.

**The Applicant will review fencing options near the FUTS corridor to provide for wildlife-sensitive materials and breaks to provide for connectivity between parcels.**

#### *Forest Resources -*

- There were many questions about saving the existing trees – residents from Presidio in the Pines seemed to be concerned about this due to the fact that their development saved resources in pockets and not thru out. One comment was made about developing only in the burned areas where there are no trees.

**Due to a past wildfire, the landscaping on the property is not as lush as it once was; however, it does contain a healthy Ponderosa Pine forest throughout portions of the site which will be preserved through the application of the Resource Protection Overlay requirements in the Flagstaff Zoning Ordinance. The protections of the Overlay will extend to the annexed area when that process is finalized as well. Also, Overlook Park at the roundabout entrance to the development will be maintained as a park such that much of the Presidio residents' forest view will be preserved. Further, a large section of land along the FUTS corridor is being zoned as Open Space to prevent development in that area.**

#### *Open Space Corridor -*

- Several questions were asked about how much overall open space is being provided within the corridor and where, and what the areas will be used for.  
**The Applicant team responded to these comments by taking the attendees through a series of exhibits from the applications that demonstrate open space corridors, trails, and amenities. It was explained that the Open Space Corridor varies in width and will provide for internal and external multi-modal linkages. To the extent feasible, the Open Space Corridor will also be used to maintain the movement of wildlife as it enters the Property from Route 66 and/or the southwest corner. The Corridor will also provide stormwater detention and retention during times of heavy rain.**
- Some questions were asked about what the drainage system consists of in this corridor and why we are doing the stormwater management there.  
**Design decisions were made to provide stacking benefits with respect to stormwater management in an attempt to utilize the natural processes which are currently occurring on the site.**
  - **The natural on-site drainage corridor is being mimicked by providing large, wide bottomed gently sloping basins which will be revegetated in native and turf grasses for stormwater volume and rate control.**
  - **The development team wanted to conserve the natural corridor area while obtaining maximum stacking benefits from this area including recreation.**
  - **The stormwater drainage is being maintained at the location it is currently flowing. Extensive field visits were utilized to determine existing conditions and flow paths.**
  - **The grassy basins provide exceptional, long flow lengths (almost 3,000 feet) over grass providing fantastic pollutant capture and infiltration benefits.**
  - **Native grasses and forest duff will be salvaged and replaced to provide a seed bed and organic medium for re-establishment of the meadows.**
  - **Stacking, multi-faceted techniques are being utilized as Low Impact Development (LID) Integrated Management Practices. The development team is utilizing LID techniques to preserve the rural character of the area as much as possible.**
  - **All aspects of the development are being considered holistically – from the wide medians with plantings in the collector street network, to providing a relaxed street treatment and vegetated buffer strip basins. Additional collector street-side extended detention basins will be provided for direct pollutant capture. The Bio-retention areas will be installed at every single-family residence, multi-faceted Integrated Management practices will be installed at all of the high density blocks**

while trying to preserve those key trees at these locations that are integral to holistic integrated management practices.

- The design is providing benefits beyond that required by providing LID features in areas that are not available for LID credit such as sediment forebays in the drainage corridor to capture sediments from the drainage conduits discharging from the local streets here. In this area the large basins will act as fantastic extended detention basins with pools up to 3 feet deep that will slowly drain out – leaving most of the sediments and pollutants trapped in the grassy swales.
- The Community Center with star gazing opportunities, recreation areas and community food gardens; the site fencing and entry monuments; the relaxed street sections, the holistic stormwater management and natural area conservation all combine to make the subdivision a rural place located at the very edge of the City – the right place for this approach.

#### *Housing Products -*

- Attendees had questions about what the high density residential was and what types of housing is being proposed, especially for the high density areas. Will it be apartments or condos? How many stories?  
**The land use category does provide for both ownership and rental multi-family units, but it was clarified that this would not be student housing. It was explained that single family is also an allowable use within this category at higher densities than the LDR and MDR categories. The overall number of units, project-wide, will be capped at 1300 units. This limit will be implemented through the development agreement.**

#### *Additional Questions and Comments -*

- There was a lot of interest in how the FUTS trail is incorporated into the project and where it connects.  
**The extension of the FUTS trail is proposed along the northern property boundary on Route 66, along the entire length of the open space corridor, and on Woody Mountain Road along the southeastern corner of the property. These trails will be 10' wide and consist of decomposed granite to facilitate pedestrian, bikes, horses, and the like.**
- A comment was made about Flagstaff needing affordable housing badly.  
**The development team responded that the applicant understands the current housing prices in Flagstaff are not affordable for a good portion of the City's residents which is why Timber Sky proposes single-family, condo, and townhouse developments. Offering a variety of housing options provides more realistic housing opportunities to the local work force in the area. The driving**

**goal of the Timber Sky project is to provide for a variety of housing options that are financially accessible to the work force.**

- What is Pickleball?

**It was explained and shown in exhibits that Pickleball could be a component of the Community Park as it is a financially accessible sport that appeals to many age groups and is not currently a feature of other master-planned communities, which are typically oriented around golf courses. Pickleball is a racquet sport that combines elements of badminton, tennis, and table tennis. Two, three, or four players use solid paddles made of wood or composite materials to hit a perforated polymer ball, similar to a wiffle ball, over a net. The sport shares features of other racquet sports, the dimensions and layout of a badminton court, and a net and rules similar to tennis, with a few modifications.**

#### Summary of the January 11, 2016 Neighborhood Meeting

This meeting was held at the Double Tree by Hilton Hotel and was set up in an open-house style with large boards displaying the plans set up on easels for the community to view. Members of the development team were available to explain and discuss the project, as well as answer any questions and address any concerns. Members of the development team present included: Walter Crutchfield and John Scholl (Vintage Partners), Carolyn Oberholtzer (BFSO Law), Rick Schuller (Woodson Engineering), and Aaron Hayne (Norris Design). The meeting began promptly at 6:00pm, as scheduled. In addition to the Development Team, a total of 16 people attended the meeting, a copy of the sign in sheet is attached as Exhibit H.

Below is a summary of the comments and concerns that were raised by the attendees of the neighborhood meeting. The Development Team's responses to the concerns are in **bold** below each comment.

#### *Traffic and Public Safety Impacts -*

- Concern that traffic will be a big impact at Route 66 and Flagstaff Ranch Road especially with the City Public Works yard coming to the area. Additional concern about traffic accidents at this location because people make a right turn from Flagstaff Ranch Road to Route 66 without looking.  
**The Development Team understands the proposed project will increase traffic on the surrounding roads and encourages everyone to drive safely and responsibly, including looking both ways before turning into traffic.**
- An attendee asked if a traffic light would be installed on Route 66.  
**The City of Flagstaff, Coconino County, and ADOT require developments of this size to prepare a traffic study addressing traffic impacts. The applicant has**

**submitted a Traffic Impact Analysis (“TIA”) for the various agencies to review, and that document will set forth appropriate and requisite improvements to serve the project.**

*Lighting Impact -*

- Many attendees were pleased to hear about the level of “dark sky” that was proposed in the project.

**The goal at Timber Sky is to create the finest dark skies compliant master planned community in Arizona. The lighting design for the project will meet or exceed all the requirements of the Dark Sky Ordinance and the Outdoor Lighting Standards in the Zoning Ordinance. The Development Team is pleased that the neighbors recognize the level of importance they have placed on keeping the sky dark and retaining this important characteristic of Flagstaff.**

*Wildlife Impact -*

- Concerns were expressed about the local wildlife with respect to cutting off wildlife migration corridors.

**Maintaining the natural drainage corridor on the western portion of the property for use as open space will enable wildlife to move within the property. This open space corridor is 13.5 acres. The southwest corner of the property would remain open as well.**

- There was some concern about the proposed width of the open space corridor not being enough for wildlife migration. One attendee was satisfied with a width of 200’ for wildlife migration.

**The development team explained that about half of the corridor is 200’ wide, the other half is 150’ wide, with exception to the extreme southern portion which is 100’ wide. Additionally some areas are wider than 200’. Rick Schuller, with Woodson Engineering, estimates the average width to be about 175’.**

- Open boundaries vs. fenced yards would impact the amount of wildlife being able to pass through the community.

**Fencing is favored versus walls. As to fencing type, it was discussed that certain types are harmful to wildlife and those should be avoided.**

- A comment was made about the possibility of incorporating a walk under for wildlife with the digging of the sewer line under Route 66.

**The project does not include this element.**

*Forest Resources -*

- Attendees expressed the desire to retain as many trees on the property as possible.

**Due to a past wildfire, the landscaping on the property is not as lush as it once was; however, it does contain a healthy Ponderosa Pine forest throughout portions of the site which will be preserved through the application of the Resource Protection Overlay requirements in the Flagstaff Zoning Ordinance. Disturbed areas of the development will be seeded with a native mix allowing new landscaping to blend seamlessly with the preserved landscape over time.**

*Open Space Corridor -*

- There were some questions about the drainage system in the open space corridor and why the developer proposed stormwater management in the area.  
**Please refer to the open Space Corridor discussion in the Summary of December 8, 2015 Neighborhood Meeting.**

*Housing Products -*

- There were some questions about what types of housing was being proposed in the high density areas. Concerns over apartments in these areas and many attendees preferred condominiums and townhouses.  
**The project is currently in the conceptual design phase, no plans have been made as to the specific types of housing that will be offered in the high density areas. However, it was clarified that apartments are not the intended use.**
- There were some general misconceptions about the difference between “affordable” housing and “low income” housing.  
**There was a misunderstanding about the term “affordable housing.” The housing in Timber Sky will be affordable meaning “accessible” or “starter.” The different housing types (single family, townhouse, condo, etc.) will provide more living options for the people who work in the area. The term “affordable housing” was not meant in the way of the housing being provided as low income-qualified housing.**

*Additional Questions and Comments -*

- There were several questions about water and sewer being brought to the area. Some attendees commented that the City should annex the properties in the area so they can hook up to water and sewer. Currently, water mains run past their property but they are not allowed to hook into it. Some attendees expressed the desire to be annexed into the City.  
**If residents are interested in annexing into the City, we suggested they contact the City planning department to better understand what is required.**
- A question was raised about the 37 acre outparcel and if the developer had plans to acquire it in the future.

**Currently, there are no plans to acquire the outparcel and this plan is viable with or without future development on the 37 acres.**

- Deer are a problem with planted landscape, they like to eat everything that is newly planted.

**This issue will be kept in mind through the development of the landscape plan with the future preliminary plats.**

- There is a greater need for commercial development in the area.

**Commercial development generally comes after the residential development is established and there is a consumer base to support retail uses. By adding up to 1300 dwelling units to this area, it will increase the likelihood of commercial development in the Activity nodes.**

- Positive feedback included: love the premier dark sky community concept, like the idea of using recycled rock and timber from the site, excited to see NAIPTA station close by, and like the preservation of the trees.

**The development team is encouraged by the positive feedback from the meeting attendees and looks forward to moving the project forward with the neighbors support.**

Hannah Griscom, an Urban Wildlife Planner with the Arizona Game and Fish Department, was in attendance at this meeting. She had the following comments regarding the proposed development:

- Suggests LID design that processes stormwater at the lot level through native vegetation, bio swales, etc.

**All aspects of the development are being considered holistically – from the wide medians with plantings in the collector street network, to providing a relaxed street treatment and vegetated buffer strip basins. Additional collector street-side extended detention basins will be provided for direct pollutant capture. The Bio-retention areas will be installed at every single-family residence, multi-faceted Integrated Management practices will be installed at all of the high density blocks while trying to preserve those key trees at these locations that are integral to holistic integrated management practices.**

- Underpass under Route 66 for FUTS and wildlife migration  
**This is not a proposed element of the project.**

- Minimize removal of native vegetation

**The development team plans to retain as much of the native vegetation as possible and the Resource Protection Overlay District will help to achieve this.**

- Comprehensive “weed management” to be included in HOA requirements  
**This will be incorporated.**
- Likes the idea of the dark skies concept

**The restrictions that will apply in addition to the Zone 1 requirements will be implemented through the CC&Rs.**

- Minimize fencing, especially along open space also consider wildlife friendly fencing (wrought iron fencing can impale elk trying to jump over it).  
**This will be considered through the development of the fencing program for the project, and fences will be favored over walls.**
- Maximize width of open space corridor to increase large animal use, should be greater than 150' but 300' is ideal  
**Approximately half of the corridor is 200' wide, the other half is 150' wide, with exception to the extreme southern portion which is 100' wide. Additionally some areas are wider than 200'. Rick Schuller, with Woodson Engineering, estimates the average width to be about 175'.**
- Protect rock outcroppings  
**Rock outcroppings will be protected to the greatest extent possible. The rock outcropping in the southeastern portion of the property have been designed into Overlook Park.**

### **Additional Communication with Property Owners and Interested Parties**

The development team has been committed to giving everyone the opportunity to learn about Timber Sky and understands that some people may not have been able to attend the neighborhood meetings. To that end, contact information (phone number, email, and mailing address) was provided for Walter Crutchfield, with Vintage Partners, and Carolyn Oberholtzer, with Bergin, Frakes, Smalley & Oberholtzer, for citizens to provide comments and ask questions. The following is a summary of the additional communication that was received:

- In an email from Nat White to Carolyn Oberholtzer on January 4, 2016, Mr. White suggested moving the higher density areas closer to the Woody Mountain/Route 66 intersection, he opined that the closer the higher density housing is to town, the better. He also suggested the "game way" be widened per game and fish suggestions. A copy of this email exchange is attached as Exhibit I.
- In an email from Tina, Matt, and Maddie Sieg, homeowners in Presidio in the Pines, to Mr. Crutchfield, on January 11, 2016, the Sieg's had the following recommendations "to create a harmonious flow" between the proposed Timber Sky development and Presidio in the Pines:
  1. Pair new single family residences with existing single family residences in adjacent subdivisions.
  2. Connect subdivision pathways and sidewalks to the urban trail system.
  3. Consider a single track sidewalks for new secondary trails to connect adjacent subdivisions as desirable and inexpensive alternative to paved sidewalks.
  4. Consider regional trail connections that share utility corridors.

5. Developers participate as trail stakeholders with trail managers and other stakeholders.

Mr. Crutchfield responded to the Sieg's email on January 13, 2016. A copy of the correspondence is attached as Exhibit J.

- Ms. Griscom, with AZ Game and Fish Department, emailed Mr. Crutchfield on February 17, 2016 with her recommendations for the proposed development with regards to the open space corridor, fencing standards, a possible Route 66 underpass, stormwater, maintaining native vegetation, and dark skies. Many of the comments contained in the email mirrored her comments at the neighborhood meeting on January 11, 2016. A copy of the correspondence is attached as Exhibit K.

Since our neighborhood meetings, project representatives have continued community outreach efforts through individual meetings with area stakeholders. Since the notifications went out for the Planning & Zoning Hearing, we have not received any inquiries.

## **Exhibit A**

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## Property Owners

APN	OWNER NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIPCODE
116-04-035	4490 ROUTE 66, LLC	128 MARLETTE		PHOENIX	AZ	85012
112-62-202	ABBOTT-RHOTON INVESTMENTS LLC DBA CAPSTONE HOMES	1750 RAILROAD SPRINGS BLVD STE 10		FLAGSTAFF	AZ	86001
116-04-003R	ARIZONA PUBLIC SERVICE COMPANY	PO BOX 53999 MS 9505		PHOENIX	AZ	85072-3999
112-62-010	BAKER RYAN W & JEANETTE N	2923 S PEPITA DR		FLAGSTAFF	AZ	86001
112-33-056B	BARTEL BART J & PEGGY	2650 W KILTIE LN		FLAGSTAFF	AZ	86001
112-62-016	BARZAK SHAWN & JACQUELINE	2947 S PEPITA DR		FLAGSTAFF	AZ	86001
116-04-014	BHB INVESTMENT PROPERTIES LLC	PO BOX 60156		PHOENIX	AZ	85082
112-62-015	BIGGERSTAFF PATRICK & WHITNEY	2943 S PEPITA DR		FLAGSTAFF	AZ	86001
112-62-066	BISCHOFF JOEL R & CLAIRE E	2949 S CAMEL DR		FLAGSTAFF	AZ	86001
112-01-015C, 116-04-005, 112-01-015E	BNSF RAILWAY COMPANY	P O BOX 961089		FORT WORTH	TX	76161-0089
116-04-033, 116-04-032	BOYER RC & PM TRUST DTD 10/9/98 ; 1145 WEST KAIBAB LANE LLC	1160 KAIBAB LN PO BOX 1608		FLAGSTAFF	AZ	86001
112-62-036	BROCKIE MILLIE	2946 S TEX LANE		TUBA CITY	AZ	86045
112-62-060	BROWN YAZZIE MARKS	3010 S SURREY LN		FLAGSTAFF	AZ	86001
112-33-054	BURNS TERRY WAYNE	7065 W ELECTRA LN		FLAGSTAFF	AZ	86001
112-62-057	CAREFREE CENTRAL LLC	2939 S PEPITA DR		PEORIA	AZ	85383
112-62-014	CARTER CODY J			FLAGSTAFF	AZ	86001
112-62-056	CHARLES R BIGELOW MD PC PROFIT SHARING PLAN	9875 E MANLEY LN		CORNVILLE	AZ	86325
112-62-473C, 102-15-001, 112-01-002, 116-04-001J, 112-01-001D, 112-01-001E	CITY OF FLAGSTAFF	211 WEST ASPEN		FLAGSTAFF	AZ	86001
112-62-034	CONGER NORMAN & MARGARET M	2923 W PRESIDIO DR		FLAGSTAFF	AZ	86001
112-62-007	COX GREGORY S & SONDRAL	1128 AMY DR		ALLEN	TX	75013
112-33-053	COX KENT W & ADRIENNE C REVOCABLE FAMILY LIVING TRUST DTD 1-18-11	1810 RIM RD		LAKESIDE	AZ	85929
112-33-052	CUTRIGHT WARREN J & RUTH A	3075 SURREY LN		FLAGSTAFF	AZ	86001
112-62-004	DAVIS ROBERT A & KAREN SUE	24251 W ENGLISH ROSE		VALENCIA	CA	91354
112-62-070	DECKER FRANCIS P & DEBORAH	23205 COSO		MISSION VIEJO	CA	92692
116-04-024	DRY LAKE RANCH LLC	10800 E PLATEAU		CORNVILLE	AZ	86325
112-62-072	EVANS JASON & JENNIFER	2921 S CAMEL DRIVE		FLAGSTAFF	AZ	86001

116-04-013G	FLAG RANCH/66 LLC	10645 N TATUM BLVD	STE 200-PMB 605	PHOENIX	AZ	85028
116-04-013A	FLAGSTAFF RANCH SELF-STORAGE LLC	1425 W FOREST MEADOWS ST		FLAGSTAFF	AZ	86001
112-62-017	FRIEDMAN JARED D	1919 WALDMAN AVE		LAS VEGAS	NV	89102
116-04-006,						
116-04-041	GOSCH FAMILY LIVING TRUST	4392 W ROUTE 66		FLAGSTAFF	AZ	86001
112-62-064	GRAYSON LLC	3543 S 157TH WAY		GILBERT	AZ	85297
112-62-030,						
112-62-013	HAMMER JOSEPH & SARAH	2935 S PEPITA DR		FLAGSTAFF	AZ	86001
112-62-008	HAMREN CAL & ELLYN A	20735 N 62ND DR		GLENDALE	AZ	85308
112-01-003B,						
112-01-003A	HELIN BUILDING LLC (THE)	1800 N HEREFORD DR		FLAGSTAFF	AZ	86001
112-62-055	HILLEND JOHN D & EMMA A	2922 S TEX LN		FLAGSTAFF	AZ	86001
116-04-023	HINDERLITER TIM	2082 W TOBOGGAN CT		FLAGSTAFF	AZ	86001
112-62-050	JAHN FAMILY LIVING TRUST DTD 10/20/14	536 E AMES PLACE		PHOENIX	AZ	85004
112-62-019	KF INVESTMENTS LLC	2020 N RIO DE FLAG DR		FLAGSTAFF	AZ	86001
112-01-019	LANDMARC CAPITAL & INVESTMENT COMPANY	14555 N SCOTTSDALE RD STE 340		SCOTTSDALE	AZ	85254
112-62-006	LETVIN MARLENE J	2904 PAZ DE AVENIDA		FLAGSTAFF	AZ	86001
116-04-002A	LINDHOLM ROBERT LEE	PO BOX 92794		AUSTIN	TX	78709
112-62-035	LUCERO GREGORY A & NICHOLE M	2927 W PRESIDIO DR		FLAGSTAFF	AZ	86001
116-04-018,						
116-04-019,						
116-04-026,						
116-04-028,						
116-04-025,						
116-04-027,						
116-04-029,						
116-04-030	LUKE INVESTORS PARTNERSHIP	PO BOX 10775		PHOENIX	AZ	85064
112-62-059	LUTTINEN TREVOR A	2942 S TEX LN		FLAGSTAFF	AZ	86001
112-62-048,						
112-62-040	MAJESTIC PRESIDIO LLC	107 DOGWOOD LN		PITTSBURGH	PA	15238
112-62-065	MARTUSCIELLO MARIO & MANDEE	2953 CAMEL DR		FLAGSTAFF	AZ	86001
112-62-067	MCDOWELL DANIEL G	1005 FOOTHILL DR		SALT LAKE CITY	UT	84108
112-62-183,						
112-62-022	MIRAMAR VENTURES LLC	PO BOX 31597		TUCSON	AZ	85751

112-62-003, 112-62-229A, 112-62-210A, 112-62-208A, 112-62-471, 112-62-483, 112-62-074, 112-62-203, 112-62-207, 112-62-205, 112-62-206, 112-62-204, 112-62-228, 112-62-045, 112-62-046, 112-62-052, 112-62-044, 112-62-053, 112-62-051, 112-62-246, 112-62-247, 112-62-024, 112-62-025, 112-62-041,	MIRAMONTE PRESIDIO LLC	4578 N 1ST AVE NO 160	TUCSON	AZ	85718
112-62-069	MISIOREK DANIEL A	2937 S CAMEL DR	FLAGSTAFF	AZ	86001
116-04-015	MONGINI HOUSE I ; LION RESOURCES LLC	PO BOX 265	COTTONWOOD	AZ	86326
112-62-009	MORGAN JOHN L & DONNA M	2919 S PEPITA DR	FLAGSTAFF	AZ	86001
112-62-018	MORLEY SUSAN	3216 S GILLENWATER DR	FLAGSTAFF	AZ	86001
112-62-001	MORRISON WILLIAM G & JANET E	1442 E HERMOSE VISTA CIRCLE	MESA	AZ	85203
112-62-063	NAIK ALOK K	2958 S TEX LN	FLAGSTAFF	AZ	86001
112-62-032	No Owner listed at County				
112-62-026	NOYCE JODIE L	2901 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86001
116-04-042	OTTER HAROLD	4410 W ROUTE 66	FLAGSTAFF	AZ	86001
112-62-049	OTZEN LINDA	2910 S PEPITA DR	FLAGSTAFF	AZ	86001
112-62-012	OVERTON KIMBERLY A	2931 S PEPITA DR	FLAGSTAFF	AZ	86001
112-62-033	PERTEA GHEORGHE & MONICA	2919 W PRESIDIO DR	FLAGSTAFF	AZ	86001
112-33-055	PETRICCI JOSEPH P AND JANICE M	3070 S SURREY LN	FLAGSTAFF	AZ	86005

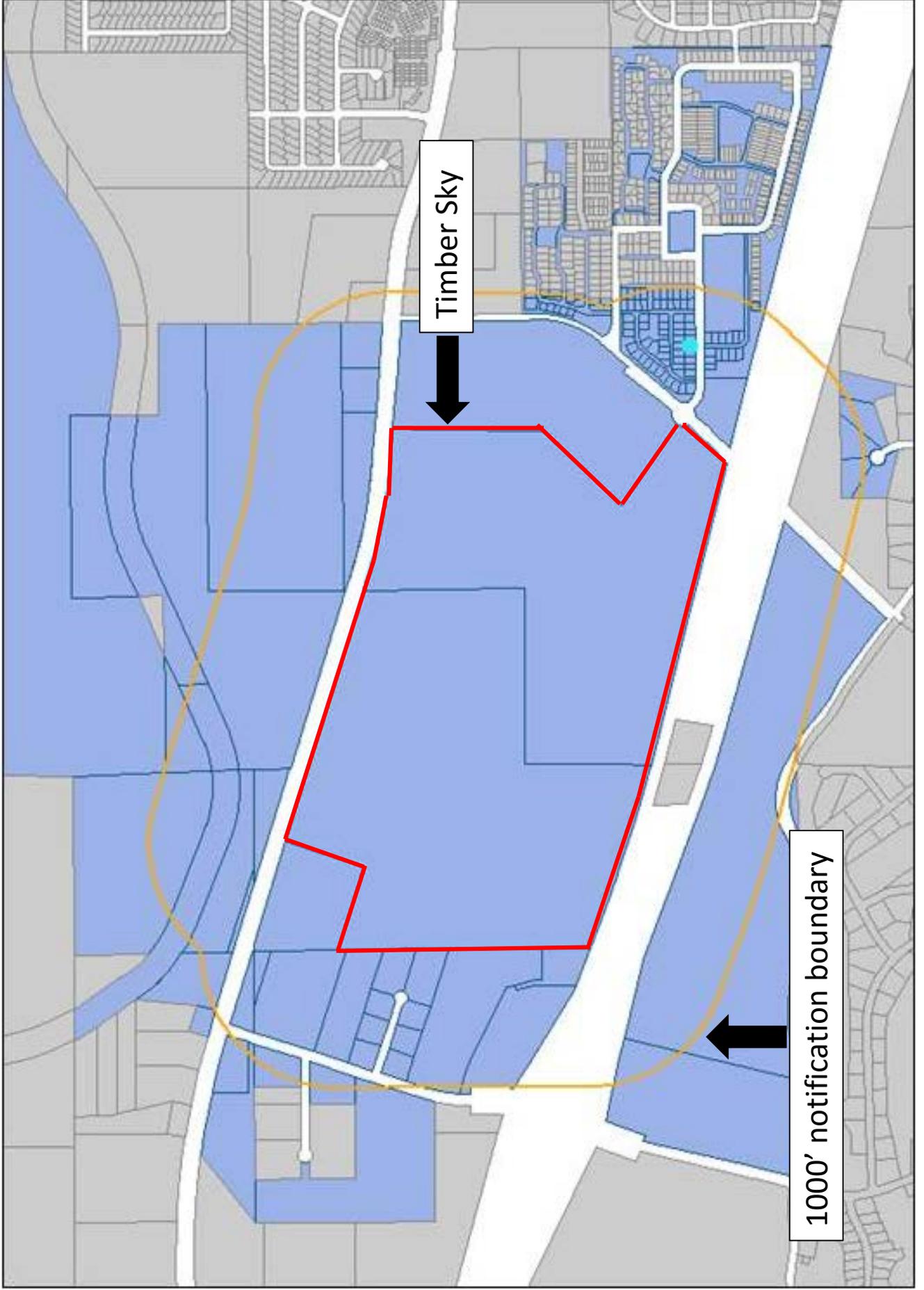
112-62-433, 112-62-434, 112-62-043, 112-62-047, 112-62-042	PRESIDIO FINANCIAL LLC	20525 E CHANDLER HEIGHTS DR			QUEEN CREEK	AZ	85142
112-62-473B	PRESIDIO IN THE PINES HOMEOWNER'S ASSOC INC	323 S. RIVER RUN RD STE 1			FLAGSTAFF	AZ	86001
112-62-038, 112-62-037, 112-62-039	RAPER GARY R	3416 N 4TH ST			FLAGSTAFF	AZ	86004
112-62-073	ROBBINS JOHN E & ANGELA R	2917 S CAMEL DR			FLAGSTAFF	AZ	86001
112-62-021	ROSENFELD RONALD B & TINA	126 PEACEABLE RIDGE RD			RIDGEFIELD	CT	6877
112-62-054	ROZELL TRUST DTD 12/1/11	6322 W MEGAN ST			CHANDLER	AZ	85226
116-04-016	SCHMIEDER JOE & NANCY	3230 N SHOWDOWN PL			TUCSON	AZ	85749
112-62-011	SHAY ROLAND L	2927 S PEPITA DR			FLAGSTAFF	AZ	86001
112-62-005	SHERMAN KATHERINE E	2908 W PAZ DE AVENIDA			FLAGSTAFF	AZ	86001
112-62-029	SIEG MATTHEW & ANTONINA	2903 W PRESIDIO DR			FLAGSTAFF	AZ	86001
112-62-028	SMITH JEFFREY L	2899 W PRESIDIO DR			FLAGSTAFF	AZ	86001
112-62-002	SNIDE THOMAS K & MARIE G	2922 S PEPITA			FLAGSTAFF	AZ	86001
116-04-031	STARA INVESTMENTS LLC	302 N VERDE ST			FLAGSTAFF	AZ	86001
112-62-023	STROUT ERIN M	2913 W PAZ DE AVENIDA			FLAGSTAFF	AZ	86001
116-04-009	SWIRE PACIFIC HOLDINGS INC	12634 S 265 W			DRAPER	UT	84020
112-62-071	THOMAS MATTHEW	2925 S CAMEL DR			FLAGSTAFF	AZ	86001
112-62-058	THOMAS REVOCABLE TRUST DTD 5-16-06	2938 S TEX LN			FLAGSTAFF	AZ	86001
112-62-068	TRUEBLOOD SUSAN	1867 WAVERLAND CIR			MACON	GA	31211
112-62-027	TRUMPET HILL REVOCABLE LIVING TRUST DTD 4-18-14	18334 W DESERT TRUMPET RD			GOODYEAR	AZ	85338
112-62-031	VAN KAMPEN KOREY & AMANDA	2700 S WOODLANDS VILLAGE BLVD		STE 300-228	FLAGSTAFF	AZ	86001
112-62-061	VIJ NEERAJ & JENNIFER	3636 E SHOMI ST			PHOENIX	AZ	85044
116-04-007F, 112-34-001A	W L GORE & ASSOCIATES INC	PO BOX 2400			FLAGSTAFF	AZ	86003
116-04-003T	WASTE MANAGEMENT OF ARIZONA INC	PO BOX 1450			CHICAGO	IL	60690
112-62-020	ZAZUETA APRIL D	2925 W PAZ DE AVENIDA			FLAGSTAFF	AZ	86001
112-62-062	ZERGER ADAM S & SARA K	2954 S TEX LN			FLAGSTAFF	AZ	86001

## Interested Parties

GROUP NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIPCODE
Friends of Flagstaff's Future	P.O. Box 23462		Flagstaff	AZ	86002
Northern Arizona Building Association	1500 East Cedar Avenue, Suite 86		Flagstaff	AZ	86004
Northern Arizona Association of Realtors	Jeffrey Herd	1515 East Cedar Avenue, Suite C-4	Flagstaff	AZ	86004
Tish Bogan-Ozmun	5271 Mt. Pleasant Drive		Flagstaff	AZ	86004
Marilyn Weissman	1055 East Apple Way		Flagstaff	AZ	86001
Maury Herman	Coast and Mountain Properties	3 North Leroux Street	Flagstaff	AZ	86001
Nat White	1120 North Rockridge Road		Flagstaff	AZ	86001
Charlie Silver	720 West Aspen Avenue		Flagstaff	AZ	86001
Flagstaff Ranch Property Owners Association	3850 South Lariat Loop		Flagstaff	AZ	86005
Equestrian Estates Homeowner Association	Carlos Mendez	2515 West Kiltie Lane	Flagstaff	AZ	86001

**Exhibit B**

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Timber Sky

1000' notification boundary

## **Exhibit C**

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November 20, 2015

Recipient  
Address  
Address

Request: Zone change and conceptual plat for Timber Sky  
Purpose: Conceptual plat for a master planned community and zone change from Rural Residential (RR) and General (G) to High Density Residential (HR), Medium Density Residential (MR), Single Family Residential (R1), Commercial Service (CS), and Public Open Space (POS).  
Location: The south side of Route 66 and west of Woody Mountain Road in Flagstaff, Arizona  
Size: Approximately 197 acres  
Owner: VP 66 & Woody Mountain, LLC  
Applicant: Vintage Partners, LLC  
Walter Crutchfield  
2502 East Camelback Road, Suite 214  
Phoenix, AZ 85016  
Phone: 602-459-9929  
[walter@vintagevp.com](mailto:walter@vintagevp.com)  
Agent: Carolyn Oberholtzer, Esq.  
Bergin, Frakes, Smalley & Oberholtzer, PLLC  
4455 East Camelback Road, Suite A-205  
Phoenix, AZ 85018  
Phone: 602-888-7860  
Fax: 602-888-7856  
coberholtzer@bfsolaw.com

The applicant team will hold two neighborhood meetings:

Tuesday, December 8, 2015  
6:00pm – 8:00pm  
Kilted Cat (Thornager's)  
2640 West Kiltie Lane  
Flagstaff, AZ 86005

Monday, December 14, 2015  
6:00pm – 8:00pm  
Doubletree by Hilton Hotel  
1175 W. Route 66  
Flagstaff, AZ 86001

The format of each meeting will be open house style. Light refreshments will be served.

# Map of Area



An application has been filed with the City of Flagstaff Planning and Development Services Department regarding the request above. This notice is being sent to you because property listed in your name is located within 600 feet of the site noted above. This notice is being sent to you to inform you of this application and to provide you with an opportunity to relay any questions, issues, or concerns regarding this application to the contact person listed in the top box of this page and/or attend the neighborhood meeting(s).

THIS IS NOT A NOTICE OF A PUBLIC HEARING WITH THE PLANNING COMMISSION. HOWEVER, YOU MAY RECEIVE SUCH A NOTICE AT A FUTURE DATE IF THE APPLICATION IS SCHEDULED FOR HEARING.

**Exhibit D**

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**Notification of Neighborhood Meetings  
for Timber Sky  
A Proposed Master Planned Community**

**Location of Meetings:**  
Tuesday, December 8th, 6 PM - 8 PM  
Kilted Cat (Thormager's),  
2640 West Kiltie Lane, Flagstaff

Monday, December 14th, 6 PM - 8 PM  
Doubletree by Hilton Hotel,  
1175 West Route 66, Flagstaff

**Purpose of Meeting:** Inform property neighbors of the proposed Timber Sky development that requires a zoning amendment.

**Current Zoning:** RR (Rural residential) and G (General)

**Proposed Zoning:** HR (High Density Residential), MR (Medium Density Residential), R1 (Single Family Residential), CS (Commercial Service) and POS (Public Open Space)



**Exhibit E**

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December 30, 2015

Recipient

Address

Address

Due to inclement weather, the neighborhood meeting for the Timber Sky master planned community (located on the south side of Route 66 and west of Woody Mountain Road) scheduled for December 14, 2015, was cancelled. The development team is dedicated to giving everyone the opportunity to learn about Timber Sky and has rescheduled the meeting for:

Monday, January 11, 2016  
6:00pm-8:00pm  
Doubletree by Hilton Hotel  
1175 West Route 66, Flagstaff

The format for this meeting will be open house style, the same as the previously planned meeting. The development team will have project boards throughout the meeting room and will be available to answer any questions and receive input. Because the meeting is an open house, please feel free to come at the time most convenient for you.

If you are unable to attend the meeting, but have questions or comments, please contact:

Walter Crutchfield  
Vintage Partners, LLC  
2502 East Camelback Road, Suite 214  
Phoenix, AZ 85016  
602-459-9929  
Walter@vintagevp.com

Carolyn Oberholtzer, Esq.  
Bergin, Frakes, Smalley & Oberholtzer, PLLC  
4455 East Camelback Road, Suite A-205  
Phoenix, AZ 85018  
602-888-7860  
COberholtzer@BFSOLaw.com

Thank you and we look forward to seeing you at the upcoming meeting.

**Exhibit F**

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## **Exhibit G**

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## Neighborhood Meeting Sign-In Sheet

Vintage Partners – Timber Sky  
 Zone Change and Conceptual Plat for Timber Sky  
 Neighborhood Meeting – Tuesday, December 8, 2015 @ 6:00 PM

Kilted Kat (Thornager's)  
 2640 W Kiltie Ln, Flagstaff, AZ 86005

	Name	Address	City & Zip Code	E-Mail/Phone
1.	STEVE CHUNG	1220 JAC HWY SAN DIEGO, CA 92132	SAN DIEGO 92132	STEVE.V.CHURBENTAY@aol 619-532-4268
2.	Ken & Marie Swick	2922 S. Popata Dr. Flag	Flagstaff, AZ	Kenswicks@gmail.com 602-790-9626
3.	Bruce Smith	2828 W. Rf. WC Flagstaff AZ	86001	—
4.	Ken & Sue Berkhoff	6895 N Greene Ln 86001	86001	KenBerkhoff@gmail.com .com
5.	Tom Buggess	3572 S. Cheryl Flag AZ	86001	
6.	Gabe Smith	9185 Solar Rd Flagstaff AZ	86004	gs@kinneyconstruction.net
7.	Vaughn Peterson	2335 W. Kiltie Ln. Flagstaff, AZ	86005	Vaughnntammy@msn.com
8.	SEANA GIARDINI	2375 W KILTIE LN	86005	ROSENGINERD@HOTMAIL.COM
9.	Carla Rochin	2903 S Popata Dr	01	carla.rochin@gmail.com
10.	JOHN LOCKOW	1843 W. HEAVENLY CT ARIZONA SURVEYING, INC	01	John.Lockow@ArizonaSurveying.com

## Neighborhood Meeting Sign-In Sheet

Vintage Partners – Timber Sky  
 Zone Change and Conceptual Plat for Timber Sky  
 Neighborhood Meeting – Tuesday, December 8, 2015 @ 6:00 PM

Kilted Kat (Thornager's)  
 2640 W Kiltie Ln, Flagstaff, AZ 86005

Name	Address	City & Zip Code	Phone/E-Mail
DAVID HULSE	1220 PACIFIC HWY SAN DIEGO, CA		760 554 3275 david.s.hulse@mary.mil
CHRIS LUGENBUHL			
SUSANNA MAXWELL + Barry Katz	3340 S. Skyway	Flag 86005	
Susan Thurmond	2411 W. ...	Flagstaff	
Linda Otzen	2910 S. Pepita Dr	Flagstaff 86001	<del>928856</del> sralydia@gmail.com
John Hillend	2922 S. Tex Ln	Flagstaff 86001	parschehill@outlook.com
John Hill	3405 South Skyway	Flagstaff 86005	jfishermusic@aol.com
RICH BOWEN	4055 E. SKYWAY	FLG 86004	
Donna + John Morgan	2919 S. Pepita Dr	Flg 86001	morganj556@yahoo.com
Karen Sorensen	2640 W Kiltie	Flg 86005	

## Neighborhood Meeting Sign-In Sheet

Vintage Partners – Timber Sky  
 Zone Change and Conceptual Plat for Timber Sky  
 Neighborhood Meeting – Tuesday, December 8, 2015 @ 6:00 PM

Kilted Kat (Thornager's)  
 2640 W Kiltie Ln, Flagstaff, AZ 86005

Name	Address	City & Zip Code	Phone/E-Mail
Nat White	1120 W. Rockbridge Rd	86001 Flagstaff	white@lowell.edu
Tish Bogan-Ozmun	5271 Mt. Pleasant	Flagstaff 86004	tishflagstaff@gmail.com
Bob Mason	Flagstaff	86005	R. Mason at NPA Center, Co
Sonnie Cox	2900 Sycamore	86001	
TED REED	P.O. BOX 565	FLAGSTAFF, AZ 86002	928-699-6336

## **Exhibit H**

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## Neighborhood Meeting Sign-In Sheet

Vintage Partners – Timber Sky  
 Zone Change and Conceptual Plat for Timber Sky  
 Neighborhood Meeting – Monday, January 11, 2016 @ 6:00 PM

DoubleTree by Hilton Flagstaff  
 1175 W Route 66, Flagstaff, AZ 86001

	Name	Address	City & Zip Code	E-Mail/Phone
1.	ED VAN BROEK		<del>928-713-4495</del>	928-713-4495
2.	David R. Wilcox	1440 W. Skullentzgo Flagstaff 86005		itinerantscholar1@gmail.com 928-774-1985
3.	SCOTT DURBAY	2018 S. TOM RANGH WAY FLAGSTAFF	86001	
4.	Mike Mongini	302 N. Verdesh Flagstaff, AZ	86001	mem@H2M2Law.com
5.	Charity Lee	City of Flagstaff		cllee@Flagstaffaz.gov
6.	Jody + Dale Hoskins	2955 W. Kiltie Flag, AZ 86005 →		jodyhoskins2000@yahoo
7.	Tom + Melanie Gosch	4392 West Route 66 Flagstaff, AZ 86001	86001	mtstoneworks@gmail.com
8.	Harold Otter	4410 West Route 66 Flagstaff, AZ 86001	86001	
9.	Tish Bogan-Opku	5271 Mt. Pleasant Flagstaff	86004	tishflagstaff@gmail.com
10.	John + Pamela Ott	4440 W Braded Rein FLG	86005	

## Neighborhood Meeting Sign-In Sheet

Vintage Partners – Timber Sky  
 Zone Change and Conceptual Plat for Timber Sky  
 Neighborhood Meeting – Monday, January 11, 2016 @ 6:00 PM

DoubleTree by Hilton Flagstaff  
 1175 W Route 66, Flagstaff, AZ 86001

	Name	Address	City & Zip Code	E-Mail/Phone
11.	Nancy Helin	1800 N Heyford Dr 86001 (2800 W Rt 66)	Flagstaff AZ 86001	
12.	Hannah Griscom	3500 Lake Mary Rd.	Flagstaff, AZ 86005	hgriscom@azgfd.gov
13.	SAT BEST	3935 N. PARADISE RD 86004		BEST81@OUTLOOK.COM
14.				
15.				
16.				
17.				
18.				
19.				
20.				

## **Exhibit I**

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**From:** Nat White [<mailto:white@lowell.edu>]  
**Sent:** Monday, January 04, 2016 9:32 AM  
**To:** Carolyn K. Oberholtzer  
**Subject:** Re: 12/14 Timber Sky Neighborhood Meeting

Carolyn,

My suggestion is to move the higher density closer to the Woody Mt/66 intersection and widen the game way per game and fish suggestions. The closer high density is to town the better.

Nat

On 12/14/2015 9:49 AM, Carolyn K. Oberholtzer wrote:  
Nat,

Thank you for attending last week's neighborhood meeting regarding the Timber Sky project. I wanted to personally let you know that due to today's weather conditions, we are cancelling tonight's neighborhood meeting and postponing until January. Please let me know if you have any questions- you heard it from the horse's mouth/email ☺

Hope you have a happy and safe holiday season!

Carolyn Oberholtzer  
Bergin, Frakes, Smalley & Oberholtzer, PLLC  
4455 East Camelback Road, Suite A-205  
Phoenix, Arizona 85018  
Direct: 602.888.7860  
Cell: 602.300.2560  
Fax: 602.888.7856

**B | F | S | O**

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**Exhibit J**

---

**From:** Walter Crutchfield <[walter@vintagevp.com](mailto:walter@vintagevp.com)>  
**Date:** Wed, 13 Jan 2016 10:16:34 -0700  
**To:** Tina Sieg <[tina.sieg@mvpeds.com](mailto:tina.sieg@mvpeds.com)>  
**Subject:** Re: Comments for Timber Sky Development Team

Tina

Thanks for forwarding your concerns. I was looking forward to seeing you at the neighborhood meeting but I am not sure you were there.

In terms of your comments I believe we have exceeded your expectations of the trail system and its connections both internally and to the FUTS trail system as well as the Flagstaff urban loop. I will put together some materials that detail this so you can review and comment further.

The goal at Timber Sky is to "create the finest dark skies compliant master planned community in Arizona". We have designed this community with Flagstaff residents in mind. The amenities are outdoor, athletic, affordable and accessible. For example, we have multiple trail systems, we will work to bring the bike lane all the way out to the project, we are working with NAIPTA to bring a bus terminal so that every resident has the choice to walk to the terminal and leave their car at home. The main community area focuses on Dog Parks, Community gardens and athletic pursuits that don't have the barrier to entry like golf (cost). We have also made plans to allow wildlife to move through the development and generally created an outdoor focus that is oriented toward day time use. I don't think a project like Timber Sky has been conceived or built in Flagstaff. It is certainly a lot of new ground for us.

If you would like to discuss any of this please consider us here to serve you.

Walter



Walter Crutchfield

[o] 602 459 9929  
[c] 480 231 0814  
[w] [vintagevp.com](http://vintagevp.com)

Biltmore Fashion Park  
2502 E Camelback Rd Suite 214  
Phoenix, Arizona 85016

**From:** Tina Sieg <[tina.sieg@mvpeds.com](mailto:tina.sieg@mvpeds.com)>  
**Date:** Mon, 11 Jan 2016 19:27:53 +0000  
**To:** Walter Crutchfield <[walter@vintagevp.com](mailto:walter@vintagevp.com)>  
**Subject:** Comments for Timber Sky Development Team

To whom it may concern,

My family lives within Presidio in The Pines and enjoy all that Flagstaff Arizona and our subdivision offers. However, in order to create a harmonious flow between your proposed community and our existing plan, we have this submission for the development team.

1. Pair new single family residences with existing single family residences in adjacent subdivisions.
2. Connect subdivision pathways and sidewalks to the urban trail system.

3. Consider single track sidewalks for new secondary trails to connect adjacent subdivisions as desirable and inexpensive alternative to paved sidewalks.
4. Consider regional trail connections that share utility corridors.
5. Developers participate in as trail stakeholders with trail managers and other stakeholders.

Thank you for taking the time to read and consider the proposals above.

Tina, Matt and Maddie Sieg  
Presidio In the Pines Homeowners

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## **Exhibit K**

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**From:** Hannah Griscom <[HGriscom@azgfd.gov](mailto:HGriscom@azgfd.gov)>  
**Date:** February 17, 2016 at 11:50:14 AM MST  
**To:** "[walter@vintagevp.com](mailto:walter@vintagevp.com)" <[walter@vintagevp.com](mailto:walter@vintagevp.com)>  
**Cc:** "Tish Bogan-Ozmun ([tishflagstaff@gmail.com](mailto:tishflagstaff@gmail.com))" <[tishflagstaff@gmail.com](mailto:tishflagstaff@gmail.com)>  
**Subject:** Timber Sky wildlife recommendations

Dear Walter Crutchfield,

It was nice to meet you at the Timber Sky Open House meeting on January 11<sup>th</sup>, 2011 in Flagstaff. Thank you for the opportunity to provide input on the proposed development project. After seeing the preliminary plan for Timber Sky, the suggestions below represent my thoughts on how to maximize the value of the development for the ongoing use of wildlife and the enjoyment of such by residents. Tish Bogan-Ozmun of Flagstaff's Conservation Study Forum has asked me to copy her on this email so I have done so.

### **Open Space Corridor**

I commend the set aside of open space/FUTS trail along the drainage that runs SW to N through the property. This will yield benefits to residents and wildlife alike. Maintaining as many existing trees in and adjacent to this open space corridor will foster wildlife use and help maintain the hydrologic integrity of the channel. The current proposed width of this corridor is 100m. Although this is a standard used in developments in the City, I have heard from many residents that it is not enough to encourage elk and deer to continue to move through the area. Unfortunately, the Department has not developed firm guidelines in this area, and all I can say is "the wider and the more cover, the better" if a goal is to encourage continued wildlife use. I also applaud setting aside the rocky outcrop area on the eastern part of the property as open space. Many rock outcrops in the Flagstaff area are associated with rare plants and provide important habitat for small wildlife.

### **Fencing Standards**

Many fences prevent wildlife movement, and in some cases, can entangle wildlife. If the ongoing use of wildlife is an objective of this development, I would recommend establishing fencing guidelines in the CCNRs that follow wildlife friendly design standards (1). I would be happy to provide more specific guidance if desired, however in many subdivisions passed in the County recently, the idea of having no fencing, or wildlife-friendly fencing on the periphery of the development with small wildlife-exclusion fences for inner yards has gained traction. Minimizing fencing along the open space corridor/FUTS corridor is especially important. In contrast, I would recommend a fence that EXCLUDES wildlife along I-40. This will help reduce road kill and "funnel" wildlife to Flagstaff Ranch or Woody Mountain Roads where they have a better chance of surviving.

### **Possible Route 66 Underpass**

We briefly discussed the possibility of creating an underpass where the FUTS trail crosses Route 66. If this comes to pass, it would be beneficial to wildlife and I could work more with you on design specifications that would encourage most wildlife to use it, thus reducing wildlife collisions with vehicles on Route 66(a problem in Flagstaff).

### **Stormwater**

I recognize that the open space corridor is also designed to process stormwater that comes off lots in the development. I would recommend that innovative Low Impact Development designs are used on

EACH lot and road to minimize runoff before it reaches this main drainage. These steps will minimize soil erosion as well as reduce pollution and degradation of the waterway.

### **Maintaining Native Vegetation**

As much as possible, I recommend leaving the native cover on site throughout the design and building processes. As you probably know, weeds can easily infest disturbed ground and be expensive and difficult to control. There are other benefits in maximizing cover of existing and native plants; they provide better habitat for wildlife and consume less water than most cultivars.

### **Dark Skies**

I am pleased to hear that you are working diligently with the Naval Observatory on dark sky standards as these will yield rewards for wildlife use in the area as well.

(1). [http://www.azgfd.gov/hgis/documents/110125\\_AGFD\\_fencing\\_guidelines.pdf](http://www.azgfd.gov/hgis/documents/110125_AGFD_fencing_guidelines.pdf)

Thank you again for the opportunity to comment and do not hesitate to contact me if I can be of help moving forward,

**Hannah Griscom**  
**Urban Wildlife Planner**  
**Arizona Game and Fish Department**  
**3500 S. Lake Mary Rd.**  
**Flagstaff, AZ 86005**  
email: [hgriscom@azgfd.gov](mailto:hgriscom@azgfd.gov)  
phone: 928-214-1252



# TIMBER SKY

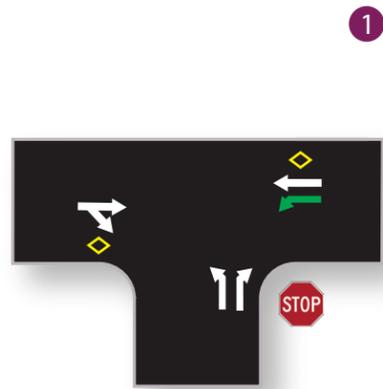
## LIGHTING MITIGATION STANDARDS

- 1) The purpose of these standards is to establish a set of mitigation strategies to be incorporated into the Codes, Covenants & Restrictions (CC&Rs) for the Timber Sky Development with significant thresholds required to revise these standards. The Intent of these standards is that all private development within the project will not only meet the City of Flagstaff lighting code but will exceed them. The Pre-Annexation Development Agreement between the developers of Timber Sky and the City of Flagstaff will include these mitigation strategies as requirements of the CC&Rs. For the term of the Development Agreement, the Timber Sky developers will not initiate any lighting-related amendment without the inclusion of the U.S. Naval Observatory Flagstaff Station in the discussion. In connection with the project platting, the CC&Rs will be recorded against the property to pick up any gap between the application of the Development Agreement and the CC&Rs, and the CC&Rs will have special amendment criteria limiting the future homeowners' association's ability to process amendments related to these standards such that amendments to the lighting mitigation standards will require approval by the City of Flagstaff City Council.
- 2) Section 1—50.70.030 E. Public Rights-of-Way Exempt, of the City of Flagstaff Outdoor Lighting Standards contained in Division 10-50.70 of the City code states *“The provisions of this Division shall not apply to streetlights installed in public rights-of-way.”* The developers of Timber Sky, the City of Flagstaff (City) and the U.S Naval Observatory Flagstaff Station (NOFS) all agree that measures to limit and or reduce the light output of the streetlights and pedestrian lighting used to illuminate public rights-of-way in Zone 1 including those within the Timber Sky development beyond the City's current standards is not the responsibility of the Timber Sky Development nor should revising these standards be a condition of zoning approval. The developers of Timber Sky commit to work hand in hand with the City and NOFS to develop revised standards for lighting of the streetlights and pedestrian lighting used to illuminate public rights-of-way going forward, and will incorporate the revised standards into the design of said lighting at the City's request.
- 3) Lighting for each single family home developed within the R1, MR and HR zoning categories will be limited to a total of 1350 externally installed lumens, whether attached to the dwelling structure or installed elsewhere on the lot. This limit can be exceeded with the use of motion sensors on fixtures such that the non-motion sensor light fixtures do not exceed the 1350 lumens limit. These additional limits should no way be interpreted to allow the current limits set forth in the City of Flagstaff lighting code be exceeded for multi-family residential development in the HR category.



## TIMBER SKY

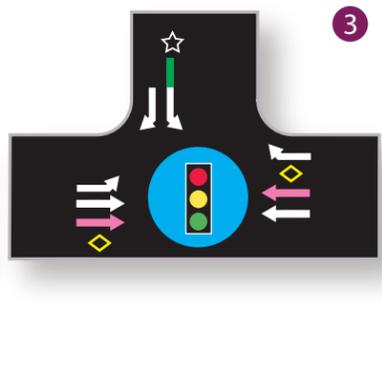
- 4) Exterior Lighting on single family and multi-family residential structures will be fully shielded fixtures to be installed under canopies or overhangs a minimum of five (5) feet from the nearest edge not attached to the structure. In situations where an overhang is not feasible or practical, a fully shielded fixture with motion sensor will be utilized.
- 5) All common area property owned or managed by the master homeowner's association, or one of the sub-associations within a residential block, will be limited to security lighting and lighted entry monuments. For purpose of applying the City of Flagstaff lighting code, lighted entry monuments will be considered Class 1 Lighting, and security lighting will be considered Class 2 Lighting. Care must be given to minimize lumens and to direct light downward or be completely shielded for these applications.
- 6) With the exception of lighting for single family residential, and lighting for multi-family residential that meets Section 4; all outdoor lighting will use "low-pressure sodium (LPS), narrow-spectrum amber LED, PC ("phosphor-converted") amber LED, or amber compact fluorescent or equivalent. An exception to this requirement will be for lighted entry monuments or other Class 1 lighting applications where color rendition is required.
- 7) Care should be given to selecting building colors and materials where external lighting will be installed to minimize reflectivity. Wall surfaces located below and within ten (10) feet laterally of any external light fixture will have a "light reflectance value" (LRV) of 15 or less.
- 8) For commercial development within Block 12, Table 10-50.70.050.D of the City's lighting code requires outdoor lighting in Zone 1 to be turned off at 9:00 pm or no later than 30 minutes after the business closes, whichever is later. For any lighting fixtures exempted from this requirement in the lighting code, motion sensors will be utilized after 9:00 pm.



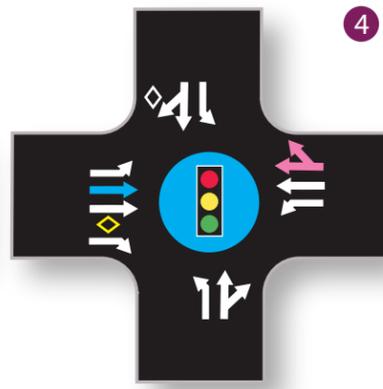
Flagstaff Ranch Rd & Route 66



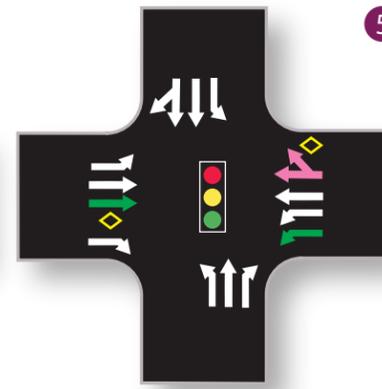
Woody Mountain Rd & Route 66



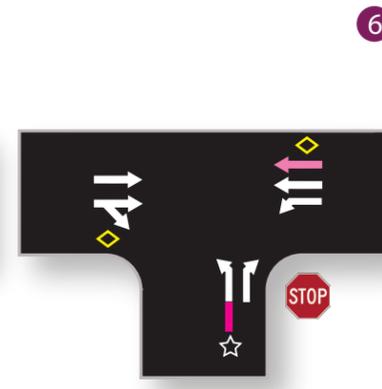
Railroad Spring Blvd & Route 66



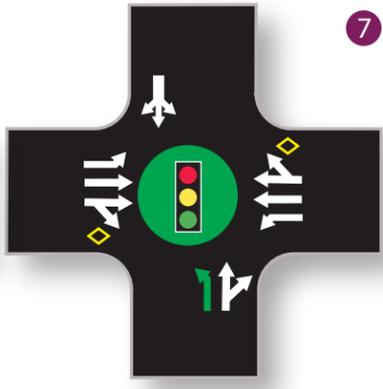
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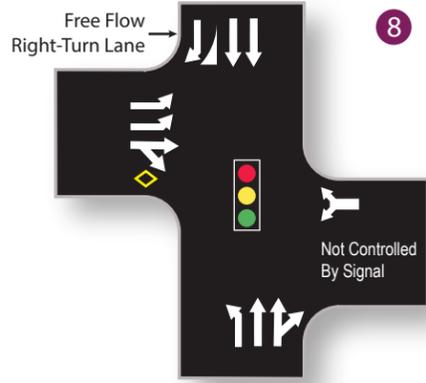
Woodlands Village Blvd & Route 66



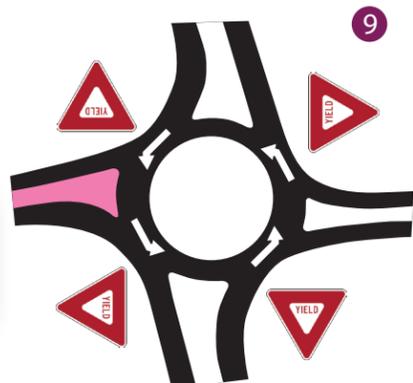
Yale St & Route 66



Riordan Rd & Route 66



Milton Rd & Route 66

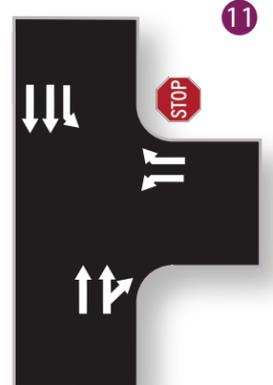


Woody Mountain Rd & Presidio Dr



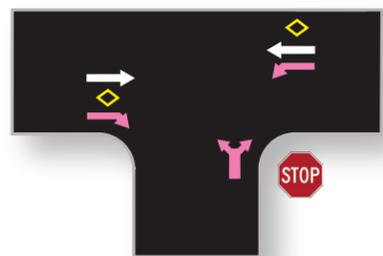
Woodlands Village Blvd & University Ave

A

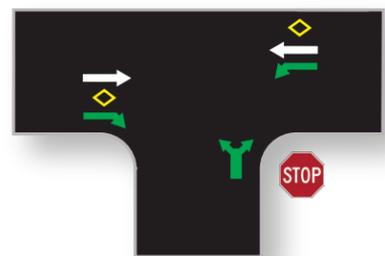


Woodlands Village Blvd & Plaza Way

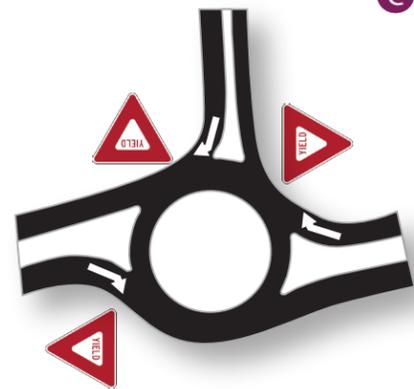
B



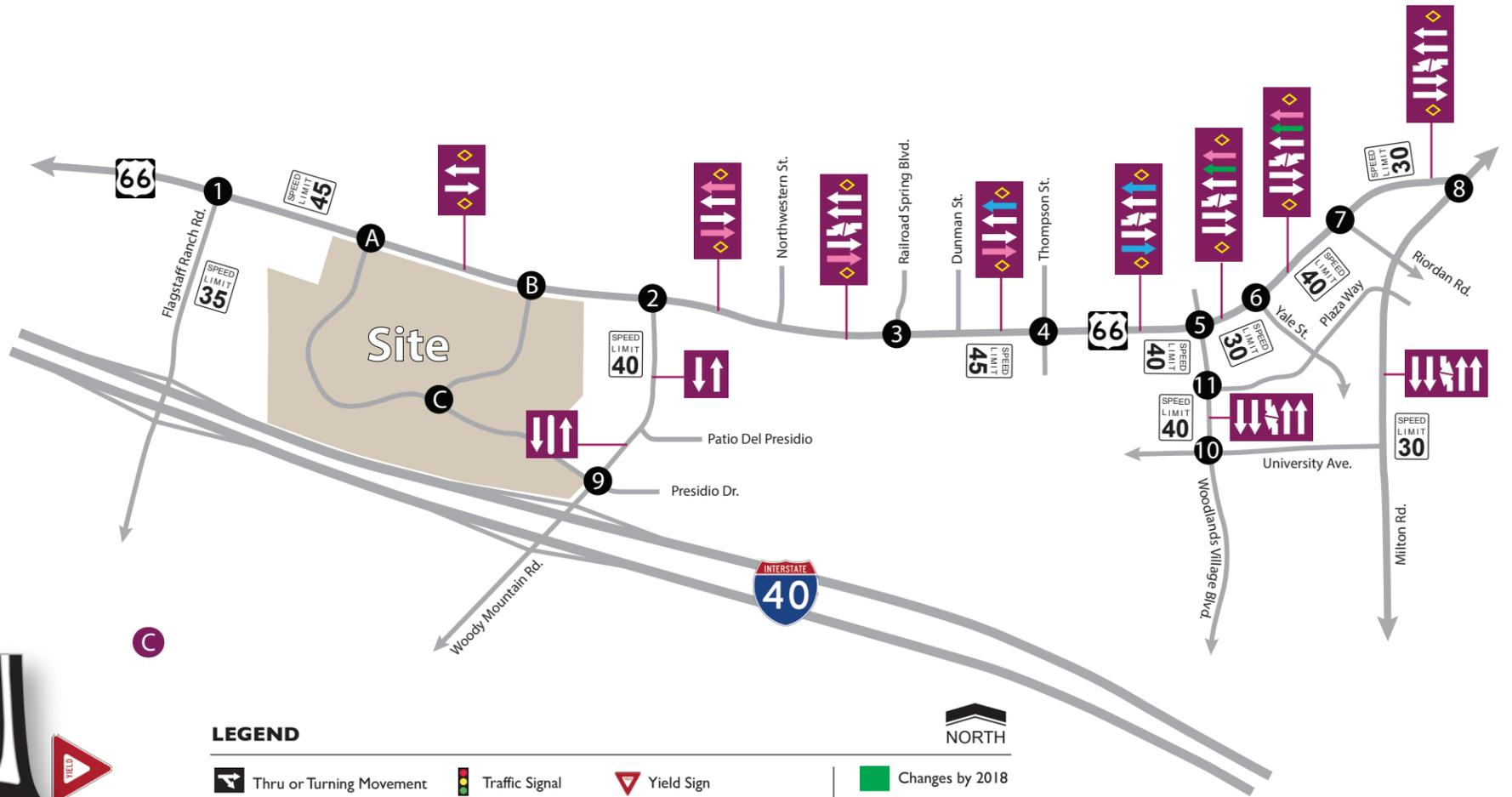
Access A & Route 66



Access B & Route 66



C

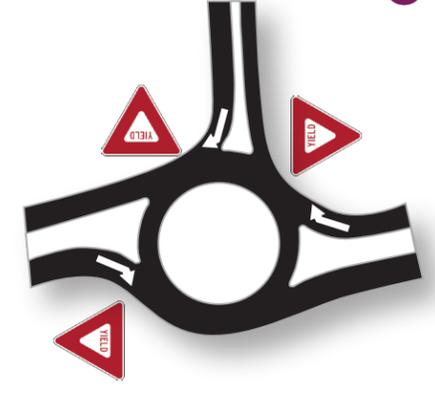
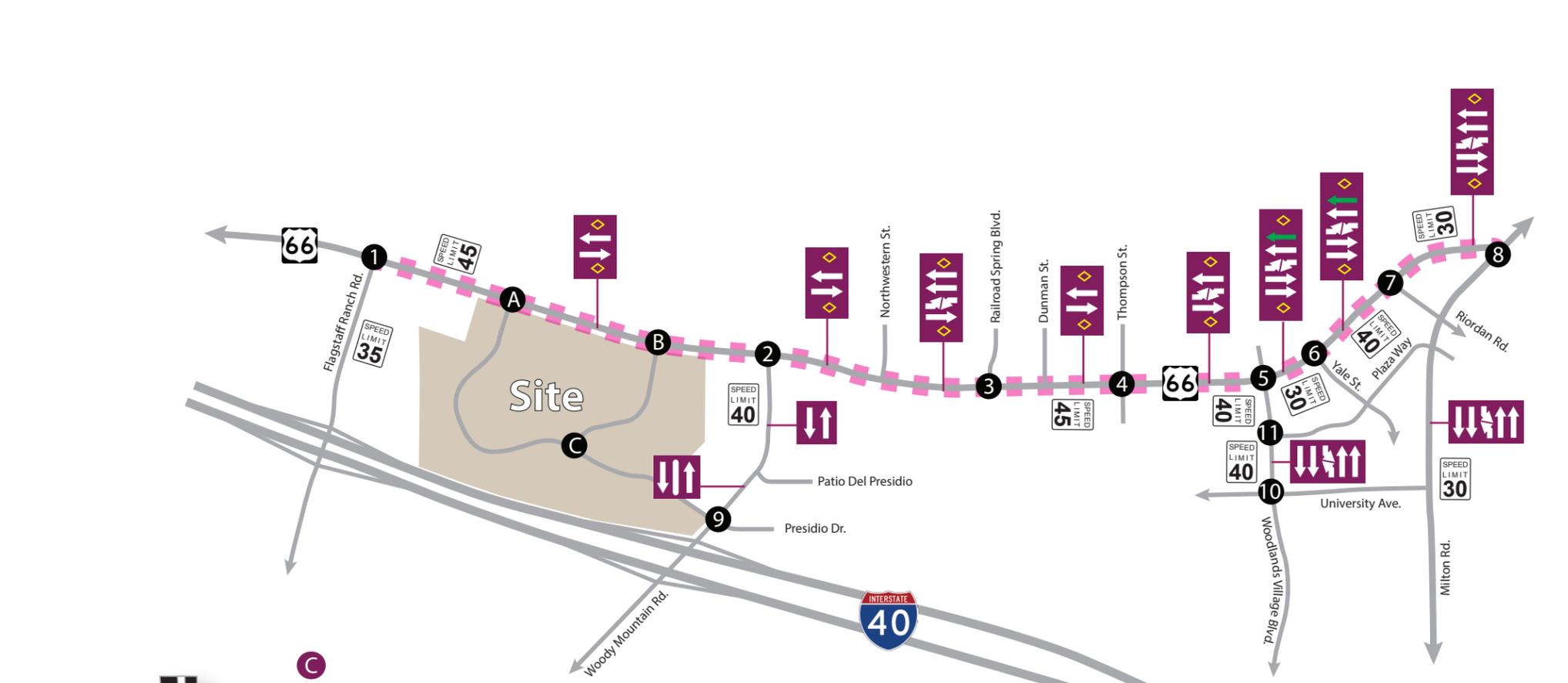
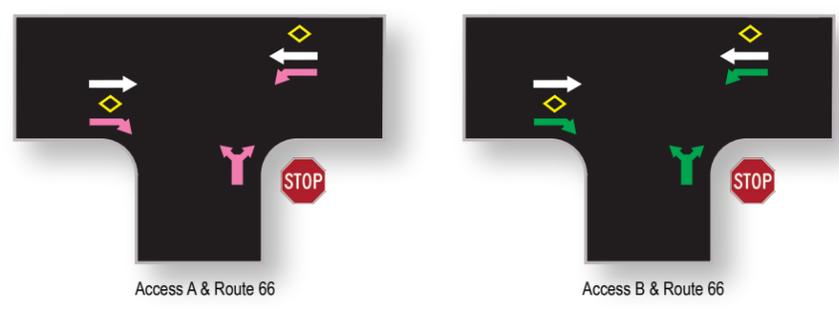
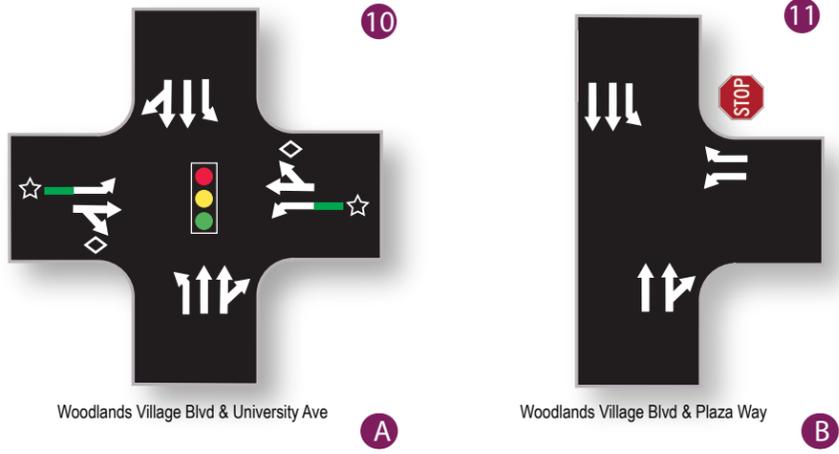
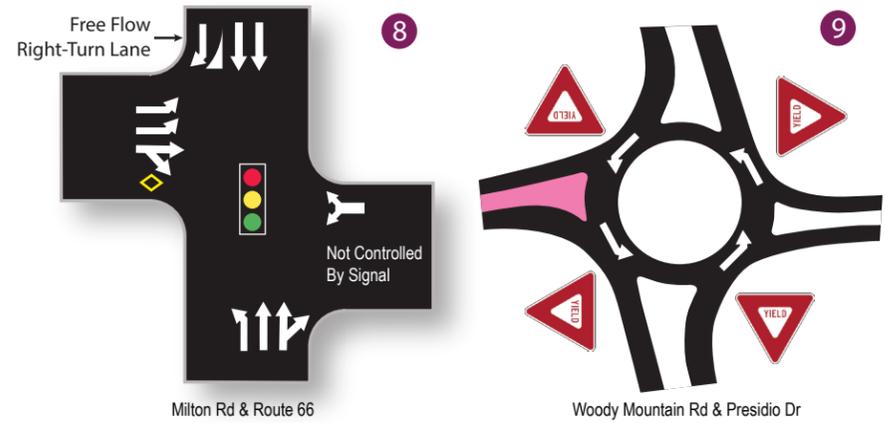
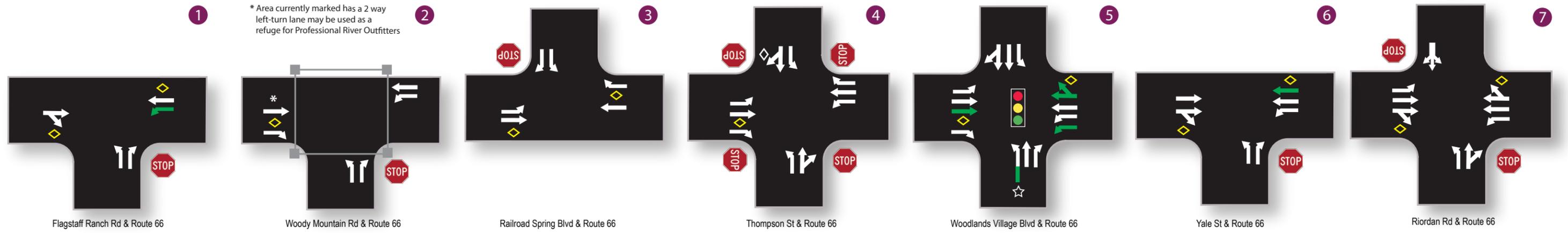


**LEGEND**

- |                          |  |            |                 |
|--------------------------|--|------------|-----------------|
| Thru or Turning Movement | Traffic Signal                                 | Yield Sign | Changes by 2018 |
| Two-Way Left Turn-Lane   | Stop Sign                                      |            | Changes by 2022 |
| Raised Median            | Speed Limit                                    |            | Changes by 2030 |
| Bike Lane                | Undesignated Bike Lane (or Unmarked Bike Lane) |            |                 |
| Extended Queue           |  |            |                 |



**Exhibit A:**  
Proposed Improvements to Mitigate Traffic Impacts



**LEGEND**

Thru or Turning Movement	Traffic Signal	Yield Sign	Changes by 2018
Two-Way Left Turn-Lane	Stop Sign	Signal Underground and Base	Changes by 2022
Raised Median	Speed Limit	Undesignated Bike Lane (or Unmarked Bike Lane)	Changes by 2030
Bike Lane			
Extended Queue			

Phase 3 Cash Contribution Toward ADOT Federally Funded Project.

NORTH

**Exhibit B:**  
Timber Sky Developer Funded Improvements



Infrastructure Delivery and Operations

Douglas A. Ducey, Governor  
John S. Halikowski, Director  
Dallas Hammit, State Engineer  
Steve Boschen, Division Director

September 9, 2016

Tiffany Antol, AICP, CFM  
Planning Development Manager  
City of Flagstaff  
Community Development  
211 West Aspen Avenue  
Flagstaff, AZ 86001

Subject: Timber Sky

Dear Ms. Antol:

ADOT has reviewed the proportional share documents submitted by Vintage for the Timber Ski development in coordination with the approved TIA. The analysis done is acceptable to ADOT for our purposes. Thank you for your assistance in the working partnership between ADOT and the City.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nate Reisner', is written over a light blue horizontal line.

Nate Reisner, P.E.  
Northcentral District Development Engineer  
1801 S. Milton Road  
Flagstaff, AZ 86001

CC:  
Audra E. Merrick, P.E. – Northcentral District Engineer



# TIMBER SKY

## *Proposed Improvements to address the impacts identified in the TIA*

*September 9, 2016*

The approved Timber Sky Traffic Impact Analysis (TIA) dated June 23, 2016, was prepared by CivTech in support of the Rezoning and Preliminary Block Plat applications with the City of Flagstaff and a right-of-way encroachment permit with ADOT. Figure 19 of the Study identifies proposed improvements needed to address current deficiencies, the impacts of the Timber Sky project and the impact of other future growth in the area. Most of the recommended improvements involve Route 66 Right-of-Way (ROW) under ADOT's jurisdiction with City connecting roads.

The Traffic Study reflects that the current level of service on Route 66 between Woody Mountain Road and Milton Road is currently strained, even without the Timber Sky development and future growth. In discussions with ADOT we became aware of the opportunity for ADOT to utilize cash contributions from developers, whether they are on account with the City of Flagstaff already or yet to be made with City and ADOT funds to seek Federal aid funding for improvements to Route 66.

A chart has been prepared by CivTech as part of the approved TIA identifying each of the needed improvements along with the calculated Timber Sky proportional share of those improvements. CivTech has further estimated the costs of each of those improvements and added that information to the chart. See attached Proportional Share Spreadsheet. CivTech utilized historical ADOT unit costs and created conceptual design exhibits over an existing aerial image. Through this effort CivTech created a conceptual preliminary cost estimate placing the total cost for the related improvements at \$6,648,097. Applying the proportional share for Timber Sky, which averaged out to approximately 21% of the impacts, gave \$1,403,494 as the Timber Sky share of these costs.

The developers of Timber Sky recognize the difficulty in having multiple entities all trying to work together to fund the needed improvements and have therefore developed the following proposal to ADOT and the City as a way to address our impact to the Route 66 corridor transportation infrastructure off-site of the project.

1. Timber Sky will contribute \$1,500,000 total to Offsite Transportation related improvements identified in the approved TIA for the Route 66 corridor impacting both ADOT and City ROW. For the sake of this proposal, the cost for improvements on Route 66 immediately adjacent to the Timber Sky property, for the intersection of Flag Ranch Road in the County, and the Woodlands Village and University intersection in the City are not included in the term "Offsite Transportation related Improvement", and will be in addition to the \$1.5M contribution discussed herein. The offsite improvements immediately adjacent to Timber Sky have been listed in the approved TIA and will be required as part of the encroachment permit.
2. As part of its first phase of development, Timber Sky will make the following Offsite





## TIMBER SKY

### Transportation related improvements:

- Improve the Woodlands Village Blvd. & Route 66 Intersection:
  - To add dual left turn lanes in the west to south movement and provide for two thru lanes on Rte. 66 in each direction.
  - The existing eastbound Rte. 66 left turn lane, through lane, bike lane, and right turn lane will be converted into a left turn lane, through lane, through/right lane and a bike buffer.
  - The existing westbound right turn lane at Woodlands Village Blvd. on Rte. 66 will be converted to a thru-right.
  - The northbound Woodlands Village left turn lane / median will be modified to 250 to 300 feet of storage, final storage length to be worked out at final design.
  - Revise striping to extend westbound receiving lanes as feasible to be worked out during design.
- A second east bound lane will be added to Route 66 from Woodlands Village Blvd. and will connect to the existing improvements approximately 300 feet to the east of Woodlands Village Blvd. near the existing bus shelter, in front of the Radisson's Hotel. We will add a lane of pavement, to match adjacent improvements, along with curb, gutter and sidewalk. Where there is curb and gutter we will rebuild if it cannot be preserved; where there is shoulder and road side ditch we will add the necessary pavement drainage and underground storm drainage necessary to meet current ADOT guidelines and standards.
- A second westbound lane will be added on Route 66 between Pinnacle St. and Woodlands Village Blvd. We will add a lane of pavement, to match adjacent improvements, along with curb, gutter and sidewalk. Where there is curb and gutter we will rebuild if it cannot be preserved; where there is shoulder and road side ditch we will add the necessary pavement drainage and underground storm drainage necessary to meet current ADOT guidelines and standards.
- ADOT previously installed pull boxes and conduit for a future traffic signal at Woody Mountain and Route 66. Timber Sky will install the remaining underground infrastructure for the future signal which will likely include foundations for the equipment. ADOT will seek additional funding or projects to complete the traffic signal construction at the time Federal MUTCD warrants are met: this may include the utilization of ADOT signal maintenance funding and existing contributions made by other developments for the signal installation.
- New striping will be provided to eastbound Rt. 66 approaching Woodlands Village





## TIMBER SKY

- Blvd. to convert the left turn lane, through lane, bike lane, and right turn lane into a left turn lane, through lane, through/right lane and a bike buffer
- New striping will be provided to westbound Rt. 66 to convert the right turn lane at Pinnacle St to a thru/right lane.
  - At the request of ADOT and the City, Timber Sky has agreed to add new curb, gutter and sidewalk along the south side of Rte. 66 across from the Pinnacle Street intersection to close an existing gap in these improvements.
  - All improvements shall be designed and constructed using current ADOT guidelines and standards.
  - The attached Proposal Plan sheets for the conceptual design for the proposed improvements and the attached cost spreadsheet are consistent with each other and were used to estimate the minimum transportation related improvements needed to address the traffic impacts identified in the approved TIA.
3. No Offsite Transportation related improvements or contributions will be made as part of the 2<sup>nd</sup> phase of the Timber Sky development, recognizing the financial burden Timber Sky has to develop a new well during phase 2 for the City that will cost over \$2M.
  4. As Part of the 3<sup>rd</sup> phase of development, Timber Sky will make a cash contribution to the City of Flagstaff in an amount equal to \$1,500,000 less what Timber Sky spent on the Offsite Transportation related improvements in Phase 1, if they were less than \$1.5M. This contribution will only be used to mitigate traffic congestion on Route 66 between Milton and the Timber Sky project. The City Development Agreement will require this contribution be paid in order to obtain final acceptance of the Phase 3 infrastructure improvements by the City of Flagstaff.
  5. The portion of Route 66 immediately adjacent to the Timber Sky project will be built to full half street improvements per ADOT and City standards as the agencies have decided, in phases 1 and 4 aligning with the connection of the internal collector roads to Route 66. Any transitions from one to two lanes will be handled per ADOT Roadway Design Guidelines and AASHTO Design Guidelines. If pavement widths will accommodate striping tapers then they may be used.
  6. At the time of the Phase 3 contribution, if federal funding sources are available, ADOT and/or the City may use the cash contribution to pursue a federally funded project to improve West Route 66. The project should address the anticipated traffic needs of the approved TIA utilizing funds contributed to the City by other developers, along with the Timber Sky contribution.
  7. Timber Sky will continue to work, in good faith, with the City to accommodate the future Woody Mountain / I-40 interchange. If an agreement cannot be made prior to platting





## TIMBER SKY

Block 4 in Phase 3, the developer will notify ADOT of our intent to move forward with this Plat.

This proposal is based on the following guidelines and/or assumptions:

- No additional Right-of-Way is anticipated to be needed to make the Phase 1 improvements. If additional right of way is needed for an agreed upon improvement in Phase 1, Vintage and ADOT may need to renegotiate the terms of this agreement.
- The Timber Sky development will bear the full cost of the Phase 1 improvements without request for reimbursement from other benefitted landowners, the City or ADOT in general. These improvements will not be required to be procured through public procurement regulations.
- Any financial contributions already made to the City by other developers for the improvements being made in Phase 1 will be added to the cash available for future projects on Route 66 where the City is able.
- The improvements and contribution described herein constitute the full responsibility of the Timber Sky project relative to the impacts identified in the approved TIA,
- The transportation related improvements not adjacent to the Timber Sky project are limited to the cost of the Phase 1 improvements identified in this proposal or a total cost burden to the development of \$1.5M, whichever is greater. Any requests by the City or ADOT to enhance beyond ADOT standard specifications and guidelines and or increase the scope of what will be built in Phase 1 causing the project cost to be greater than \$1.5M, would need to be funded by other sources but not the developer of Timber Sky.
- This proposal assumes that The Standard or others will be making the needed improvements to the Riordan and Route 66 intersection. If those improvements are not made, it will not affect the responsibility of the Timber Sky project nor this agreement.
- The land use identified in the approved TIA; volume of traffic produced by the development; access requirements and phasing does not change the outcome of the approved TIA or negatively impact the corridor.

It is worth noting that the Timber Sky TIA was limited in the number of phases that ADOT would allow, resulting in the phase 3 and phase 4 improvements of Timber Sky both being analyzed together as the 2030 horizon year. Because of the nature of our proposal, we understand the timing of the 3<sup>rd</sup> phase contribution to a Federal aid project for Route 66 is critical to the agencies efforts to secure funding. Although the TIA places our 3<sup>rd</sup> phase in 2030, market conditions could dramatically shorten the time frame to bringing phase 3 to market. Based on a recent study of the current market, housing demand projections lead us to believe phase 3 may be needed as early as 2022. That could change in the case of a recession or other factors resulting in reduced demand for new housing in the Flagstaff market. If a





## TIMBER SKY

reduced demand for housing causes our project to slow down, it will also be affecting other development in the area of Route 66 thereby delaying the needed improvements for the Route 66 improvements. For these reasons we have proposed to drive the timing of our contribution for phase 3 to the development of phase 3.

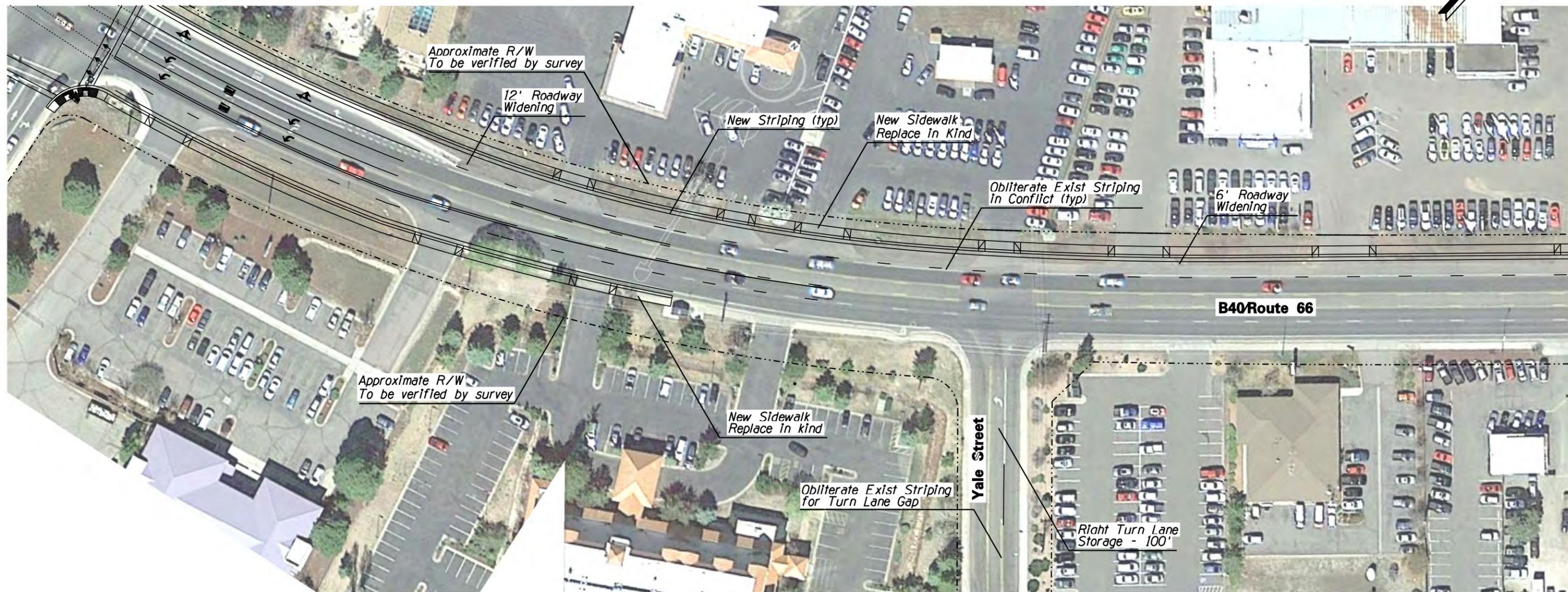
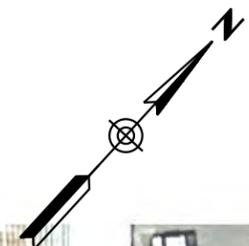




**TIMBER SKY ROADWAY IMPROVEMENTS**  
 Intersection of Woodlands Village Boulevard and Route 66  
 Flagstaff, Arizona

**PHASE 1  
 ROADWAY DESIGN  
 FIGURE 01**  
 CONCEPTUAL  
 SURVEY IS NEEDED FOR FINAL DESIGN

**CivTech Inc.**  
 10605 N. Hayden Rd. Suite 140  
 Scottsdale, AZ 85260  
 480.659.4250 p  
 480.659.0566 f  
 info@civtech.com



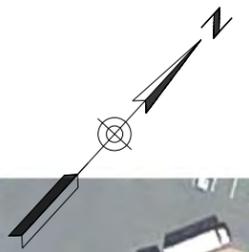
# TIMBER SKY ROADWAY IMPROVEMENTS

Intersection of Yale Street and Route 66  
Flagstaff, Arizona

**PHASE 1**  
**ROADWAY DESIGN**  
**FIGURE 02**  
CONCEPTUAL  
SURVEY IS NEEDED FOR FINAL DESIGN



**CivTech Inc.**  
10605 N. Hayden Rd. 480.659.4250 p  
Suite 140 480.659.0566 f  
Scottsdale, AZ 85260 info@civtech.com



**TIMBER SKY ROADWAY IMPROVEMENTS**  
 ROUTE-66, from Pinnacle Street to Riordan Road  
 Flagstaff, Arizona

**PHASE 1**  
**ROADWAY DESIGN**  
**FIGURE 03**  
 CONCEPTUAL  
 SURVEY IS NEEDED FOR FINAL DESIGN

 **CivTech Inc.**  
 10605 N. Hayden Rd. Suite 140  
 Scottsdale, AZ 85260  
 480.659.4250 p  
 480.659.0566 f  
 info@civtech.com



**TIMBER SKY ROADWAY IMPROVEMENTS**  
 Intersection of Woody Mountain Road and Route 66  
 Flagstaff, Arizona

**PHASE 1  
 ROADWAY DESIGN  
 FIGURE 04**  
 CONCEPTUAL  
 SURVEY IS NEEDED FOR FINAL DESIGN

**CivTech Inc.**  
 10605 N. Hayden Rd. 480.659.4250 p  
 Suite 140 480.659.0566 f  
 Scottsdale, AZ 85260 info@civtech.com

Phase 1 Proposal									
2018	Proposed Improvement	Existing	Proposed	Prop Share Site/Total %	Prop share Site/Background %	Total Cost	Prop Share Site/Total Cost	Phase 1 Proposal	
<b>Intersections</b>									
Access B	New EB right turn lane		200'	100%					
Access B	New WB left turn lane		305'	100%					
Woodlands & Route 66	New EB through lane			17.3%	20.9%	\$298,440	\$51,630	\$298,440	
Woodlands & Route 66	New WB dual left turn lane		220'	17.3%	20.9%	\$240,723	\$41,645	\$240,723	
Woodlands & Route 66	Extend NB left turn lane	100'	250'	17.3%	20.9%	\$44,993	\$7,784	\$44,993	
Woodlands & Route 66	Extend SB left turn lane	70'	200'	17.3%	20.9%	\$8,639	\$1,495	\$8,639	
Yale & Route 66	New WB through lane			16.6%	19.9%	\$96,289	\$15,984	\$96,289	
Yale & Route 66 (2030)	Extend NB left turn lane	75'	100'	16.6%	19.9%	\$2,387	\$396	\$2,387	
Woody Mtn & Route 66 (2022)	Underground & Foundations			35.8%	55.90%	\$44,100	\$15,788	\$44,100	
<b>Segments - Route 66</b>									
Woodlands - Yale	New (2nd) WB lane <sup>(1)</sup>			16.2%	19.85%	\$72,217	\$11,699	\$72,217	
Yale - Riordan	New (2nd) WB lane <sup>(1)</sup>			15.7%	19.75%	\$72,217	\$11,338	\$72,217	
<i>(1) Improvement described as shown in Figure 19 of TIA</i>						TOTAL	\$880,006	\$157,759	\$880,006
						<b>TOTAL WITH 3-YEAR UNIT RATE ESCALATION</b>	<b>\$923,127</b>	<b>\$165,490</b>	<b>\$923,127</b>

Improvements by Others								
2018	Proposed Improvement	Existing	Proposed	Prop Share Site/Total %	Prop share Site/Background %	Total Cost	Prop Share Site/Total Cost	
<b>Intersections</b>								
Woodlands & Route 66	Extend EB right turn lane	280'	495'	17.3%	20.9%	\$252,000	\$43,596	
Milton & Route 66	Extend SB right turn lane	110'	240'	8.5%	9.30%	\$162,000	\$13,770	
Riordan & Route 66	Stripe NB left turn lane		125'	16.4%	19.7%	\$23,250	\$3,813	
Riordan & Route 66	New signalization			16.4%	19.7%	\$1,288,000	\$211,232	
Riordan & Route 66	Stripe EB left turn lane	TWLTL	105'	16.4%	19.7%	\$23,250	\$3,813	
Riordan & Route 66	Stripe WB left turn lane	TWLTL	200'	16.4%	19.7%	\$23,250	\$3,813	
Railroad Springs & Route 66	New traffic signal			29.9%	42.7%	\$455,000	\$136,045	
Thompson & Route 66	New traffic signal			25.7%	34.5%	\$520,000	\$133,640	
Thompson & Route 66	Extend WB left turn lane	170'	345'	25.7%	34.5%	\$5,306	\$1,364	
Thompson & Route 66	Extend EB right turn lane	170'	495'	25.7%	34.5%	\$15,936	\$4,096	
						TOTAL	\$2,767,992	\$555,181
						<b>TOTAL WITH 3-YEAR UNIT RATE ESCALATION</b>	<b>\$2,903,624</b>	<b>\$582,386</b>

2022	Proposed Improvement	Existing	Proposed	Prop Share Site/Total %	Prop share Site/Background %	Total Cost	Prop Share Site/Total Cost	
<b>Intersections</b>								
Woody Mountain & Route 66	New traffic signal			35.8%	55.9%	\$396,900	\$142,090	
Thompson & Route 66	New EB through lane (Dedicated RTL Reconstructed)			25.7%	34.5%	\$99,761	\$25,639	
Woodlands & Route 66	Add 2nd NB left turn lane	100'	250'	17.3%	20.9%	\$188,993	\$32,696	
Milton & Route 66	Extend NB left turn lane	150'	265'	8.5%	9.3%	\$18,000	\$1,530	
<b>Segments - Route 66</b>								
Railroad Springs - Thompson	New (2nd) WB lane			28.6%	42.6%	\$65,569	\$18,753	
Thompson - Woodlands	New (2nd) EB lane			26.5%	34.4%	\$132,085	\$34,936	
Thompson - Woodlands	New (2nd) WB lane			25.7%	34.5%	\$126,248	\$32,382	
						TOTAL	\$1,027,555	\$288,026
						<b>TOTAL WITH 3-YEAR UNIT RATE ESCALATION</b>	<b>\$1,077,906</b>	<b>\$302,140</b>

2030	Proposed Improvement	Existing	Proposed	Prop Share Site/Total %	Prop share Site/Background %	Total Cost	Prop Share Site/Total Cost
<b>Intersections</b>							
Access A	New EB right turn lane		85'	100%			
Access A	New WB left turn lane		180'	100%			
Woody Mountain & Route 66	Extend NB right turn lane	95'	265'	35.8%	55.9%	\$11,889	\$4,256.26
Yale & Route 66	Extend NB left turn lane	75'	100'	16.6%	19.9%	Improvement made in Phase 1	
Railroad Springs & Route 66	New EB through lane			29.9%	42.7%	\$12,894	\$3,855.44
Railroad Springs & Route 66	New WB through lane			29.9%	42.7%	\$111,029	\$33,197.71
Thompson & Route 66	New WB through lane			25.7%	34.5%	\$14,028	\$3,605.07
Woodlands & Route 66	New WB through lane			17.3%	20.9%	Improvement made in Phase 1	
<b>Segments - Route 66</b>							
Woody Mtn - Northwestern	New (2nd) WB lane			34.8%	55.8%	\$8,860	\$3,079
Woody Mtn - Northwestern	New (2nd) EB lane			32.7%	55.8%	\$104,036	\$33,968
Northwestern - Railroad Springs	New (2nd) EB lane			32.7%	42.6%	\$104,036	\$33,968
Railroad Springs - Thompson	New (2nd) EB lane			28.4%	42.6%	\$116,050	\$32,958
Woodlands - Yale	New (3rd) WB lane			16.2%	19.9%	\$589,590	\$95,514
Yale - Riordan	New (3rd) WB lane			15.7%	19.8%	\$589,590	\$92,566
TOTAL						\$1,662,002	\$336,966
<b>TOTAL WITH 3-YEAR UNIT RATE ESCALATION</b>						<b>\$1,743,440</b>	<b>\$353,478</b>
<b>TOTALS</b>						<b>\$6,648,097</b>	<b>\$1,403,494</b>

ID	Intersection Name	Proportional Share	
		Site/Total	Site/Background
1	Flagstaff Ranch Rd & Route 66	14.50%	17.00%
2	Woody Mountain Rd & Route 66	35.80%	55.90%
3	Railroad Spring Blvd & Route 66	29.90%	42.70%
4	Thompson St & Route 66	25.70%	34.50%
5	Woodlands Village Blvd & Route 66	17.30%	20.90%
6	Yale St & Route 66	16.60%	19.90%
7	Riordan Rd & Route 66	16.40%	19.70%
8	Milton Rd & Route 66	8.50%	9.30%
9	Woody Mountain Rd & Presidio Dr	25.70%	34.50%
10	Woodlands Village Blvd & University Ave	5.70%	6.10%
53	Northwestern St & Route 66	32.70%	48.60%
55	Dunham St & Route 66	28.70%	40.30%
58	Woody Mountain Rd & Patio Del Presidio	14.30%	16.70%
11	Woodlands Village Blvd & Plaza Way	7.30%	7.90%

**Timber Sky Conceptual Roadway Design  
Opinion of Probable Cost  
Group B - Improvements by others  
Railroad Springs & Route 66**

**Traffic Signal**

Item No.	Description	Unit	Quantity	Unit Price	Cost
	<b>NEW TRAFFIC SIGNAL</b>	<b>L. SUM</b>	<b>350,000</b>	<b>\$1.00</b>	<b>\$350,000.00</b>
				CONSTRUCTION SURVEY	5% \$17,500.00
				EROSION CONTROL	0% \$0.00
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	0% \$0.00
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	5% \$17,500.00
				DESIGN COSTS	10% \$35,000.00
				TRAFFIC CONTROL	10% \$35,000.00
				<b>Total</b>	<b>\$455,000.00</b>

**WB Through Lane**

2020039	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.	800	\$3.50	\$2,800.00
2020020	REMOVAL OF CONCRETE CURB	L. FT.	375	\$4.00	\$1,500.00
2020025	REMOVAL OF CONCRETE SIDEWALK	SQ. FT.	3,000	\$3.00	\$9,000.00
3030022	AGGREGATE BASE, CLASS 2	CU. YD.	100	\$75.00	\$7,500.00
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	160	\$95.00	\$15,200.00
7015051	OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	EACH	3	\$60.00	\$180.00
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L. FT.	1,100	\$1.50	\$1,650.00
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	L. FT.	1,620	\$0.50	\$810.00
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	L. FT.	0	\$0.50	\$0.00
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L. FT.	0	\$0.80	\$0.00
7050023	PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	2	\$300.00	\$600.00
7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	EACH	1	\$300.00	\$300.00
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L. FT.	539	\$0.30	\$161.70
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L. FT.	0	\$0.30	\$0.00
9080085	CONCRETE CURB AND GUTTER	L. FT.	515	\$38.00	\$19,570.00
9080201	CONCRETE SIDEWALK (C-05.20)	SQ. FT.	4,120	\$3.00	\$12,360.00
9080296	CONCRETE SIDEWALK RAMP	EACH	0	\$2,000.00	\$0.00
				<b>Subtotal</b>	<b>\$71,631.70</b>
				CONSTRUCTION SURVEY	5% \$3,581.59
				EROSION CONTROL	5% \$3,581.59
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	10% \$7,163.17
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	10% \$7,163.17
				DESIGN COSTS	15% \$10,744.76
				TRAFFIC CONTROL	10% \$7,163.17
				<b>Total</b>	<b>\$111,029.14</b>

**Timber Sky Conceptual Roadway Design**  
**Opinion of Probable Cost**  
**GROUP C**  
**Thompson & Route 66**

**Traffic Signal**

Item No.	Description	Unit	Quantity	Unit Price	Cost	
	EB RTL EXTENSION - THROUGH LANE	L SUM	1	\$9,374.00	\$9,374.00	
				CONSTRUCTION SURVEY	10%	\$937.40
				EROSION CONTROL	5%	\$468.70
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	20%	\$1,874.80
				DESIGN COSTS	15%	\$1,406.10
				TRAFFIC CONTROL	20%	\$1,874.80
				<b>Total</b>		<b>\$15,935.80</b>

	NEW TRAFFIC SIGNAL	L SUM	400,000	\$1.00	\$400,000.00	
				CONSTRUCTION SURVEY	5%	\$20,000.00
				EROSION CONTROL	0%	\$0.00
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	5%	\$20,000.00
				DESIGN COSTS	10%	\$40,000.00
				TRAFFIC CONTROL	10%	\$40,000.00
				<b>Total</b>		<b>\$520,000.00</b>

**New EB Right Turn Lane - after interim fix for two EB through lanes**

2020039	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.	100	\$3.50	\$350.00
2020020	REMOVAL OF CONCRETE CURB	L. FT.	370	\$4.00	\$1,480.00
2020025	REMOVAL OF CONCRETE SIDEWALK	SQ. FT.	4,410	\$3.00	\$13,230.00
3030022	AGGREGATE BASE, CLASS 2	CU. YD.	90	\$75.00	\$6,750.00
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	120	\$95.00	\$11,400.00
7015051	OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	EACH	3	\$60.00	\$180.00
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L. FT.	930	\$1.50	\$1,395.00
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	1,310	\$0.50	\$655.00
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	0	\$0.50	\$0.00
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L.FT.	0	\$0.80	\$0.00
7050023	PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	3	\$300.00	\$900.00
7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	EACH	2	\$300.00	\$600.00
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.FT.	440	\$0.30	\$132.00
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L.FT.	0	\$0.30	\$0.00
9080085	CONCRETE CURB AND GUTTER	L. FT.	370	\$38.00	\$14,060.00
9080201	CONCRETE SIDEWALK (C-05.20)	SQ. FT.	4,410	\$3.00	\$13,230.00
9080296	CONCRETE SIDEWALK RAMP	EACH	0	\$2,000.00	\$0.00
				Subtotal	\$64,362.00

Estimated Contingency Items						
				CONSTRUCTION SURVEY	5%	\$3,218.10
				EROSION CONTROL	5%	\$3,218.10
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	10%	\$6,436.20
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	10%	\$6,436.20
				DESIGN COSTS	15%	\$9,654.30
				TRAFFIC CONTROL	10%	\$6,436.20
				<b>Total</b>		<b>\$99,761.10</b>

**Opinion of Probable Cost**  
**Group F - Improvements by others**  
**Route 66 Widening Woodlands Village Boulevard to Riordan Road - 3rd Through Lane**

Item No.	Description	Unit	Quantity	Unit Price	Cost
2020039	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.	550	\$3.50	\$1,925.00
2020020	REMOVAL OF CONCRETE CURB	L. FT.	700	\$4.00	\$2,800.00
2020025	REMOVAL OF CONCRETE SIDEWALK	SQ. FT.	5,600	\$3.00	\$16,800.00
3030022	AGGREGATE BASE, CLASS 2	CU. YD.	430	\$75.00	\$32,250.00
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	590	\$95.00	\$56,050.00
7015051	OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	EACH	3	\$60.00	\$180.00
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L. FT.	2,000	\$1.50	\$3,000.00
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	3,530	\$0.50	\$1,765.00
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	L.FT	0	\$0.50	\$0.00
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L.FT	0	\$0.80	\$0.00
7050023	PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	0	\$300.00	\$0.00
7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	EACH	0	\$300.00	\$0.00
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.FT	2,350	\$0.30	\$705.00
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L.FT	0	\$0.30	\$0.00
9080085	CONCRETE CURB AND GUTTER	L. FT.	700	\$38.00	\$26,600.00
9080201	CONCRETE SIDEWALK (C-05.20)	SQ. FT.	5,600	\$3.00	\$16,800.00
9080296	CONCRETE SIDEWALK RAMP	EACH	0	\$2,000.00	\$0.00
	RIGHT OF WAY ACQUISITION (2200 LF X 10 FT wide)	SQ FT.	22,000	\$30.00	\$660,000.00
Subtotal					\$818,875.00
<b>Estimated Contingency Items</b>					
	CONSTRUCTION SURVEY		2%		\$16,377.50
	EROSION CONTROL		2%		\$16,377.50
	MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION		10%		\$81,887.50
	CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)		10%		\$81,887.50
	DESIGN COSTS		10%		\$81,887.50
	TRAFFIC CONTROL		10%		\$81,887.50
<b>Total</b>					<b>\$1,179,180.00</b>

**Timber Sky Conceptual Roadway Design  
Opinion of Probable Cost  
Intersection of Milton Road & Route 66**

Item No.	Description	Unit	Quantity	Unit Price	Cost
	SB RIGHT TURN LANE	L SUM	1	\$100,000.00	\$100,000.00
	ROW Acquisition (50 LF x 12 ft of width)	SF	600	\$30.00	\$18,000.00
				CONSTRUCTION SURVEY	2% \$2,000.00
				EROSION CONTROL	2% \$2,000.00
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	10% \$10,000.00
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	10% \$10,000.00
				DESIGN COSTS	10% \$10,000.00
				TRAFFIC CONTROL	10% \$10,000.00
<b>Total</b>					<b>\$162,000.00</b>

	EXTEND NB LEFT TURN LANE	L SUM	1	\$10,000.00	\$10,000.00
				CONSTRUCTION SURVEY	10% \$1,000.00
				EROSION CONTROL	5% \$500.00
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	10% \$1,000.00
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	20% \$2,000.00
				DESIGN COSTS	15% \$1,500.00
				TRAFFIC CONTROL	20% \$2,000.00
<b>Total</b>					<b>\$18,000.00</b>

**Timber Sky Conceptual Roadway Design  
Opinion of Probable Cost**

**Intersection of Riordan Road & Route 66**

Item No.	Description	Unit	Quantity	Unit Price	Cost
	STRIPE NB LEFT TURN LANE	L SUM	1	\$15,000.00	\$15,000.00
	CONSTRUCTION SURVEY			10%	\$1,500.00
	EROSION CONTROL			5%	\$750.00
	CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)			20%	\$3,000.00
	DESIGN COSTS			0%	\$0.00
	TRAFFIC CONTROL			20%	\$3,000.00
	<b>TOTAL</b>				<b>\$23,250.00</b>
	STRIPE EB LEFT TURN LANE	L SUM	1	\$15,000.00	\$15,000.00
	CONSTRUCTION SURVEY			10%	\$1,500.00
	EROSION CONTROL			5%	\$750.00
	CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)			20%	\$3,000.00
	DESIGN COSTS			0%	\$0.00
	TRAFFIC CONTROL			20%	\$3,000.00
	<b>TOTAL</b>				<b>\$23,250.00</b>
	STRIPE WB LEFT TURN LANE	L SUM	1	\$15,000.00	\$15,000.00
	CONSTRUCTION SURVEY			10%	\$1,500.00
	EROSION CONTROL			5%	\$750.00
	CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)			20%	\$3,000.00
	DESIGN COSTS			0%	\$0.00
	TRAFFIC CONTROL			20%	\$3,000.00
	<b>TOTAL</b>				<b>\$23,250.00</b>
	NEW SIGNAL AT RIORDAN ROAD	L SUM	1	\$1,150,000.00	\$1,150,000.00
	CONSTRUCTION SURVEY			1%	\$11,500.00
	EROSION CONTROL			1%	\$11,500.00
	CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)			0%	\$0.00
	DESIGN COSTS			0%	\$0.00
	TRAFFIC CONTROL			10%	\$115,000.00
	<b>Total</b>				<b>\$1,288,000.00</b>

**Timber Sky Conceptual Roadway Design  
Opinion of Probable Cost**

**Woodlands & Route 66 New EB Right Turn Lane**

Item No.	Description	Unit	Quantity	Unit Price	Cost
	EB RIGHT TURN LANE ROADWAY ITEMS	L SUM	1	\$75,000.00	\$75,000.00
	SIGNAL MODIFICATION	L SUM	1	\$100,000.00	\$100,000.00
				Subtotal	\$175,000.00
				CONSTRUCTION SURVEY	2% \$3,500
				EROSION CONTROL	2% \$3,500.00
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	10% \$17,500.00
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	10% \$17,500.00
				DESIGN COSTS	10% \$17,500.00
				TRAFFIC CONTROL	10% \$17,500.00
				<b>Total</b>	<b>\$252,000.00</b>

**Timber Sky Conceptual Roadway Design  
Opinion of Probable Cost**

**Woodlands & Route 66 New EB Through Lane**

Item No.	Description	Unit	Quantity	Unit Price	Cost
2020039	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.	200	\$3.50	\$700.00
2020020	REMOVAL OF CONCRETE CURB	L. FT.	520	\$4.00	\$2,080.00
2020025	REMOVAL OF CONCRETE SIDEWALK	SQ. FT.	5,835	\$3.00	\$17,505.00
3030022	AGGREGATE BASE, CLASS 2	CU. YD.	200	\$75.00	\$15,000.00
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	200	\$95.00	\$19,000.00
7015051	OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	EACH	3	\$60.00	\$180.00
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L. FT.	3,900	\$1.50	\$5,850.00
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	4,860	\$0.50	\$2,430.00
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	800	\$0.50	\$400.00
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L.FT.	0	\$0.80	\$0.00
7050023	PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	0	\$300.00	\$0.00
7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	EACH	0	\$300.00	\$0.00
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.FT.	1,700	\$0.30	\$510.00
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L.FT.	1,100	\$0.30	\$330.00
9080085	CONCRETE CURB AND GUTTER	L. FT.	520	\$38.00	\$19,760.00
9080201	CONCRETE SIDEWALK (C-05.20)	SQ. FT.	5,835	\$3.00	\$17,505.00
9080296	CONCRETE SIDEWALK RAMP	EACH	3	\$2,000.00	\$6,000.00
	SIGNAL MODIFICATION (FOR WIDENING)	L SUM	1	\$100,000.00	\$100,000.00
Subtotal					\$207,250.00
				CONSTRUCTION SURVEY	2% \$4,145.00
				EROSION CONTROL	2% \$4,145.00
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	10% \$20,725.00
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	10% \$20,725.00
				DESIGN COSTS	10% \$20,725.00
				TRAFFIC CONTROL	10% \$20,725.00
<b>Total</b>					<b>\$298,440.00</b>

**Timber Sky Conceptual Roadway Design  
Opinion of Probable Cost**

**Route 66 WB Through Lane: Woodlands to Yale & Yale to Riordan<sup>(1)</sup>**

Item No.	Description	Unit	Quantity	Unit Price	Cost
2020039	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.	500	\$3.50	1,750.00
2020020	REMOVAL OF CONCRETE CURB	L. FT.	320	\$4.00	1,280.00
2020025	REMOVAL OF CONCRETE SIDEWALK	SQ. FT.	4,718	\$3.00	14,154.00
3030022	AGGREGATE BASE, CLASS 2	CU. YD.	430	\$75.00	32,250.00
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	650	\$95.00	61,750.00
7015051	OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	EACH	6	\$60.00	360.00
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L. FT.	2000	\$1.50	3,000.00
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	2990	\$0.50	1,495.00
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	1490	\$0.50	745.00
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	LF	720	\$0.80	576.00
7050023	PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	6	\$300.00	1,800.00
7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	EACH	3	\$300.00	900.00
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	LF	2500	\$0.30	750.00
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	LF	990	\$0.30	297.00
9080085	CONCRETE CURB AND GUTTER	L. FT.	320	\$38.00	12,160.00
9080201	CONCRETE SIDEWALK (C-05.20)	SQ. FT.	4,718	\$3.00	14,154.00
9080296	CONCRETE SIDEWALK RAMP	EACH	2	\$2,000.00	4,000.00
	Storm Drain Contingency	L SUM	1	\$100,000.00	100,000.00
	SIGNAL MODIFICATION (FOR WIDENING)	L SUM	1	\$100,000.00	100,000.00
	Subtotal				351,421.00
	CONSTRUCTION SURVEY			1%	\$3,514.21
	EROSION CONTROL			1%	\$3,514.21
	MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION			10%	\$35,142.10
	CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)			5%	\$17,571.05
	DESIGN COSTS			10%	\$35,142.10
	TRAFFIC CONTROL			10%	\$35,142.10
	<b>Total</b>				<b>\$481,446.77</b>

(1) Cost reflects two lanes in each direction of travel while the title refers to the improvement required by the TIA

Opinion of Probable Cost						
Woodlands & Route 66 Extend NB Left Turn Lane						
Item No.	Description	Unit	Quantity	Unit Price	Cost	
2020039	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.	0	\$3.50	\$0.00	
2020020	REMOVAL OF CONCRETE CURB	L. FT.	218	\$4.00	\$872.00	
2020025	REMOVAL OF CONCRETE MEDIAN	SQ. FT.	800	\$3.00	\$2,400.00	
3030022	AGGREGATE BASE, CLASS 2	CU. YD.	0	\$75.00	\$0.00	
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	0	\$95.00	\$0.00	
7015051	OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	EACH	6	\$60.00	\$360.00	
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L. FT.	800	\$1.50	\$1,200.00	
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	1,600	\$0.50	\$800.00	
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	0	\$0.50	\$0.00	
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L. FT.	0	\$0.80	\$0.00	
7050023	PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	6	\$300.00	\$1,800.00	
7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	EACH	0	\$300.00	\$0.00	
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.FT.	1,600	\$0.30	\$480.00	
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L.FT.	0	\$0.30	\$0.00	
9080085	CONCRETE CURB AND GUTTER	L. FT.	218	\$38.00	\$8,284.00	
9080201	CONCRETE MEDIAN	SQ. FT.	800	\$3.00	\$2,400.00	
9080296	CONCRETE SIDEWALK RAMP	EACH	0	\$2,000.00	\$0.00	
	CONCRETE (FOR MEDIAN)	SQ FT	800	\$8.00	\$6,400.00	
Subtotal					\$24,996.00	
				CONSTRUCTION SURVEY	10%	\$2,499.60
				EROSION CONTROL	5%	\$1,249.80
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	10%	\$2,499.60
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	20%	\$4,999.20
				DESIGN COSTS	15%	\$3,749.40
				TRAFFIC CONTROL	20%	\$4,999.20
Total					\$44,992.80	

Woodlands & Route 66 add 2nd NB Left Turn Lane						
Item No.	Description	Unit	Quantity	Unit Price	Cost	
2020039	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.	0	\$3.50	\$0.00	
2020020	REMOVAL OF CONCRETE CURB	L. FT.	218	\$4.00	\$872.00	
2020025	REMOVAL OF CONCRETE MEDIAN	SQ. FT.	800	\$3.00	\$2,400.00	
3030022	AGGREGATE BASE, CLASS 2	CU. YD.	0	\$75.00	\$0.00	
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	0	\$95.00	\$0.00	
7015051	OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	EACH	6	\$60.00	\$360.00	
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L. FT.	800	\$1.50	\$1,200.00	
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	1,600	\$0.50	\$800.00	
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	0	\$0.50	\$0.00	
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L.FT.	0	\$0.80	\$0.00	
7050023	PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	6	\$300.00	\$1,800.00	
7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	EACH	0	\$300.00	\$0.00	
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.FT.	1,600	\$0.30	\$480.00	
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L. FT.	0	\$0.30	\$0.00	
9080085	CONCRETE CURB AND GUTTER	L. FT.	218	\$38.00	\$8,284.00	
9080201	CONCRETE MEDIAN	SQ. FT.	800	\$3.00	\$2,400.00	
9080296	CONCRETE SIDEWALK RAMP	EACH	0	\$2,000.00	\$0.00	
	CONCRETE (FOR MEDIAN)	SQ FT	800	\$8.00	\$6,400.00	
	ROW Acquisition (assume 12 feet width X 400 feet)	SF	4,800	\$30.00	\$144,000.00	
Subtotal					\$168,996.00	
				CONSTRUCTION SURVEY	10%	\$2,499.60
				EROSION CONTROL	5%	\$1,249.80
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	10%	\$2,499.60
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	20%	\$4,999.20
				DESIGN COSTS	15%	\$3,749.40
				TRAFFIC CONTROL	20%	\$4,999.20
Total					\$188,992.80	

**Timber Sky Conceptual Roadway Design  
Opinion of Probable Cost**

**Woodlands & Route 66 Extend SB Left Turn Lane**

Item No.	Description	Unit	Quantity	Unit Price	Cost	
2020039	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.	0	\$3.50	\$0.00	
2020020	REMOVAL OF CONCRETE CURB	L. FT.	0	\$4.00	\$0.00	
2020025	REMOVAL OF CONCRETE MEDIAN	SQ. FT.	0	\$3.00	\$0.00	
3030022	AGGREGATE BASE, CLASS 2	CU. YD.	0	\$75.00	\$0.00	
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	0	\$95.00	\$0.00	
7015051	OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	EACH	0	\$60.00	\$0.00	
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L. FT.	800	\$1.50	\$1,200.00	
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	4,800	\$0.50	\$2,400.00	
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	0	\$0.50	\$0.00	
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L.FT.	720	\$0.80	\$576.00	
7050023	PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	0	\$300.00	\$0.00	
7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	EACH	0	\$300.00	\$0.00	
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.FT.	2,079	\$0.30	\$623.70	
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L.FT.	0	\$0.30	\$0.00	
9080085	CONCRETE CURB AND GUTTER	L. FT.	0	\$38.00	\$0.00	
9080201	CONCRETE MEDIAN	SQ. FT.	0	\$3.00	\$0.00	
9080296	CONCRETE SIDEWALK RAMP	EACH	0	\$2,000.00	\$0.00	
Subtotal					\$4,799.70	
				CONSTRUCTION SURVEY	10%	\$479.97
				EROSION CONTROL	5%	\$239.99
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	10%	\$479.97
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	20%	\$959.94
				DESIGN COSTS	15%	\$719.96
				TRAFFIC CONTROL	20%	\$959.94
<b>Total</b>					<b>\$8,639.46</b>	

**Timber Sky Conceptual Roadway Design  
Opinion of Probable Cost**

**Woody Mountain & Route 66 Extend NB Right Turn Lane**

Item No.	Description	Unit	Quantity	Unit Price	Cost
2020039	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.	100	\$3.50	\$350.00
2020020	REMOVAL OF CONCRETE CURB	L. FT.	0	\$4.00	\$0.00
2020025	REMOVAL OF CONCRETE SIDEWALK	SQ. FT.	0	\$3.00	\$0.00
3030022	AGGREGATE BASE, CLASS 2	CU. YD.	20	\$75.00	\$1,500.00
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	20	\$95.00	\$1,900.00
7015051	OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	EACH	4	\$60.00	\$240.00
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L. FT.	200	\$1.50	\$300.00
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	1,550	\$0.50	\$775.00
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	0	\$0.50	\$0.00
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L.FT.	200	\$0.80	\$160.00
7050023	PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	4	\$300.00	\$1,200.00
7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	EACH	0	\$300.00	\$0.00
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.FT.	600	\$0.30	\$180.00
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L.FT.	0	\$0.30	\$0.00
9080085	CONCRETE CURB AND GUTTER	L. FT.	0	\$38.00	\$0.00
9080201	CONCRETE SIDEWALK (C-05.20)	SQ. FT.	0	\$3.00	\$0.00
9080296	CONCRETE SIDEWALK RAMP	EACH	0	\$2,000.00	\$0.00
				Subtotal	\$6,605.00
				CONSTRUCTION SURVEY	10% \$660.50
				EROSION CONTROL	5% \$330.25
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	10% \$660.50
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	20% \$1,321.00
				DESIGN COSTS	15% \$990.75
				TRAFFIC CONTROL	20% \$1,321.00
				<b>Total</b>	<b>\$11,889.00</b>

**Timber Sky Conceptual Roadway Design  
Opinion of Probable Cost**

**Yale and Route 66 NB Left Turn Lane**

Item No.	Description	Unit	Quantity	Unit Price	Cost
2020039	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.	0	\$3.50	\$0.00
2020020	REMOVAL OF CONCRETE CURB	L. FT.	0	\$4.00	\$0.00
2020025	REMOVAL OF CONCRETE MEDIAN	SQ. FT.	0	\$3.00	\$0.00
3030022	AGGREGATE BASE, CLASS 2	CU. YD.	0	\$75.00	\$0.00
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	0	\$95.00	\$0.00
7015051	OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	EACH	0	\$60.00	\$0.00
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L. FT.	260	\$1.50	\$390.00
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	1,560	\$0.50	\$780.00
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	0	\$0.50	\$0.00
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L.FT.	0	\$0.80	\$0.00
7050023	PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	0	\$300.00	\$0.00
7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	EACH	0	\$300.00	\$0.00
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.FT.	520	\$0.30	\$156.00
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L.FT.	0	\$0.30	\$0.00
9080085	CONCRETE CURB AND GUTTER	L. FT.	0	\$38.00	\$0.00
9080201	CONCRETE MEDIAN	SQ. FT.	0	\$3.00	\$0.00
9080296	CONCRETE SIDEWALK RAMP	EACH	0	\$2,000.00	\$0.00
				Subtotal	\$1,326.00
				CONSTRUCTION SURVEY	10% \$132.60
				EROSION CONTROL	5% \$66.30
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	10% \$132.60
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	20% \$265.20
				DESIGN COSTS	15% \$198.90
				TRAFFIC CONTROL	20% \$265.20
				<b>Total</b>	<b>\$2,386.80</b>

**Timber Sky Conceptual Roadway Design  
Opinion of Probable Cost**

**Route 66: Railroad Springs to Thompson Westbound**

Item No.	Description	Unit	Quantity	Unit Price	Cost
2020039	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.	200	\$3.50	\$700.00
2020020	REMOVAL OF CONCRETE CURB	L. FT.	0	\$4.00	\$0.00
2020025	REMOVAL OF CONCRETE SIDEWALK	SQ. FT.	0	\$3.00	\$0.00
3030022	AGGREGATE BASE, CLASS 2	CU. YD.	200	\$75.00	\$15,000.00
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	200	\$95.00	\$19,000.00
7015051	OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	EACH	4	\$60.00	\$240.00
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L. FT.	2,000	\$1.50	\$3,000.00
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	900	\$0.50	\$450.00
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	0	\$0.50	\$0.00
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L.FT.	0	\$0.80	\$0.00
7050023	PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	0	\$300.00	\$0.00
7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	EACH	0	\$300.00	\$0.00
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.FT.	600	\$0.30	\$180.00
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L.FT.	0	\$0.30	\$0.00
9080085	CONCRETE CURB AND GUTTER	L. FT.	0	\$38.00	\$0.00
9080201	CONCRETE SIDEWALK (C-05.20)	SQ. FT.	0	\$3.00	\$0.00
9080296	CONCRETE SIDEWALK RAMP	EACH	0	\$2,000.00	\$0.00
Subtotal					\$38,570.00
				CONSTRUCTION SURVEY	5% \$1,928.50
				EROSION CONTROL	5% \$1,928.50
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	10% \$3,857.00
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	10% \$3,857.00
				DESIGN COSTS	20% \$7,714.00
				TRAFFIC CONTROL	20% \$7,714.00
<b>Total</b>					<b>\$65,569.00</b>

**Timber Sky Conceptual Roadway Design  
Opinion of Probable Cost**

**Route 66: Thompson to Woodlands Westbound**

Item No.	Description	Unit	Quantity	Unit Price	Cost
2020039	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.	400	\$3.50	\$1,400.00
2020020	REMOVAL OF CONCRETE CURB	L. FT.	0	\$4.00	\$0.00
2020025	REMOVAL OF CONCRETE SIDEWALK	SQ. FT.	0	\$3.00	\$0.00
3030022	AGGREGATE BASE, CLASS 2	CU. YD.	400	\$75.00	\$30,000.00
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	500	\$95.00	\$47,500.00
7015051	OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	EACH	5	\$60.00	\$300.00
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L. FT.	3,200	\$1.50	\$4,800.00
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	2,900	\$0.50	\$1,450.00
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	4,700	\$0.50	\$2,350.00
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L.FT.	1,200	\$0.80	\$960.00
7050023	PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	0	\$300.00	\$0.00
7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	EACH	0	\$300.00	\$0.00
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.FT.	2,700	\$0.30	\$810.00
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L.FT.	3,100	\$0.30	\$930.00
9080085	CONCRETE CURB AND GUTTER	L. FT.	0	\$38.00	\$0.00
9080201	CONCRETE SIDEWALK (C-05.20)	SQ. FT.	0	\$3.00	\$0.00
9080296	CONCRETE SIDEWALK RAMP	EACH	0	\$2,000.00	\$0.00
				Subtotal	\$90,500.00
				CONSTRUCTION SURVEY	5% \$4,525.00
				EROSION CONTROL	5% \$4,525.00
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	10% \$9,050.00
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	10% \$9,050.00
				DESIGN COSTS	15% \$13,575.00
				TRAFFIC CONTROL	10% \$9,050.00
				<b>Total</b>	<b>\$140,275.00</b>

**Timber Sky Conceptual Roadway Design  
Opinion of Probable Cost**

**Route 66: Thompson to Woodlands Eastbound**

Item No.	Description	Unit	Quantity	Unit Price	Cost
2020039	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.	300	\$3.50	\$1,050.00
2020020	REMOVAL OF CONCRETE CURB	L. FT.	0	\$4.00	\$0.00
2020025	REMOVAL OF CONCRETE SIDEWALK	SQ. FT.	0	\$3.00	\$0.00
3030022	AGGREGATE BASE, CLASS 2	CU. YD.	400	\$75.00	\$30,000.00
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	500	\$95.00	\$47,500.00
7015051	OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	EACH	0	\$60.00	\$0.00
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L. FT.	2,700	\$1.50	\$4,050.00
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	2,880	\$0.50	\$1,440.00
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	0	\$0.50	\$0.00
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L.FT.	600	\$0.80	\$480.00
7050023	PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	0	\$300.00	\$0.00
7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	EACH	0	\$300.00	\$0.00
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.FT.	2,320	\$0.30	\$696.00
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L.FT.	0	\$0.30	\$0.00
9080085	CONCRETE CURB AND GUTTER	L. FT.	0	\$38.00	\$0.00
9080201	CONCRETE SIDEWALK (C-05.20)	SQ. FT.	0	\$3.00	\$0.00
9080296	CONCRETE SIDEWALK RAMP	EACH	0	\$2,000.00	\$0.00
				<b>Subtotal</b>	<b>\$85,216.00</b>
				CONSTRUCTION SURVEY	5% \$4,260.80
				EROSION CONTROL	5% \$4,260.80
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	10% \$8,521.60
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	10% \$8,521.60
				DESIGN COSTS	15% \$12,782.40
				TRAFFIC CONTROL	10% \$8,521.60
				<b>Total</b>	<b>\$132,084.80</b>

**Timber Sky Conceptual Roadway Design  
Opinion of Probable Cost**

**Thompson & Route 66 - Extend Westbound Left Turn Lane**

Item No.	Description	Unit	Quantity	Unit Price	Cost
2020039	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.	0	\$3.50	\$0.00
2020020	REMOVAL OF CONCRETE CURB	L. FT.	0	\$4.00	\$0.00
2020025	REMOVAL OF CONCRETE SIDEWALK	SQ. FT.	0	\$3.00	\$0.00
3030022	AGGREGATE BASE, CLASS 2	CU. YD.	0	\$75.00	\$0.00
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	0	\$95.00	\$0.00
7015051	OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	EACH	3	\$60.00	\$180.00
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L. FT.	0	\$1.50	\$0.00
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	2,100	\$0.50	\$1,050.00
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	640	\$0.50	\$320.00
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L.FT.	0	\$0.80	\$0.00
7050023	PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	1	\$300.00	\$300.00
7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	EACH	2	\$300.00	\$600.00
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.FT.	700	\$0.30	\$210.00
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L.FT.	960	\$0.30	\$288.00
9080085	CONCRETE CURB AND GUTTER	L. FT.	0	\$38.00	\$0.00
9080201	CONCRETE SIDEWALK (C-05.20)	SQ. FT.	0	\$3.00	\$0.00
9080296	CONCRETE SIDEWALK RAMP	EACH	0	\$2,000.00	\$0.00
				Subtotal	\$2,948.00
				CONSTRUCTION SURVEY	10% \$294.80
				EROSION CONTROL	5% \$147.40
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	10% \$294.80
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	20% \$589.60
				DESIGN COSTS	15% \$442.20
				TRAFFIC CONTROL	20% \$589.60
				<b>Total</b>	<b>\$5,306.40</b>

**Timber Sky Conceptual Roadway Design**

**Opinion of Probable Cost**

**Route 66: Woody Mountain to Northwestern**

Item No.	Description	Unit	Quantity	Unit Price	Cost
2020039	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.		\$3.50	\$0.00
2020020	REMOVAL OF CONCRETE CURB	L. FT.	0	\$4.00	\$0.00
2020025	REMOVAL OF CONCRETE SIDEWALK	SQ. FT.	0	\$3.00	\$0.00
3030022	AGGREGATE BASE, CLASS 2	CU. YD.		\$75.00	\$0.00
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON		\$95.00	\$0.00
7015051	OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	EACH	3	\$60.00	\$180.00
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L. FT.	1,500	\$1.50	\$2,250.00
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	1,900	\$0.50	\$950.00
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	0	\$0.50	\$0.00
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L.FT.	240	\$0.80	\$192.00
7050023	PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	2	\$300.00	\$600.00
7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	EACH	1	\$300.00	\$300.00
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.FT.	1,500	\$0.30	\$450.00
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L.FT.	0	\$0.30	\$0.00
9080085	CONCRETE CURB AND GUTTER	L. FT.	0	\$38.00	\$0.00
9080201	CONCRETE SIDEWALK (C-05.20)	SQ. FT.	0	\$3.00	\$0.00
9080296	CONCRETE SIDEWALK RAMP	EACH	0	\$2,000.00	\$0.00
				<b>Subtotal</b>	<b>\$4,922.00</b>
				CONSTRUCTION SURVEY	10% \$492.20
				EROSION CONTROL	5% \$246.10
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	10% \$492.20
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	20% \$984.40
				DESIGN COSTS	15% \$738.30
				TRAFFIC CONTROL	20% \$984.40
				<b>Total</b>	<b>\$8,859.60</b>

**Timber Sky Conceptual Roadway Design  
Opinion of Probable Cost**

**Route 66: Railroad Springs to Thompson Eastbound**

Item No.	Description	Unit	Quantity	Unit Price	Cost
2020039	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.	500	\$3.50	\$1,750.00
2020020	REMOVAL OF CONCRETE CURB	L. FT.	0	\$4.00	\$0.00
2020025	REMOVAL OF CONCRETE SIDEWALK	SQ. FT.	0	\$3.00	\$0.00
3030022	AGGREGATE BASE, CLASS 2	CU. YD.	400	\$75.00	\$30,000.00
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	500	\$95.00	\$47,500.00
7015051	OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	EACH	0	\$60.00	\$0.00
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L. FT.	1,400	\$1.50	\$2,100.00
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	2,600	\$0.50	\$1,300.00
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	0	\$0.50	\$0.00
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L.FT.	0	\$0.80	\$0.00
7050023	PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	0	\$300.00	\$0.00
7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	EACH	0	\$300.00	\$0.00
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.FT.	1,800	\$0.30	\$540.00
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L.FT.	0	\$0.30	\$0.00
9080085	CONCRETE CURB AND GUTTER	L. FT.	0	\$38.00	\$0.00
9080201	CONCRETE SIDEWALK (C-05.20)	SQ. FT.	0	\$3.00	\$0.00
9080296	CONCRETE SIDEWALK RAMP	EACH	0	\$2,000.00	\$0.00
				Subtotal	\$83,190.00
				CONSTRUCTION SURVEY	5% \$4,159.50
				EROSION CONTROL	5% \$4,159.50
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	10% \$8,319.00
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	10% \$8,319.00
				DESIGN COSTS	15% \$12,478.50
				TRAFFIC CONTROL	10% \$8,319.00
				<b>Total</b>	<b>\$128,944.50</b>

**Timber Sky Conceptual Roadway Design  
Opinion of Probable Cost**

**Route 66: Woody Mountain Road to Railroad Springs Eastbound**

Item No.	Description	Unit	Quantity	Unit Price	Cost
2020039	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.	600	\$3.50	\$2,100.00
2020020	REMOVAL OF CONCRETE CURB	L. FT.	0	\$4.00	\$0.00
2020025	REMOVAL OF CONCRETE SIDEWALK	SQ. FT.	0	\$3.00	\$0.00
3030022	AGGREGATE BASE, CLASS 2	CU. YD.	600	\$75.00	\$45,000.00
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	850	\$95.00	\$80,750.00
7015051	OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	EACH	0	\$60.00	\$0.00
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L. FT.	2,300	\$1.50	\$3,450.00
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	4,200	\$0.50	\$2,100.00
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	0	\$0.50	\$0.00
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L.FT.	0	\$0.80	\$0.00
7050023	PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	0	\$300.00	\$0.00
7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	EACH	0	\$300.00	\$0.00
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.FT.	2,800	\$0.30	\$840.00
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L.FT.	0	\$0.30	\$0.00
9080085	CONCRETE CURB AND GUTTER	L. FT.	0	\$38.00	\$0.00
9080201	CONCRETE SIDEWALK (C-05.20)	SQ. FT.	0	\$3.00	\$0.00
9080296	CONCRETE SIDEWALK RAMP	EACH	0	\$2,000.00	\$0.00
				<b>Subtotal</b>	<b>\$134,240.00</b>
				CONSTRUCTION SURVEY	5% \$6,712.00
				EROSION CONTROL	5% \$6,712.00
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	10% \$13,424.00
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	10% \$13,424.00
				DESIGN COSTS	15% \$20,136.00
				TRAFFIC CONTROL	10% \$13,424.00
				<b>Total</b>	<b>\$208,072.00</b>

**Timber Sky Conceptual Roadway Design  
Opinion of Probable Cost**

**Intersection Signalization - Woody Mountain Road & Route 66**

Item No.	Description	Unit	Quantity	Unit Price	Cost
	NEW SIGNAL AT WOODY MOUNTAIN ROAD	L SUM	1	\$350,000.00	\$350,000.00
				1%	\$3,500.00
				0%	\$0.00
				0%	\$0.00
				5%	\$17,500.00
				10%	\$35,000.00
				10%	\$35,000.00
<b>Total</b>					<b>\$441,000.00</b>

**ORDINANCE NO. 2016-39**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 197.58 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 3425 WEST ROUTE 66 ON PARCEL NUMBERS 112-01-020 AND 112-02-021 FROM THE RURAL RESIDENTIAL (RR) ZONE TO THE SINGLE-FAMILY RESIDENTIAL (R1) ZONE FOR 100.48 ACRES, THE MEDIUM DENSITY RESIDENTIAL (MR) ZONE FOR 34.6 ACRES, THE HIGH DENSITY RESIDENTIAL (HR) ZONE FOR 38.97 ACRES, THE COMMERCIAL SERVICES (CS) ZONE FOR 10.02 ACRES AND THE PUBLIC OPEN SPACE (POS) ZONE FOR 13.51 ACRES AND APPLYING THE RESOURCE PROTECTION OVERLAY (RPO) ZONE TO 107.73 ACRES (APN 112-01-021) WITH CONDITIONS; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE**

**RECITALS:**

WHEREAS, VP 66 & Woody Mountain, LLC (the "Applicant") applied for a Zoning Map Amendment to rezone approximately 197.58 acres of land generally located at 3425 West Route 66, Coconino County, Arizona, a legal description of which is provided in Exhibit "A" attached hereto ("the Property"), in order to construct a 1300 residential dwelling unit development known as Timber Sky, including a mix of housing types with supporting commercial services and open space areas; and

WHEREAS, approximately 107.73 acres of the Property (APN 112-01-021) is located within Coconino County, Arizona and Applicant has petitioned to have the parcel annexed by the City through Annexation Ordinance No. 2016-38, which is being considered by the City Council concurrently with this Ordinance; and

WHEREAS, if Council adopts Annexation Ordinance 2016-38, the entirety of the Property will be zoned Rural Residential (RR); 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 zoning of the Property from the Rural Residential (RR) zone to the Single-family Residential (R1) Zone for 100.48 acres, the Medium Density (MR) Zone for 34.6 acres, the High Density Residential (HR) Zone for 38.97 acres, the Commercial Services (CS) Zone for 10.02 acres and Public Open Space (POS) Zone for 13.51 acres and apply the Resource Protection Overlay (RPO) zone to 107.73 acres (APN 112-01-021); and

WHEREAS, the Applicant conducted neighborhood meetings on December 8, 2015 and January 11, 2016, to discuss the proposed Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the present Zoning Map Amendment application following proper notice and public hearings on September 28, 2016 and October 12, 2016, 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, staff have 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;

**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 designation for the Property is hereby amended from the Rural Residential (RR) zone to the Single-family Residential (R1) Zone for 100.48 acres, the Medium Density (MR) Zone for 34.6 acres, the High Density Residential (HR) Zone for 38.97 acres, the

Commercial Services (CS) Zone for 10.02 acres and Public Open Space (POS) Zone for 13.51, as depicted in Exhibit "B", and applying the Resource Protection Overlay (RPO) zone to 107.73 acres (APN 112-01-021) 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. 2016-35 on November 15, 2016.

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. The subject property must be developed in accordance with the concept zoning plan and narrative dated August 12, 2016 for "Timber Sky" as presented with this rezoning request. The development of Timber Sky shall not exceed 1,300 dwelling units and shall have no less than 910 dwelling units within the residential zones. Allowed uses are limited to those included in the above referenced concept zoning plan.
2. If any use(s) within the concept zoning plan are proposed but were not modeled in the approved Traffic Impact Study or Water and Sewer Impact Analysis, a revised impact analysis must be prepared, approved and mitigated.
3. All other requirements of the Zoning Code and other City codes, ordinances and regulations, are met by the proposed development.
4. Applicant must install at their expense, with no financial obligation to the County, a left turn lane on Route 66 at Flagstaff Ranch Road in the County right-of-way in accordance with the recommendations of the approved Traffic Impact Analysis. Improvements must be designed to ADOT standards and installed prior to the issuance of the first building permit in Phase 1.
5. The public utility easement for the portion of the Westside Sewer Line Extension (Route 66 to I-40) across the subject property shall be provided as a dedication on the final plat for Phase 1.
6. Internal connections between Blocks must be provided to the greatest extent feasible with special attention to connections from each block to the designated open space/civic space areas as well as adjacent activity centers.
7. Each phase of the Timber Sky development must meet all requirements independently.

8. Applicant must grant permanent public pedestrian easements on all trails within the development of Timber Sky. Such easements must be shown on final plats.
9. A new Drainage Impact Analysis must be submitted and approved for the eastern side of the property if all drainage flows cannot be directed towards the westerly drainage corridor.
10. All terms, conditions, and restrictions detailed within the "Timber Sky Annexation and Development Agreement" must be fully satisfied.
11. If the applicant fails to obtain final plat approval for Phase 1 of Timber Sky, or obtain an extension of zoning within five (5) years of the effective date of the rezoning ordinance, the City Council may take action to revert the zoning back to the former classification of RR, Rural Residential District, per Section 10-20.50.060 of the *Zoning Code*.

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 the effective date of Ordinance No. 2016-38.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of November, 2016.

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY

Exhibit "A"

Legal Description of Property

Exhibit "B"

Legal Description of New Zoning Districts

**CITY OF FLAGSTAFF**  
**STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Tiffany Antol, Planning Development Manager  
**Date:** 10/24/2016  
**Meeting Date:** 11/15/2016



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**TITLE:**

**Consideration and Approval of Preliminary Block Plat:** Request from VP 66 & Woody Mountain LLC, for the subdivision of approximately 197.58 acres known as Timber Sky into 15 Blocks, eight (8) tracts and public rights-of-way within the Single-family Residential (R1) zone, Medium Density Residential (MR) zone, High Density Residential (HR) zone, Commercial Services (CS) zone, and Public Open Space (POS) zone.

**RECOMMENDED ACTION:**

The Planning and Zoning Commission recommends approving the Preliminary Block Plat with the conditions outlined in the staff summary.

**Executive Summary:**

This is a request for Preliminary Block Plat approval for 15 Blocks, eight (8) tracts, and the associated public rights-of-way for the development known as Timber Sky.

**Financial Impact:**

No financial liabilities are anticipated by the approval of this Preliminary Block Plat.

**Policy Impact:**

There are no policy impacts affiliated with this Preliminary Block Plat.

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

**COUNCIL GOALS:**

Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics  
Provide a well-managed transportation system

**REGIONAL PLAN:**

Staff identified the relevant Regional Plan Goals and Policies that could be applied to support or not support the proposed in association with the Concept Zoning Map Amendment. A list of those Goals and Policies, as well as a discussion and analysis, was provided in the Zoning Map Amendment staff report.

**Has There Been Previous Council Decision on This:**

The City Council has previously held one public hearing related to the Annexation and Concept Zoning Map Amendment associated with this property. A first reading of both ordinances occurred on November 1, 2016. Discussion and approval of this Preliminary Block Plat must occur after the second reading and adoption of both ordinances.

**Options and Alternatives:**

1. Approve the Preliminary Block Plat, as recommended by the Planning & Zoning Commission.
2. Approve the Preliminary Block Plat with new, modified or no conditions.
3. Deny the Preliminary Block Plat based on non-compliance with the Zoning Code, the Subdivision Code, and/or the Engineering Design Standards and Specifications for New Infrastructure.

**Background/History:**

Timber Sky is a proposed 1,300 residential dwelling unit development located in both the City of Flagstaff and Coconino County. The development proposes a mixture of high, medium, and single-family residential units combined with commercial service and open space on 197.58-acres. Currently, the eastern 90.4-acres of the property are located within the City of Flagstaff's city limits. The remaining 107.20-acres of the western portion of the site are within Coconino County's jurisdiction. An Annexation and Concept Zoning Map Amendment application are being processed concurrently with this Preliminary Block Plat application. If the Annexation and Concept Zoning Map Amendment are not approved, this Preliminary Block Plat application will be withdrawn with the council review.

The site is situated north and south between West Route 66 ("Route 66") and Interstate-40 and east and west between Woody Mountain Road and Flagstaff Ranch Road. The site slopes gently from south to north with most of the onsite drainage flowing toward an existing culvert under Route 66, which eventually discharges into the Clay Wash Detention Basin located north of Route 66. There are no designated floodplains on the site. In 2006, the property partially burned in a fire, leaving a 700-foot wide corridor of deforested land through the middle of the site. The remainder of the site is forested with Ponderosa Pine. The site has two pockets of slopes greater than 17% with other basalt rock outcrop features throughout the property. A large amount of fill placed on site, which has the appearance of a steep slope, will not be protected. An existing above ground 69 kV transmission line crosses the site in an east-west direction connecting to an existing APS substation at the southwestern corner of the property. The line is required to be undergrounded with the development of Timber Sky.

The applicant, Vintage Partners (VP, & Woody Mountain, LLC) is seeking Preliminary Block Plat approval for a 15 Block, eight (8) tract subdivision with an internal minor collector roadway to be developed in four phases. Each Block will be subdivided further into the individual lots that will be sold to homeowners. Preliminary and final plats will be reviewed and approved for each Block as the development proceeds. Phase 1 consists of Blocks 1, 2, 3A, 8 and 7A (northeastern portion of the site), Phase 2 consists of Blocks 5, 6 and 7B (southwestern portion of the site), Phase 3 consists of Blocks 3B and 4 (southeastern portion of the site) and Phase 4 consists of Blocks 9, 10, 11, 12, and 13 (northwestern portion of the site). The improvements affiliated with each phase will be described in depth below.

**Key Considerations:**

Timber Sky will be developed in four phases with both on-site and off-site infrastructure improvements. The following is a breakdown of the major on-site infrastructure improvements required for each proposed phase. See the phasing plan included within the narrative and preliminary plat. For detailed information related to the phasing and associated improvements see attached staff report to the Planning and Zoning Commission dated October 12, 2016.

**Community Benefits and Considerations:**

Community benefits and considerations are explained in detail in the attached Planning and Zoning Commission report dated October 12, 2016.

**Community Involvement:**

Inform. No public hearings or public outreach are required by either the Zoning Code or the Subdivision regulations as part of the preliminary subdivision plat review process.

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**Attachments:**     NRPP  
                          Plat  
                          Staff Report  
                          Narrative



Slope Resource Protection						
Block	Land Use	17-25% Slope Resource (acre)	Required Preservation %	Required Area to be Preserved (acre)	Conceptual Area to be Preserved	Conceptual Preservation %
1	HR	0.407	70%	0.2849	0.202	49.6%
4	R1	0.276	70%	0.1932	0.276	100.0%
<b>Totals:</b>		<b>1</b>		<b>0.478</b>	<b>0.478</b>	

Timber Sky - Overall Resource Protection Strategy					
Block	Land Use	Existing Tree Points	Required Preservation %	Required Points to be Preserved	Notes
1	Residential	0	47.5%	0	
2	Residential	159	47.5%	76	
3A	Residential	48	47.5%	23	
3B	Residential	514	47.5%	244	
4	Residential	4311	47.5%	2048	
5	Residential	644	47.5%	306	
6	Residential	2271	47.5%	1079	
7A	Residential	2122	47.5%	1008	
7B	Residential	1733	47.5%	823	
8	Residential	4227	47.5%	2008	
9	Residential	132	47.5%	63	
10	Residential	2672	47.5%	1269	
11	Residential	2294	47.5%	1090	
13	Residential	700	47.5%	333	
Tract B	Residential	716	47.5%	340	Community Ctr. / Civic Space
Tract H	Residential	108	47.5%	51	Entry Monument
12*	Commercial	2537	30.0%	761	
Tract A1	Public Lands	750	30.0%	225	Phase 1 Open Space / Drainage
Tract A2	Public Lands	878	30.0%	263	Phase 2 Open Space / Drainage
Tract C	Public Lands	724	30.0%	217	Open Space / Drainage
<b>Totals:</b>		<b>27,540</b>		<b>12,226</b>	

5% Reduction applied to Residential Parcels for Civic Space (10-30.60.060.B.1)  
 Trees within the Collector Right of Way are included within the Tree Point total for the adjacent Block  
 \* If Block 12 is developed residentially, 47.5% forest preservation shall be required. The additional protection will occur within Block 12.

Timber Sky - Phase 1 Resource Protection Strategy				
Block	Land Use	Existing Tree Points	Required Preservation %	Required Points to be Preserved
1	Residential	0	47.5%	0
2	Residential	159	47.5%	76
3A	Residential	48	47.5%	23
7A	Residential	2122	47.5%	1008
8	Residential	4227	47.5%	2008
Tract A1	Public Lands	750	30.0%	225
<b>Totals:</b>		<b>7,306</b>		<b>3,339</b>

Timber Sky - Phase 3 Resource Protection Strategy				
Block	Land Use	Existing Tree Points	Required Preservation %	Required Points to be Preserved
3B	Residential	514	47.5%	244
4	Residential	4311	47.5%	2048
Tract H	Residential	108	47.5%	51
<b>Totals:</b>		<b>4,933</b>		<b>2,343</b>

Timber Sky -Phase 2 Resource Protection Strategy				
Block	Land Use	Existing Tree Points	Required Preservation %	Required Points to be Preserved
5	Residential	644	47.5%	306
6	Residential	2271	47.5%	1079
7B	Residential	1733	47.5%	823
Tract B	Residential	716	47.5%	340
Tract A2	Public Lands	878	30.0%	263
Tract C	Public Lands	724	30.0%	217
<b>Totals:</b>		<b>6,966</b>		<b>3,029</b>

Timber Sky - Phase 4 Resource Protection Strategy				
Block	Land Use	Existing Tree Points	Required Preservation %	Required Points to be Preserved
9	Residential	132	47.5%	63
10	Residential	2672	47.5%	1269
11	Residential	2294	47.5%	1090
13	Residential	700	47.5%	333
12*	Commercial	2537	30.0%	761
<b>Totals:</b>		<b>8,335</b>		<b>3,515</b>

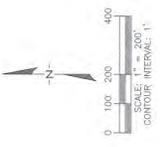
Timber Sky - Resource Protection Exemptions	
	FUTS Trail
	New Sewer Collector Easement- Regional Utility
	New APS Easements (Outside of R/W)- Regional Utility



PRELIMINARY NATURAL RESOURCE PROTECTION PLAN







CITY OF FLAGSTAFF  
ZONING = G

CITY OF FLAGSTAFF  
ZONING = SR

COCCHINO COUNTY  
CITY OF FLAGSTAFF

MIRAMONTE PRESIDIO LLC  
MIRAMONTE PRESIDIO  
ZONING = CS

SWIRE PACIFIC HOLDINGS, INC.  
INST. NO. 3075187  
ZONING = M-1

JOE & MARY SCHNEIDER  
INST. NO. 255164  
ZONING = G

FLAGSTAFF BRANCH  
BUSINESS PARK UNIT 2  
INST. NO. 3457467

BROOKSTONE VENTURES, LLC  
INST. NO. 3427467  
ZONING = M-1

LUKE INVESTORS PARTNERSHIP  
INST. NO. 3427467  
ZONING = M-1

LUKE INVESTORS PARTNERSHIP  
INST. NO. 3427467  
ZONING = M-1

LUKE INVESTORS PARTNERSHIP  
INST. NO. 3427467  
ZONING = M-1

LUKE INVESTORS PARTNERSHIP  
INST. NO. 3427467  
ZONING = M-1

ARIZONA PUBLIC  
SERVICE COMPANY

3" BRASS CAP "AZ HWY DEPT"  
1986 ELEV. 7076.133

POINT OF NON-TANGENT  
COMPOUND CURVATURE

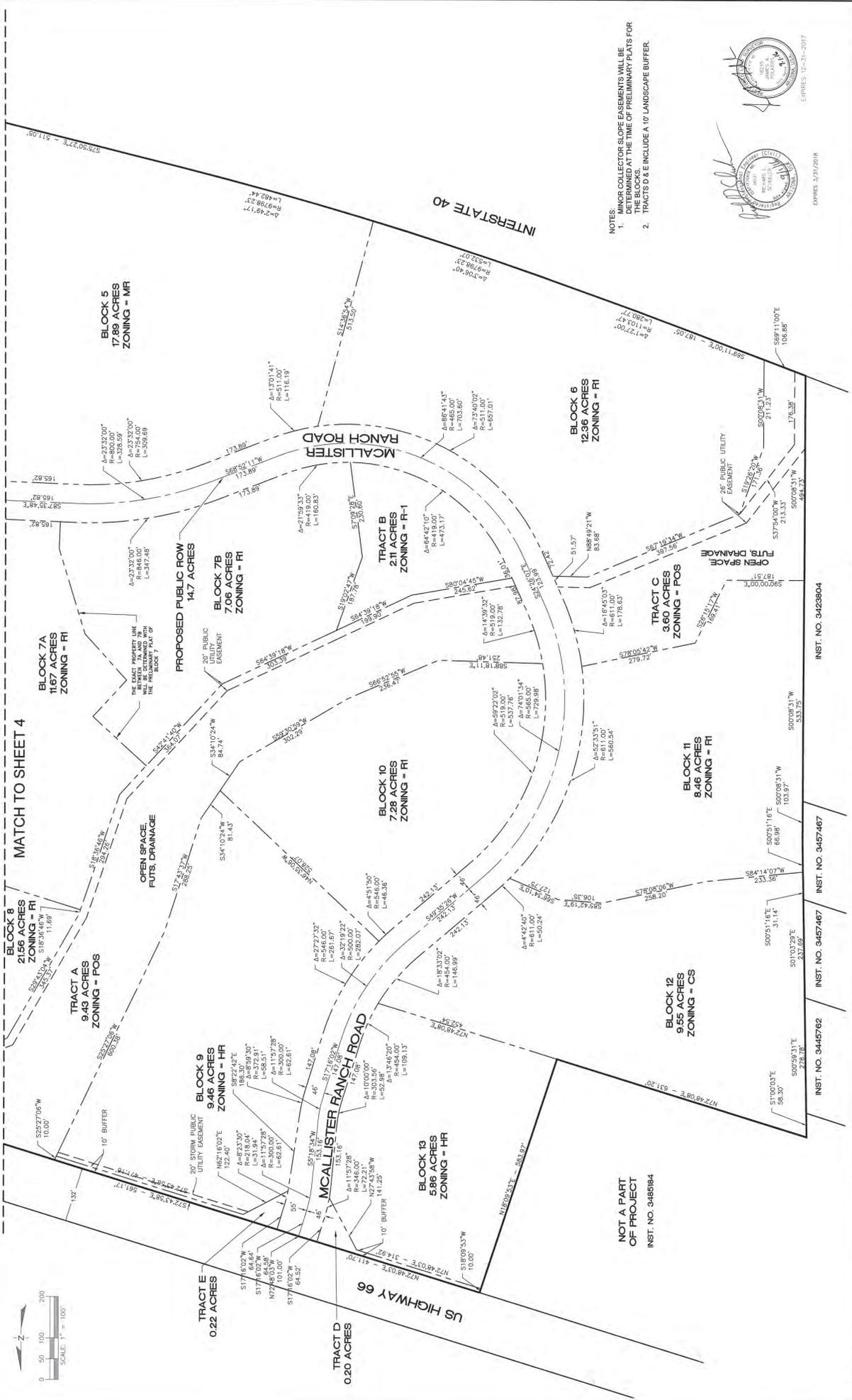
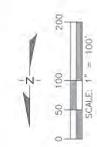
1-1/2" ALUM CAP "MIRAMONTE"  
1986 ELEV. 7076.133



**WOODSON**  
ENGINEERING & SURVEYING  
90116 WEA 114050 SHEET 2 OF 12

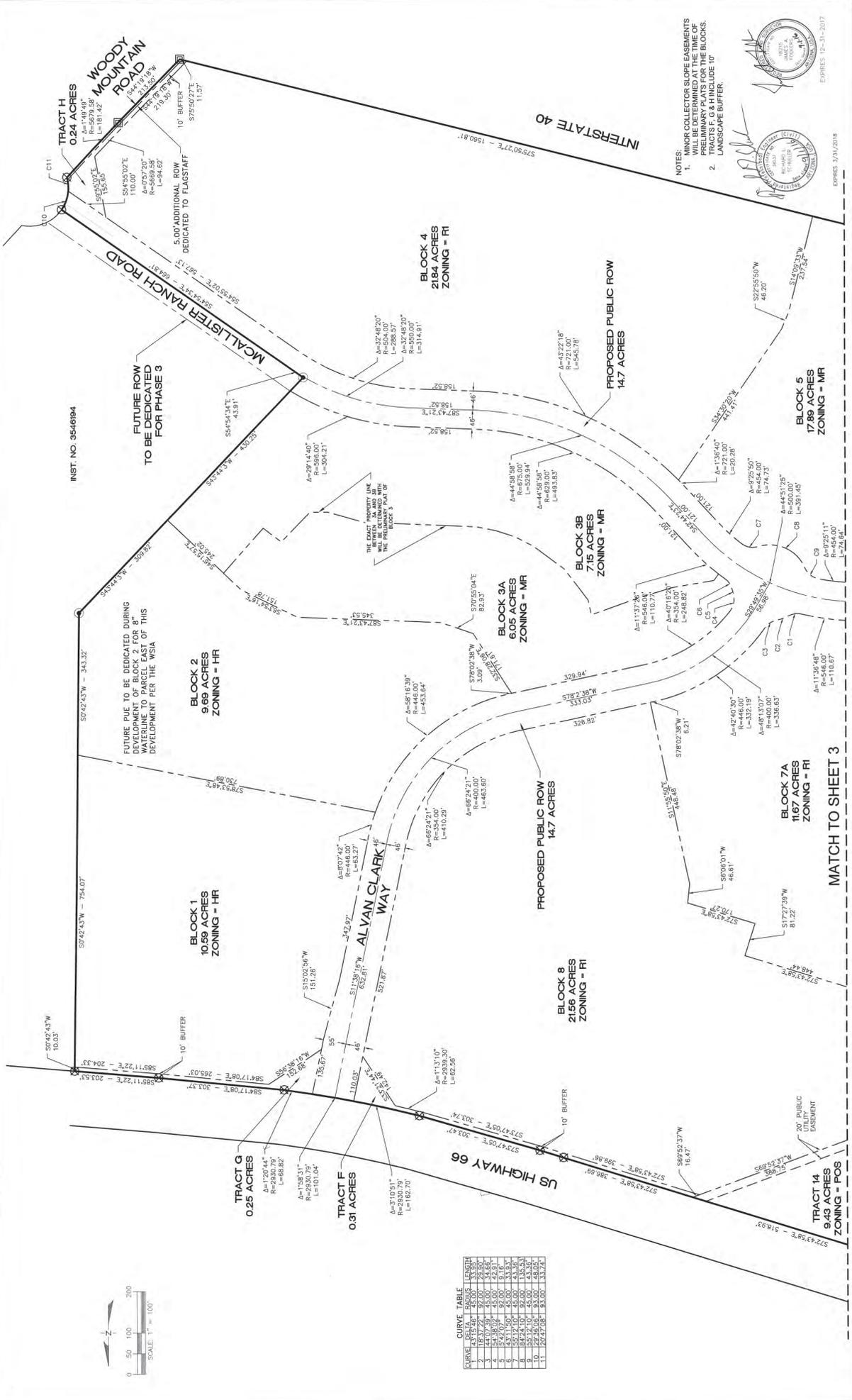
PRELIMINARY BLOCK PLAT  
EXISTING CONDITIONS





NOTES:  
 1. ALL SURVEY COLLECTOR'S SCOPE EASEMENTS WILL BE IDENTIFIED AT THE TIME OF PRELIMINARY PLATS FOR THE BLOCKS.  
 2. TRACTS D & E INCLUDE A 10' LANDSCAPE BUFFER.





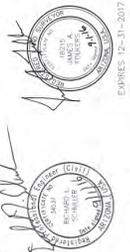
INST. NO. 35-46184



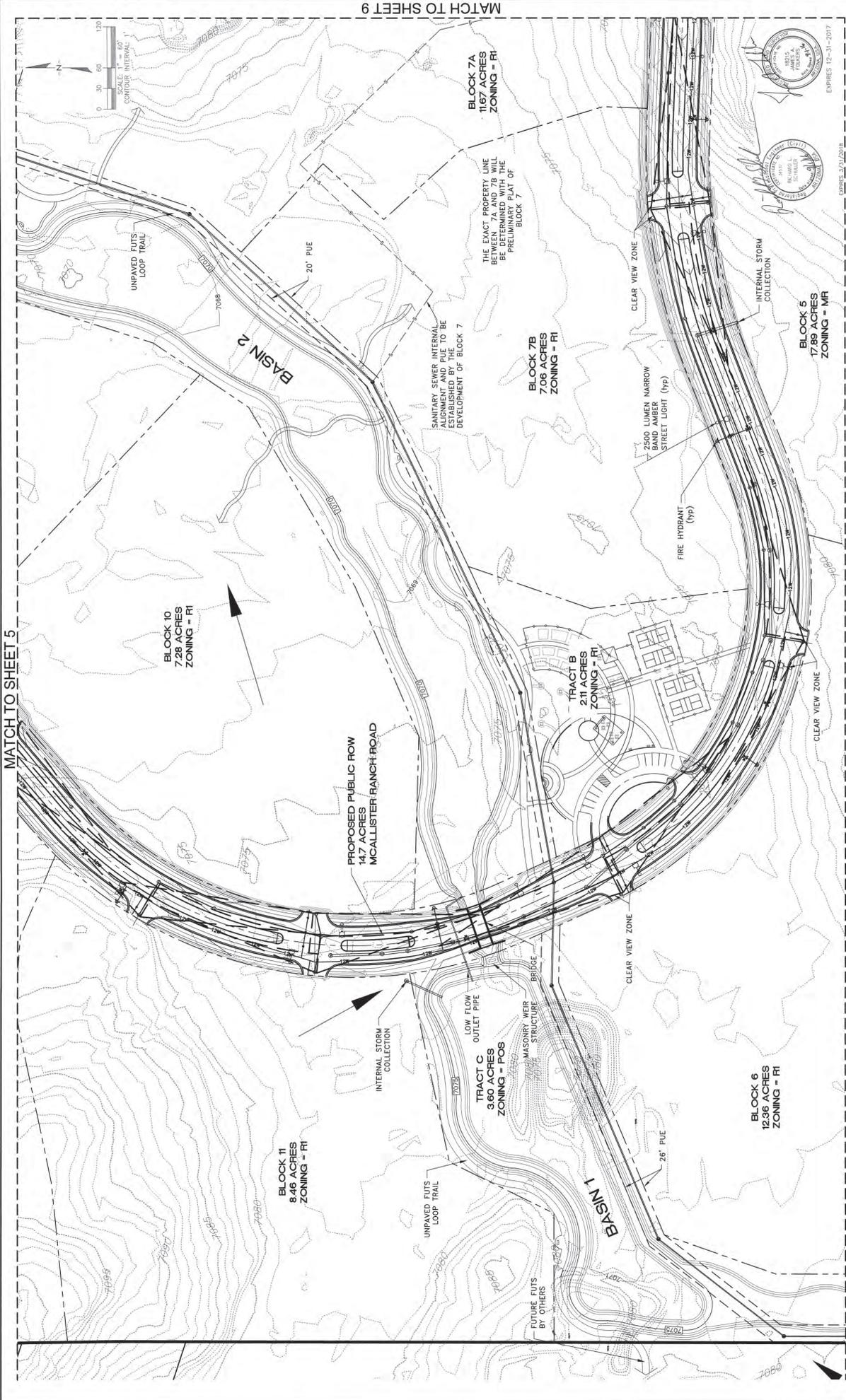
**CURVE TABLE**

STATION	DELTA	RADIUS	LENGTH
1	183.722	52.00	79.90
2	183.722	52.00	79.90
3	44.079	42.00	14.66
4	52.470	52.00	18.16
5	52.470	52.00	18.16
6	52.470	52.00	18.16
7	52.470	52.00	18.16
8	82.241	42.00	13.54
9	82.241	42.00	13.54
10	223.650	52.00	48.00
11	223.650	52.00	48.00
12	223.650	52.00	48.00
13	223.650	52.00	48.00
14	223.650	52.00	48.00
15	223.650	52.00	48.00
16	223.650	52.00	48.00
17	223.650	52.00	48.00
18	223.650	52.00	48.00
19	223.650	52.00	48.00
20	223.650	52.00	48.00
21	223.650	52.00	48.00
22	223.650	52.00	48.00
23	223.650	52.00	48.00
24	223.650	52.00	48.00
25	223.650	52.00	48.00
26	223.650	52.00	48.00
27	223.650	52.00	48.00
28	223.650	52.00	48.00
29	223.650	52.00	48.00
30	223.650	52.00	48.00
31	223.650	52.00	48.00
32	223.650	52.00	48.00
33	223.650	52.00	48.00
34	223.650	52.00	48.00
35	223.650	52.00	48.00
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37	223.650	52.00	48.00
38	223.650	52.00	48.00
39	223.650	52.00	48.00
40	223.650	52.00	48.00
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42	223.650	52.00	48.00
43	223.650	52.00	48.00
44	223.650	52.00	48.00
45	223.650	52.00	48.00
46	223.650	52.00	48.00
47	223.650	52.00	48.00
48	223.650	52.00	48.00
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64	223.650	52.00	48.00
65	223.650	52.00	48.00
66	223.650	52.00	48.00
67	223.650	52.00	48.00
68	223.650	52.00	48.00
69	223.650	52.00	48.00
70	223.650	52.00	48.00
71	223.650	52.00	48.00
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97	223.650	52.00	48.00
98	223.650	52.00	48.00
99	223.650	52.00	48.00
100	223.650	52.00	48.00

NOTES:  
 1. FOR COLLECTOR SLOPE EASEMENTS WILL BE DETERMINED AT THE TIME OF PRELIMINARY PLATS FOR THE BLOCKS.  
 2. TRACTS F, G & H INCLUDE 10' LANDSCAPE BUFFER.







MATCH TO SHEET 5

MATCH TO SHEET 7

MATCH TO SHEET 9

**WOODSON**  
ENGINEERING & SURVEYING

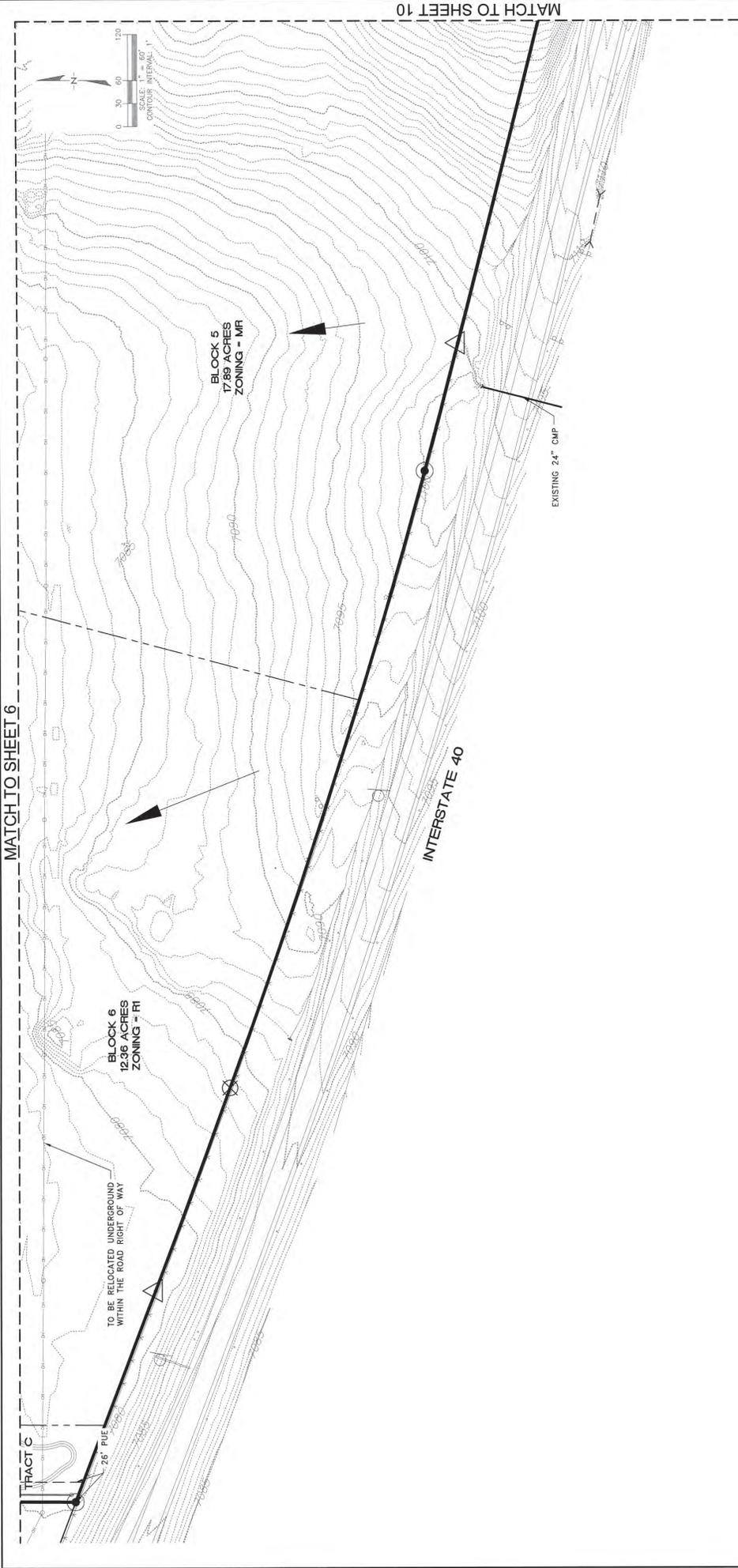
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SURVEYING

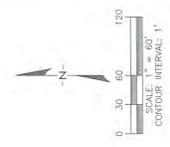
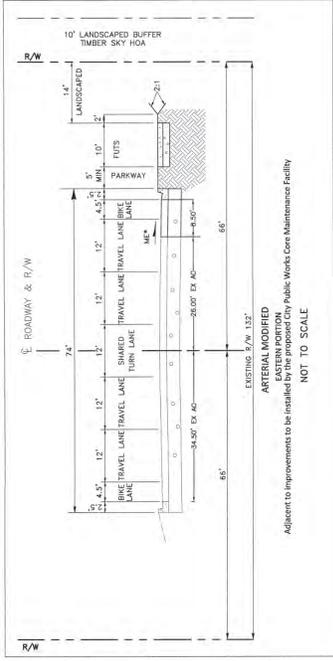
9/01/16 WEA# 114050 SHEET 6 OF 12

EXPIRES 12-31-2017

PRELIMINARY  
PROPOSED PLANS

**TIMBER SKY**

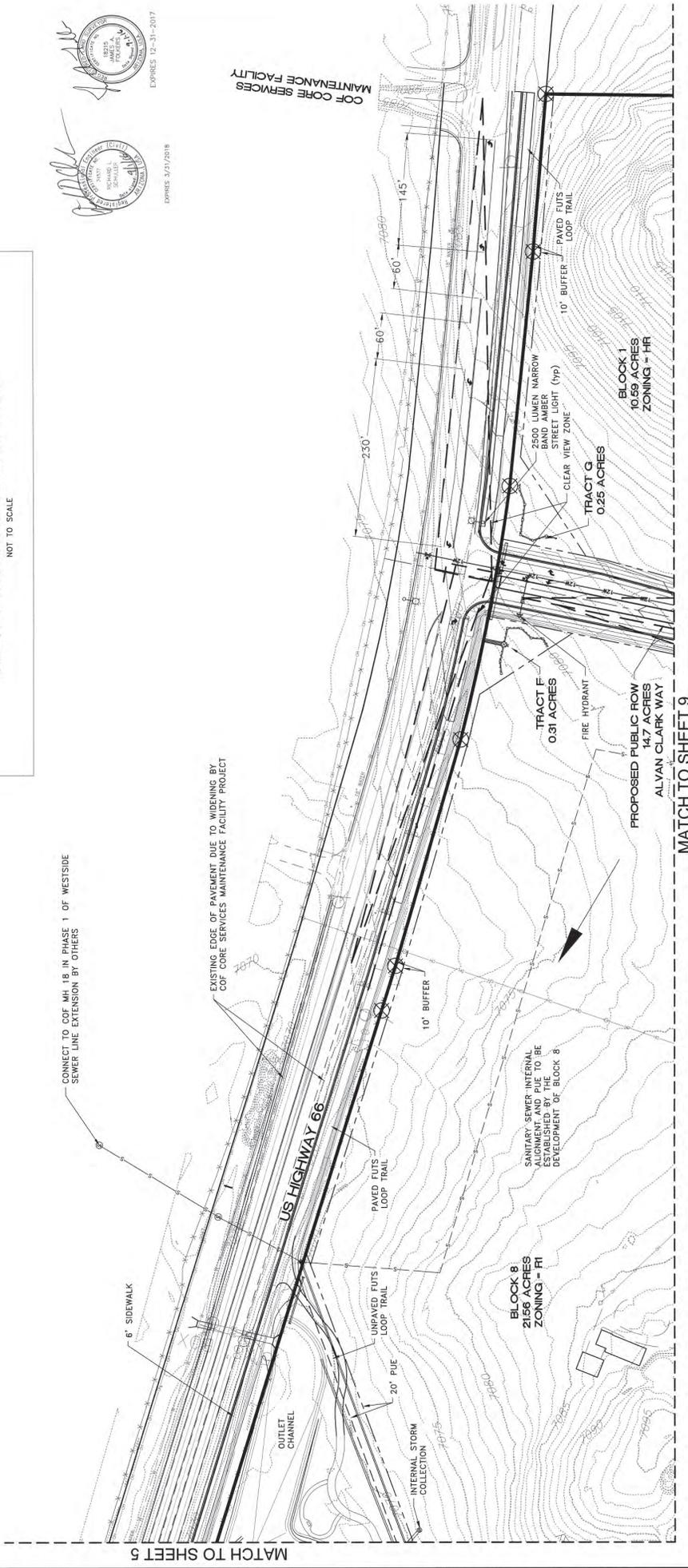




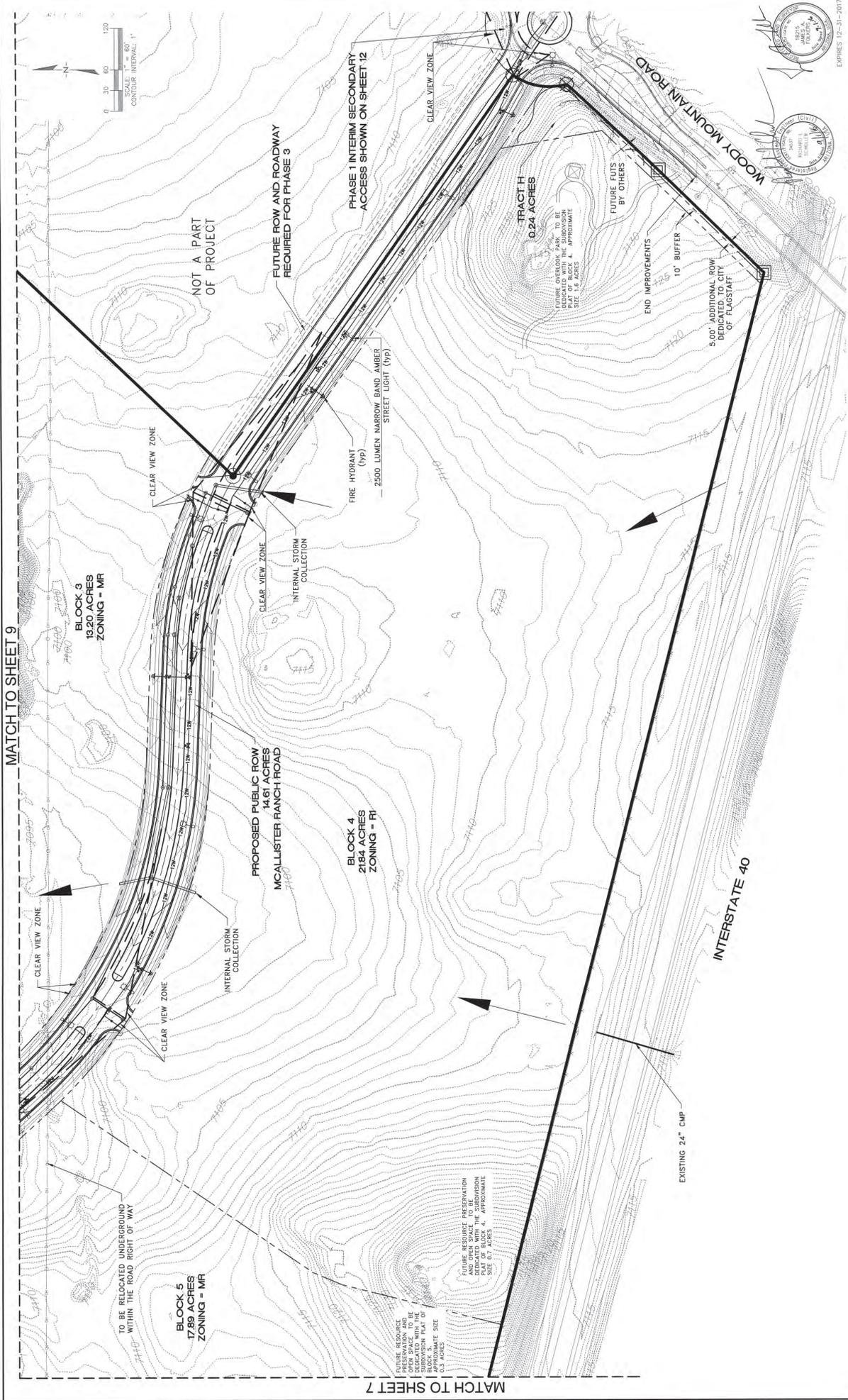
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Professional Engineer Seal: JOHN J. WOODSON, No. 10000, State of Florida, Mechanical Engineering, Exp. 5/31/2019

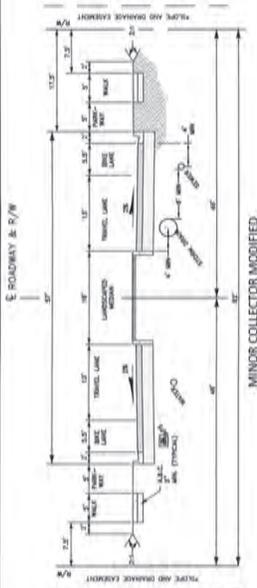
CONNECT TO COF MH 18 IN PHASE 1 OF WESTSIDE  
SEWER LINE EXTENSION BY OTHERS



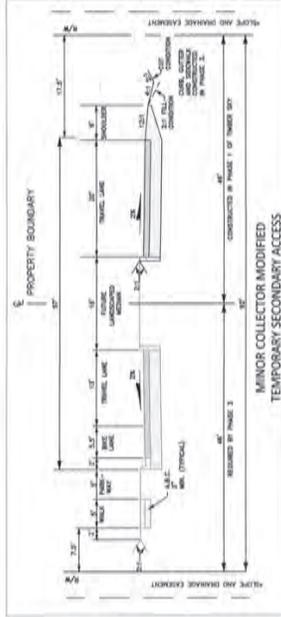




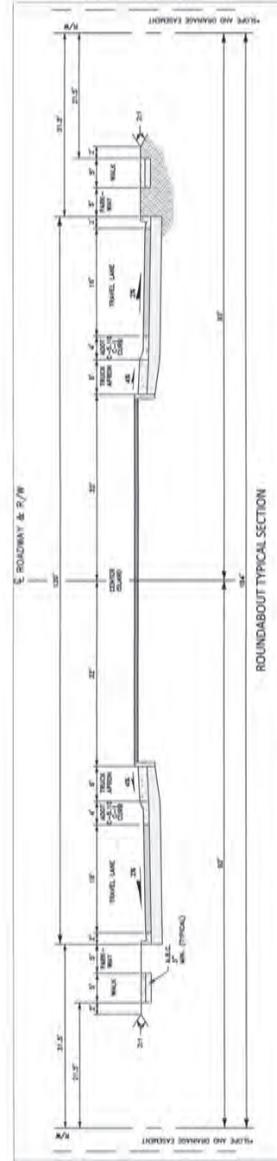
NOTES: SHALL ONLY REFER TO PLANT DECORATIONS ALL LANDSCAPE TRIM AND LANDSCAPING WITHIN BLOCKS-OF-WAY MAINTAINED BY THE DEVELOPER. ALL LANDSCAPING SHALL BE MAINTAINED BY THE DEVELOPER. LANDSCAPING AREAS SHALL BE MAINTAINED IN A CLEAN, WEED FREE CONDITION. \*SLOPE AND DRAINAGE EASEMENT, IF APPLICABLE, SHALL BE MAINTAINED AT THE TIME OF FINAL PLATING AND IMPROVEMENT PLAN PREPARATION.



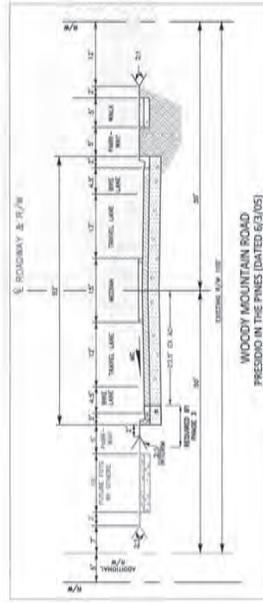
MINOR COLLECTOR MODIFIED



MINOR COLLECTOR MODIFIED TEMPORARY SECONDARY ACCESS



ROUNDABOUT TYPICAL SECTION



WOODY MOUNTAIN ROAD PRESIDIO IN THE PINES (DATED 6/3/05)



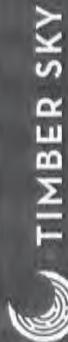
EXEMPT 12-31-2017  
EXEMPT 3/17/2018



**WOODSON**  
ENGINEERING & SURVEYING

9/23/05 WEF 114650 SHEET 11 OF 12

PRELIMINARY BLOCK PLAT - TYPICAL STREET CROSS-SECTIONS





**PLANNING & DEVELOPMENT SERVICES REPORT  
PRELIMINARY BLOCK PLAT**

**PZ-15-00115-04**

**DATE:** October 6, 2016  
**MEETING DATE:** October 12, 2016  
**REPORT BY:** Tiffany Antol, AICP

**REQUEST:**

A request for Preliminary Block Plat approval for Timber Sky located at 3425 West Route 66 within the Single-family Residential (R1) zone, Medium Density Residential (MR) zone, High Density Residential (HR) Zone, Commercial Services (CS) zone, and Public Open Space (POS) zone.

**STAFF RECOMMENDATION:**

Staff recommends the Planning and Zoning Commission forward the Preliminary Block Plat to the City Council with a recommendation of approval subject to conditions.

**PRESENT LAND USE:**

The subject site consists of mostly undeveloped land located in West Flagstaff. A former ranch house with accessory structures is centrally located within the subdivision boundaries.

**PROPOSED LAND USE:**

Timber Sky is a 1,300 residential dwelling unit development on 197.58 acres. The development is intended to provide a mix of housing types with supporting commercial services and open space areas. The Preliminary Block Plat consists of 15 Blocks, eight (8) Tracts and public right-of-ways.

**NEIGHBORHOOD DEVELOPMENT:**

North: West Route 66; Clay Avenue Wash Detention Basin owned by the City of Flagstaff in the Rural Residential (RR) Zone;  
East: Vacant land in the Rural Residential (RR) Zone and General (G) Zone under Coconino County jurisdiction;  
South: I-40; W.L. Gore Woody Mountain Campus in the Research and Development (RD) Zone;  
West: Vacant land and an APS substation in the Commercial Heavy (CH-10,000) Zone, Vacant land and the Coca-Cola plant in the Light Industrial (M1-10,000) Zone, and Vacant land in the General (G) Zone all under Coconino County jurisdiction.

**REQUIRED FINDINGS:**

The Planning and Zoning Commission shall find the proposed Preliminary Block Plat meets the requirements of City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications.

**STAFF REVIEW:**

**Introduction**

Timber Sky is a proposed 1,300 residential dwelling unit development located in both the City of Flagstaff and Coconino County. The development proposes a mixture of high, medium, and single-family residential units combined with commercial service and open space on 197.58-acres. Currently, the eastern 90.4-acres of the property are located within the City of Flagstaff's city limits. The remaining 107.20-acres of the western portion of the site are within Coconino County's jurisdiction. An Annexation and Concept Zoning Map Amendment application are being processed concurrently with this Preliminary Block Plat application. If the Annexation and Concept Zoning Map Amendment are not approved, this Preliminary Block Plat application will be withdrawn with the council review.

The site is situated north and south between West Route 66 ("Route 66") and Interstate-40 and east and west between Woody Mountain Road and Flagstaff Ranch Road. The site slopes gently from south to north with most of the onsite drainage flowing toward an existing culvert under Route 66, which eventually discharges into the Clay Wash Detention Basin located north of Route 66. There are no designated floodplains on the site. In 2006, the property partially burned in a fire, leaving a 700-foot wide corridor of deforested land through the middle of the site. The remainder of the site is forested with Ponderosa Pine. The site has two pockets of slopes greater than 17% with other basalt rock outcrop features throughout the property. A large amount of fill placed on site, which has the appearance of a steep slope, will not be protected. An existing above ground 69 kV transmission line crosses the site in an east-west direction connecting to an existing APS substation at the southwestern corner of the property. The line is required to be undergrounded with the development of Timber Sky.

The applicant, Vintage Partners (VP, & Woody Mountain, LLC) is seeking Preliminary Block Plat approval for a 15 Block, eight (8) tract subdivision with an internal minor collector roadway to be developed in four phases. Each Block will be subdivided further into the individual lots that will be sold to homeowners. Preliminary and final plats will be reviewed and approved for each Block as the development proceeds. Phase 1 consists of Blocks 1, 2, 3A, 8 and 7A (northeastern portion of the site), Phase 2 consists of Blocks 5, 6 and 7B (southwestern portion of the site), Phase 3 consists of Blocks 3B and 4 (southeastern portion of the site) and Phase 4 consists of Blocks 9, 10, 11, 12, and 13 (northwestern portion of the site). The improvements affiliated with each phase will be described in depth below.

**Flagstaff Regional Plan 2030**

The site falls within Future Employment, Future Suburban, and Future Urban Area Types. The Future Employment Area Type and Future Suburban Area type overlay one another on the western edge of the site. In the instances of overlapping area types, the property owner may elect to utilize either. The majority of the development proposed is suburban with pockets of higher density and a piece of commercial to support both area types. The applicant has located higher densities of residential development in the Future Urban Area Type but the overall density for the project has been averaged over the entire site. For a detailed Regional Plan analysis, see the Concept Zoning Map Amendment staff report.

**ZONING REQUIREMENTS**

The property is the process of being rezoned from Rural Residential (RR) to Single-family Residential (R1), Medium Density Residential (MR), High Density Residential (HR), Commercial Services (CS), and Public Open Space (POS). The proposed development of 1,300 single-family lots is within the density required by the *Flagstaff Zoning Code* (Section 10-40.30.030). The average gross density proposed for this project is based on

the applicant's self-imposed cap of 1,300 dwelling units, which averages to 6.57 dwelling units per acre. The Code includes minimum densities that must be achieved for the property, in this case that would be no less than 910 dwelling units, which average to 4.61 dwelling units per acre. The standards for the individual lots will be determined with the platting of each individual Block.

This Preliminary Block Plat was reviewed and approved with conditions by the Inter-Division Staff on September 22, 2016.

### **Natural Resources**

The portion of the site that is currently located within the City limits is located within the Resource Protection Overlay (RPO) zone and the portion of the site to be annexed will be added to the RPO zone. A Natural Resource Protection Plan (NRPP) was provided in conjunction with this Preliminary Block Plat. Resources on the site include moderate slopes, forest, and basalt rock outcroppings indicative of volcanic vents. The NRPP submitted with the Preliminary Block Plat application identifies both slope and forest resource protection standards. Section 10-30.60.090.B.1 (page 30.60-19) of the Zoning Code allows a five (5%) percent reduction in the forest and/or slope resource preservation when civic space is provided within the development. This reduction is shown on all the residentially zoned parcels within the development, so that the 50% required forest preservation rate is reduced to 47.5%. The commercial and open space zoned parcels have the same forest preservation rate of 30%. The applicant, however, has not applied the five (5%) percent reduction to these sites. Reductions have not been applied to the slopes in any zoning category. Resource calculation standards for slope, floodplain, and forest resources do not apply to the right-of-way of major utility facilities per Section 10-50.90.020.B (page 50.90-2) of the Zoning Code. In this case, the regional sewer line easement, FUTS easement, 69 kV easements, and franchise agreement areas have been included in the allowed exemptions. The specific resources to be protected have not yet been identified with this Preliminary Block Plat. The preserved resources will be identified with the platting/site plan review of the individual Blocks. The resources disturbed as part of the collector roadway system will be included with each adjacent Block as it is subdivided.

### **SYSTEMS ANALYSIS:**

#### **Access and Traffic**

The approved Timber Sky Traffic Impact Analysis (TIA) dated June 23, 2016, was prepared by CivTech, and was reviewed by the City, Coconino County, and ADOT. The Concept Zoning Map Amendment staff report details the off-site roadway improvements that are required in order to mitigate the impacts of traffic generated by Timber Sky. This report will focus on the details in relation to the on-site improvements as required by the Preliminary Block Plat.

The primary access to Timber Sky is provided from Route 66 and Woody Mountain Road. Two access points are proposed along Route 66, one on either side of the drainage way that bisects the property. A third access point is located along Woody Mountain Road at the intersection of Presidio Drive South in the southeast corner of the site. Route 66 will require widening to a five-lane arterial road section in each direction. The applicant is responsible for building the half-street improvements along their frontage on Route 66 per ADOT and City standards. The south side of the roadway will be improved to include two 12 foot thru lanes, a four and a half (4.5) foot bike lane, a five (5) foot parkway, and a ten (10) foot concrete Flagstaff Urban Trail System (FUTS) trail in Phase 1. The edge improvements from the open space/drainage corridor west include a six (6) foot sidewalk in place of the FUTS within Phase 4, which turns south into the development. The City has requested an in-lieu contribution for the edge improvements along Woody Mountain Road until other improvements are made along this right-of-way.

The Preliminary Block Plat proposes two modified minor collector streets identified as McAllister Ranch Road and Alvan Clark Way, which are intended to provide the primary circulation for the individual Blocks. These internal collector roadways have a proposed right-of-way width of 92 feet with a 16-foot landscaped median. This is 22 feet wider than the City standard right-of-way for a minor collector roadway and five (5) feet wider than the standard median, which was conditionally approved through an engineering variance request. The proposed section has two 13-foot travel lanes with five and a half (5.5) foot bike lanes. The travel lane, bike lane, and gutter pan on one side of the median provides the 20-foot required fire department access. The intersection of the two collectors terminate at the center of the subdivision with a roundabout. A five (5) foot concrete sidewalk is located on both sides of the roadway and is separated from the back of curb by a five (5) foot landscaped parkway. The sidewalks will be allowed to meander and the parkway may be reduced where necessary to preserve existing trees. The Homeowner's Association will be responsible for the maintenance of all landscaping within the right-of-way including the median, roundabout, parkways and behind the sidewalks.

Each proposed residential and commercial Block would have direct access to the collector roadway. The Blocks are sufficient in width to accommodate a minimum of one, and in most cases two, full access points to the collector roadway. At the time of Final Block Plat for each phase of Timber Sky, an addendum to the TIA based on the final lot layout and densities will be prepared to determine the need for right or left turn lanes on the collector roadways into the Blocks. Left turn lanes will be accommodated within the proposed medians however right turn lanes will require the dedication of an additional five and half (5.5) feet of right-of-way from each Block when necessary. Vehicle connectivity between blocks will be provided when feasible and will be provided to those Blocks with only one point of full access to the collector roadway.

Because the length of the collector road (approximately 1870 feet) within Phase 1 exceeds 1200 feet in length and will serve more than 50 dwelling units, a secondary access road is required to be provided. The secondary access road required for Phase 1 will be satisfied by constructing one half of the collector roadway that is within the limits of Phase 3 (from the new internal roundabout to the existing roundabout at Woody Mountain Road and Presidio Drive South). The secondary access requirements for Phase 2 will be determined with the final layout and design of the individual Blocks within that Phase. If the internal road layout does not satisfy the requirements of the Fire Department, the remaining portion of the full collector roadway (from the internal roundabout to Route 66) must be constructed in Phase 2 rather than in Phase 4.

## **Water and Wastewater**

Civil Design & Engineering, Inc., on behalf of the City of Flagstaff Utilities Department, prepared the Water and Wastewater Impact Analysis (WSIA). The analysis is based on the demands generated by Timber Sky and residential dwelling cap of 1,300 units.

### **Water**

The closest source of Zone A+ water for this site includes an 18-inch waterline within Route 66 along the northern property boundary and a 12-inch waterline located in Woody Mountain Road. These existing Zone A+ waterlines are fed by the Railroad Spring tank and a booster pump located in the Railroad Springs Subdivision. A minimum of three connections will need to be made to the existing distribution system for this development. A looped water system will be required from Route 66 to Woody Mountain Road. Each of the Blocks within Timber Sky will be connected to the water main within the internal collector roadways. The water system will be extended in coordination with the phasing and as needed for the individual Blocks. The applicant will also be required to allow for future accessibility to adjacent undeveloped parcels as noted on the Preliminary Block Plat.

The proposed Timber Sky development will create water supply demands that the current City of Flagstaff water resources cannot provide. The applicant will be required to construct a well or multiple wells necessary

to meet the proposed developments' average daily usage and dedicate the well(s) to the City of Flagstaff. Because of the limitation of 1,300 total dwelling units, Timber Sky will be required to install a new well(s), on the city water system that produce at least 260.5 gallons per minute (gpm). Any well provided must produce a minimum of 200 gpm and be furnished with a well house. It is the applicant's responsibility to obtain the appropriate land right-of-way to place the well(s). The City may issue building permits for up to 420,000 gallons per day of peak water demand, which is equivalent to approximately 480 single-family residential units (Phase 1). Before any further building permits are issued, the applicant must have installed the required new well(s) capacity. If the well(s) installed has a capacity greater than the required 260.5 gpm then the applicant may be reimbursed a prorated amount by the City. This reimbursement potential is covered in the development agreement for this project.

### **Wastewater**

The Water and Wastewater Impact Analysis identified two possible connection points to the City sewer system. The nearest existing sewer line is located along Woody Mountain Road where there is an eight (8) inch PVC sewer main. The second is the yet-to-be constructed Westside Sewer line extension to the existing 18-inch PVC sewer interceptor location in Adirondack Avenue (Railroad Springs). The Rio De Flag Wastewater Treatment Plant, which is currently operating below maximum capacity, will treat all sewage collected in these lines.

Modification to the existing sewer collection system will be required for the Timber Sky development. The first improvement includes off-site replacement of the eight (8) inch sewer line with an 18-inch sewer line for a stretch of approximately 3,100 feet along Thompson Street and West Kaibab. This is a planned City of Flagstaff project that is budgeted for fiscal year 2021 with a budget of \$1.4 million. Because Timber Sky intends to develop the first phase in 2017 with homes needing certificates of occupancy in early 2018, Timber Sky will need to build this sewer in advance of the City timeline. The applicant has requested that the funding for this improvement be moved to fiscal year 2020, making funds available July 2019. The development agreement includes a provision that a reconsideration of the project funding may be considered subject to future City Council approval.

The second off-site improvement includes installation of the 18-inch sewer line connecting Adirondack Avenue (Railroad Springs) to the project site. This reach of the proposed Westside Sewer line extension is approximately 5,170 feet in length and runs along the Clay Avenue Wash adjacent to McAllister Ranch. Turner Engineering, Inc. prepared construction plans for this extension. The City is constructing a new Public Works Core Maintenance Facility on the north side of Route 66 across from the Timber Sky development and intends to build the first leg of the Westside Sewer line extension to approximately 300 feet north of Route 66 (Manhole #18). Timber Sky will be required to build the next leg of the sewer from Manhole #18 to the Timber Sky development in order to gain sewer service. The sewer line will be completed in its entirety during Phase 2; however, the applicant has agreed to provide the full easement for this regional sewer line through their property in conjunction with the Phase 1 Final Block.

Both off-site improvements are required to be completed prior to the issuance of the first building permit. All water and wastewater systems for the project are required to be designed and constructed per the City's Engineering Design Standards and Specifications.

### **Stormwater**

Woodson Engineering & Surveying completed a Drainage Impact Analysis and Preliminary Drainage Report for Timber Sky. In lieu of a downstream analysis, the project has elected to store the volumetric flow difference between the pre-development conditions and the post-development conditions on-site. Timber Sky will have an open space corridor that will manage major portions of the stormwater on the project site. A series of retention basins will be constructed along the flowline through the property. These basins will convey on-site and off-site

flows from the west and south of the project site with an outlet to an existing box culvert under Route 66. The box culvert discharges flow to the Clay Wash Detention Basin located north of Route 66 within the Rio De Flag watershed area. Minor portions of the east side of project site currently discharge to two culverts under Woody Mountain Road across private property. The flow from this portion of the site will either be redirected west to the same outfall as the remainder of the project or will be discharged in a similar condition and at rates at or below the existing pre-development flow rates to avoid impact of downstream property. The preferred option is for the stormwater to be directed west rather than following the existing flow patterns to help alleviate existing downstream flooding.

Low Impact Development (LID) requirements are being met in several ways. The water quality aspects of the LID requirements are being met in the upper reaches of the site at the discharge points of impervious surface areas. The use of bio-retention areas on single-family lots are proposed to meet the requirements for the residential impervious areas. Maintenance of the bio-retention areas on single-family lots will be the responsibility of the Homeowners Association. These maintenance requirements have been added to the development agreement for this project. The commercial and high-density Blocks (1, 2, 9, 12, and 13) will be responsible for construction of their own on-site stormwater management facilities to address LID requirements.

### **Parks, Open Space, Pedestrian, and Bicycle Facilities**

The City of Flagstaff Parks and Recreation Organization Master Plan identifies a future community scale park (20+ acres) on or near the subject property. The *Flagstaff Regional Plan 2030* does not identify a park at this location. While zoning regulations do require some type of open space areas, they do not require the dedication of land and facilities for the development of public parks. In order to offset the parks and recreation demands for the future Timber Sky residents, active and passive recreation amenities have been incorporated into both the civic and open space requirements. Those amenities include a community center with BBQ grills, picnic tables, a pavilion, sports courts, and walking trails.

The Zoning Code requires residential development in the High Density and Medium Density Zones, or projects in any zone utilizing the Planned Residential (PRD) option, and commercial development in the Commercial Services Zone to provide 15% of the total site as open space. Resource preservation areas including slopes and forests may be used to satisfy this standard and includes active and passive recreation uses, landscape areas, and community gardens. In addition, Section 10-30.60.060.B.1.b of the Zoning Code (Page 30.60-11) requires developments with 50 or more dwelling units to provide a minimum of five (5%) percent of the site as civic space. A total of 9.98-acres of civic space are required for this project. The open space requirement is more difficult to calculate because it is undetermined how many Blocks will utilize the PRD option. Based on zoning categories alone, a total of 12.53-acres of open space are required. The project intends to provide a total of 14.73-acres of open space and 11.54 acres of civic space.

On-site pedestrian and bicycle circulation will be provided per the City Engineering Standards in conjunction with the proposed collector level roadway that will serve the interior of the project. A conceptual connectivity plan was provided in conjunction with the Concept Zoning Map Amendment request to show how internal site connections could function. Final locations for these connections will be determined during the site plan/plat review of the individual Blocks. Flagstaff Urban Trail System (FUTS) trails will be provided along a portion of Route 66 as part of the first phase development of Timber Sky. A portion of the FUTS is required along Woody Mountain Road but the City has requested an in-lieu contribution for this improvement until other improvements can be made to this right-of-way. This plat is providing an additional five (5) feet of right-of-way along Woody Mountain Road in order to adequately accommodate the FUTS trail in relation to the future minor arterial roadway section. Additionally, a FUTS trail will be provided through the open space corridor shown for this site. This trail will connect with the larger loop trail that is intended to circle the City. Staff will

work with the applicant during the site plan/plat review to ensure that adequate facilities for pedestrians and bicycles are accommodated.

## **PROJECT PHASING**

Timber Sky will be developed in four phases with both on-site and off-site infrastructure improvements. The following is a breakdown of the major on-site infrastructure improvements required for each proposed phase. See the phasing plan included within the narrative and preliminary plat.

### **Phase 1**

The first phase of development includes Blocks 1, 2, 8, 3A and 7A. In order to provide access to these Blocks, the collector roadway will be constructed from Route 66 to and including the interior roundabout. Entry monuments at Route 66 and right-of-way landscaping will be provided in conjunction with the development of the collector road. A temporary 20-foot-wide secondary access road will be provided from the internal roundabout to the existing roundabout at Woody Mountain Road and Presidio Drive South. This 20-foot road is essentially half of the proposed collector roadway that will be completed with Phase 3. Half-street improvements along the Route 66 frontage of Timber Sky will be constructed from the eastern property boundary to the end of the Phase 1 Blocks. The Loop FUTS Trail within the open space/drainage corridor will be constructed to the end of Phase 1 within the center of the proposed development.

Phase 1 utility improvements will include all off-site sewer improvements identified in the Water and Wastewater Impact Analysis. Timber Sky will then construct the sewer main from the Core Services Maintenance Facility north of Route 66 to the end of the Phase 1 Final Block Plat. The public utility easement for the Westside Sewer line extension through the Timber Sky development will be dedicated to the City on the Final Block Plat for Phase 1. Blocks 7A and 8 will design and construct the interior sewers needed for their development along with providing connectivity to the eastern Blocks 1, 2 and 3. The sewer mains within the collector roadway will be constructed to provide interconnections between Blocks. During the construction of the roundabout, casings will be installed to allow for the utility mains needed in future phases. On-site water utility improvements include a 12-inch water main in the collector roadway from the existing main in Route 66 to the proposed roundabout, continuing with a 12-inch water main under the secondary access road to the existing main in Woody Mountain Road. An eight (8) inch waterline stub (final location to be determined at time of platting/site plan review) will be provided to the undeveloped parcel to the east of Timber Sky during the design and development of Block 2.

Phase 1 stormwater improvements will include the construction of Pond 3 and a portion of Pond 2. The storm drain system will be constructed within the collector roadway to convey stormwater flows from the eastern Blocks to the drainage corridor. A storm drain system will be built in Blocks 7 and 8 to convey stormwater from the eastern Blocks to the drainage corridor. Low Impact Development (LID) included in Phase 1 are the bio-retention areas on single-family lots, extended detention basins, and bio-retention areas for the residential impervious areas including roadways.

### **Phase 2**

The second phase of development includes Blocks 5, 6 and 7B. Access to these Blocks will be provided via the collector roadway from the interior roundabout to the drainage crossing to the west. Due to the fact that the length of this roadway segment is in excess of 1200 feet, Timber Sky will coordinate with the Fire Department to provide an inter connection through the residential blocks to provide secondary access. If the alternative design cannot be agreed upon with the Fire Department, the full westerly collector section will be completed to Route 66. The bridge crossing on the collector roadway along with the community center will be completed in Phase 2. The Loop FUTS trail will be completed within Phase 2 beginning at the section built in Phase 1, running to the south across the collector roadway to the western boundary of the site.

Phase 2 utilities include the 12-inch water main in the collector roadway from the roundabout to the drainage crossing. To create a looped system, the water main will be extended along the collector roadway alignment to connect to the 18-inch waterline in Route 66. Timber Sky is likely to exceed the peak water demand allowance of 420,000 gallons per day in this phase and will be required to develop well(s) per the WSIA. The remainder of the Westside Sewer line extension within the open space corridor and outside of the drainage basins will be extended to the southern property line. Blocks 5 and 6 will build internal wastewater collection systems that flow to a sewer main within the collector roadway. The main in the roadway will be sized to include future flows from Block 4 in Phase 3. Block 7B will connect directly to the Westside Sewer line.

Included in this phase is the undergrounding of the existing 69 kV overhead power line that bisects the site. The line will be relocated within the collector roadway.

Stormwater improvements include the construction of Pond 1 and the remaining portion of Pond 2. The roadway crossing with a bridge will be constructed in Phase 2 to complete the connection between basins. Low Improvement Development (LID) included in Phase 2 are similar to those provided in Phase 1.

### **Phase 3**

The third phase of development includes Block 3B and 5. Access to these blocks will be provided by completing the collector roadway from the internal roundabout to the Woody Mountain Road and Presidio Drive South intersection. The Overlook Park will be developed as part of Phase 3 in Block 4 and is intended to include trails and a small ramada. Frontage improvements will be made along Woody Mountain Road to match the existing Presidio in the Pines improvements on the east side. The typical section will include curb, gutter, and entry monuments. Only internal waterlines to the Blocks will be required during this phase. The sewer main necessary for this phase will be constructed within the collector roadway and connected to the section already installed in Phase 2.

Stormwater improvements include a storm drain system extension with the roadway to carry the stormwater from these blocks to the drainage basin corridor. Low Impact Development included in Phase 3 are similar to those provided in Phase 1 and 2.

### **Phase 4**

The fourth phase of development includes Blocks 9, 10, 11, 12 and 13. Access to these Blocks will be provided by completing the collector roadway out to Route 66. The remainder of the frontage improvements along Route 66 will be improved to align with the future five lane arterial section. The waterline to service the Blocks was completed in Phase 2 and only internal waterlines will be built during this phase. The sewer main needed for these Blocks will be constructed in the collector roadway and then run through Block 9 to connect to a stub between drainage Ponds 2 and 3 from the Westside Sewer line. Blocks 11, 12, and 13 will connect to the main in the collector roadway. Blocks 9 and 10 will connect directly to the Westside Sewer line. Stormwater and Low Impact Development improvements are similar to Phase 3.

### **RECOMMENDATION:**

Staff recommends the Planning and Zoning Commission forward the Preliminary Block Plat for Timber Sky to the City Council with a recommendation for approval with the following conditions:

1. The final plats for each phase shall be in substantial conformance with the preliminary plat. Each phase of the Timber Sky plat must meet all requirements independently.

2. The public utility easement for the Westside Sewer line extension (Route 66 to I-40) across the subject property must be provided as a dedication on the final plat for Phase 1.
3. Internal vehicle and pedestrian connections between Blocks must be provided to the greatest extent feasible with special attention to connections from each Block to the designated open space/civic space areas as well as adjacent activity centers.
4. Permanent public pedestrian easements on all trails within the Timber Sky Subdivision must be granted and shown on all final plats.
5. All drainage flow must be directed to the internal drainage corridor to the greatest extent feasible.

**ATTACHMENTS:**

- Application
- Preliminary Block Plat Narrative
- Preliminary Block Plat (12 sheets, 24x36")
- Preliminary Natural Resource Protection Plan



# TIMBER SKY

Preliminary Block  
Plat Narrative

September 1, 2016

Case # PZ-15-00115



VINTAGE  
PARTNERS

# Preliminary Block Plat Narrative

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# Project Introduction

Timber Sky was conceived as a master planned community for Flagstaff. The concept, designs and amenities all flow from the Flagstaff lifestyle and commitments. The community celebrates the rural beauty and rugged character of Northern Arizona from the integration of the roadway system into the existing topography, the proposed land uses strategically located to reduce disturbance of the existing trees, the preservation of the natural features and vegetation, the community amenities which appeal to the culturally diverse Flagstaff residents, and the entry monumentation design which incorporates two strong historical aspects of the City, the timber industry and star gazing.

One of Flagstaff's commitments is the preservation of the dark skies. Flagstaff is one of eleven International Dark Sky Cities. Timber Sky is designed to become the finest dark skies compliant master planned community in the state. In fact, it is our intention to meet and exceed the City's Zone 1 lighting standards. We will do this by creating a coalition of consultants, community activists and the astronomy community contributing to set a new standard in dark skies development. Chris Luginbuhl and the team from the Naval Observatory Flagstaff Station (NOFS) have worked closely with Vintage Partners to design, plan and codify through our development agreement and the CC&Rs a lighting vision that will control all development on Timber Sky throughout the life of the project.

Timber Sky was also conceived as "Flagstaff friendly" through its amenities design. The amenities at Timber Sky reflect this commitment by having a daytime focus that is athletic, outdoor and affordable. Golf and other expensive, second-home market pursuits are not a part of the community program. The Timber Sky amenities are accessible to the average Flagstaff full-time resident and include a potential dog park, Community gardens, Pickle Ball courts, trail systems as well as a widened internal collector roadway corridor.

Another way Timber Sky will target Flagstaff residents is to address the current run-away housing costs in Flagstaff. One of the primary project goals is to deliver housing at nearly 50% of the current median home price - thus opening up home ownership to many more Flagstaff residents. Currently many City staff, first-responders, educators and many other residents either rent or commute. These factors continue to drive up the resale market making it even more difficult for long-time Flagstaff residents to purchase a home. Timber Sky will not completely solve the housing problem, but by offering housing product starting in the low \$200's (based on today's market conditions), it will add a meaningful supply of housing accessible to some of the most important members of our community.

Timber Sky is a unique master planned offering to the residents of Flagstaff with a goal of protecting the dark skies as well the true Flagstaff lifestyle and the economic future of the city by delivering work force housing. By creating a thoughtful partnership with the Dark Skies community, the County and the City can work together to deliver this desperately needed community to the benefit of local residents and the long-term economic wellbeing of Flagstaff and the greater Northern Arizona region.

# Preliminary Block Plat Narrative

## Project Application / Reason for Request

Timber Sky is a proposed master planned community on a partially wooded site just south of Route 66 and west of Woody Mountain Road. A team of consultants have designed a community with a mixture of high density, medium density and single family residential combined with commercial service on the 197.58 acre site. The site is located in both the City of Flagstaff and Coconino County limits. The owner has applied for the annexation of the remaining area including the adjacent section of West Route 66 into the City to plan and develop both properties in a single jurisdiction. Together, the properties become Timber Sky.

The existing zoning is Rural Residential (RR) for the City of Flagstaff portion of the site and General (G) for the portion of the site currently in Coconino County. A request to change the current zoning was submitted to the City of Flagstaff.

The purpose of this Application is to request approval of a Preliminary Block Plat for the Timber Sky planned community.

## Proposed Lot Sizes / Land Uses

The proposed Zoning Map Amendment, submitted under separate cover, would allow a mixture of High Density Residential (HR), Medium Density Residential (MR), Single Family Residential (R1), Commercial Service (CS) and Public Open Space (POS), with the placement of the Resource Protection Overlay (RPO) over the entire project.

The community is designed to cluster the proposed high and medium density residential development on the area of the site deforested by the 2006 wildfire and no longer have a high concentration of existing trees. In addition the higher density housing is located closest to the primary access points to the community near Route 66.

The proposed single family residential development is located in the area of the site not affected by the wildfire and is a naturally wooded area. The lower density residential was located for the least disturbance of the existing trees and located in the highest concentration of existing trees with a circumference greater than 25 inches.

The Commercial Services land was provided to enable the development of compatible commercial services to compliment the community, subject to market demands, and/or may be developed as residential uses as provided for the in Commercial Services (CS) zone.

## Primary Access and Interior Circulation

The site was chosen for development because of its immediate vehicular access to Route 66 and Woody Mountain Road, in conjunction with its natural beauty and natural amenities. The primary access to the site is via Route 66 and Woody Mountain Road. Two access points are proposed along Route 66, one on either side of the major drainage way that bisects the property. A third access point is located along Woody Mountain Road at the intersection of Presidio Drive South in the southeast corner of the site.

Two proposed boulevard style modified minor collector streets, McAllister Ranch Road and Alvan Clark Way, meander through the site and acts as the primary circulation system for the community. The collector's proposed alignment follow the natural topography and were located specifically to retain existing natural features. A comparison of the City's roadway standards to the proposed typical sections is located within the Requests for Modifications of Engineering Standards, Appendix 1. Any deviations listed within Appendix 1 will also have a Requests for Modifications to the Engineering Standards submitted with the Preliminary Block Plat application for approval by staff.

In keeping with the overall design goals of the project, the internal collectors have a proposed right of way width of 92 feet including a generous 16-foot wide landscaped median. This is 22 feet wider than the City standard right of way (ROW) for a Minor Collector and 5 feet wider than the City standard median. The proposed section further has two 13-foot paved travel lanes with 5.5 foot bike lanes. The travel lane, bike lane and the gutter pan from one side of the median provides the 20 foot fire department access required. Two 5-foot concrete sidewalks are located on both sides of the roadway and are separated from the back of curb by a 5-foot landscaped parkway. The sidewalks will only meander in locations necessary to preserve existing trees within the right of way. Where required the parkway will be allowed to drop to a minimum 4 foot width in order to preserve a high value existing tree or to miss enhanced landscaping. If the parkway needs to be less than 4 feet to accomplish the goal, the sidewalk would be at the back of curb. The remaining right of way (7.5 feet) is utilized for open space, enhanced landscaping and preservation of existing trees. The Home Owner's Association (HOA) will be responsible for the maintenance within the median area, within the parkway and within the area behind the sidewalk for the modified minor collectors.

At the time of Final Block Plat preparation for each phase and the corresponding Preliminary Plats for the subdivision Blocks, an Addendum to the project Traffic Impact Analysis (TIA) will be prepared to determine the need for right or left turn lanes on the collectors into the Blocks. This analysis will be based on the final lot layout and densities within the Blocks. If left turn lanes are required, they will be installed within the existing 92' right of way in accordance with the typical plan view details shown in Appendix 3 – Collector Intersection Exhibits. The median will be used for left turn lanes of 11 feet wide leaving a 5 foot median remaining. The right turn lanes will require an additional 5.5' of Right of Way to be dedicated to the City with the adjoining Block's Final Plat. A right turn lane will be 11 feet wide and have a parkway and sidewalk. The length of the right and left queue and tapers will be per the Addendum to the TIA and the City's standard

Engineering criteria. Additional slope easements would be dedicated as needed with the Final Plat for the adjoining Blocks.

The intersection of the two collectors terminate at the center of the community with a roundabout. The interior roundabout is included in the proposed development to provide a central focal point of the community. The roundabout provides additional opportunity to add landscaping and complements the adjacent neighborhood by being in character with the existing Woody Mountain road improvements and roundabouts.

Roundabouts are recognized as a safe way to reduce speeds and provide a safer travel experience. The City of Flagstaff Engineering manual recommends roundabouts as a main choice for a Traffic Calming measure for a collector roadway. The design of the roundabout is based on the Federal Highway Administration Publication 'FHWA-RD-00-067, Roundabouts: An Informational Guide'. Design entry speed was set at 20 mph per Exhibit 6-4 (Urban Single Lane). The Inscribed Circle Diameter was set at 120' per Exhibit 6-19 (Urban Single Lane) with a Design Vehicle of WB-50. The Central Island Diameter, Entry and Exit Curve Radii were calculated using Fastest Path speeds analysis with a maximum differential of 6 mph. Vehicle paths were verified with AutoTurn Software to assure clearances.

The looped roadway system provides easy access throughout the community. Each proposed residential and commercial parcel has direct access to the meandering modified collector street. The parcels are of sufficient width to accommodate a minimum of one, and in most cases two, full access points to the collector. The parcels that have one median break with full access will also have a right in/right out secondary access to the adjacent collector. Vehicle interconnectivity between blocks will be provided when feasible and will be provided to those Blocks with only one point of full access to the collector. The locations of these access points will be determined at the time of Block development. It is important that the access locations be flexible to accommodate individual Block lot and site layouts.

The local public roads within the community for the internal subdivision streets are based on the new City Engineering Standard 10-09-038 with the exception of having proposed right-of-way widths of 55 feet versus the 57 foot dimension per the new standard. The local streets have a 17 foot travel lane with a 5-foot sidewalk separated by a 5-foot landscaped parkway on both sides of the street. There will be 1 foot behind the sidewalk to the right of way line. The full 2 foot bench will be provided with the typical section to support the sidewalk. Additional slope easements will be dedicated as needed with the Final Plat for the adjoining Blocks. A request for Modification to the Engineering Standards has been submitted to the City for the modified typical section and is listed in the Table in Appendix 1.

A separate typical section is proposed for some of the entries into each internal subdivision as an option. The entry cross section proposes a 70' right-of-way with a 7' landscaped median. Lots will not be permitted to front onto these entry sections and they will generally be limited in length to one lot depth. An exhibit showing the Typical Block

Entry is in Appendix C. There are 18.5 foot travel lanes with standard parkways and sidewalks with 1 foot of right-of-way behind the walk. The resulting roadway width of 20-feet from face of curb to face of curb on either side of the median will satisfy the Fire Department requirements. Ten foot landscape tracts will fall on either side of the right-of-way giving 11-feet of open space behind the walks and ample room for the City to get a 2-foot bench behind the sidewalks. For these short entry feature segments there will be no parking allowed on either side. The HOA will be responsible for the maintenance within the median area, within the parkway and within the area behind the sidewalk for the entry segments. A request for Modification to the Engineering Standards has been submitted to the City for the modified typical section and is listed in the Table in Appendix 1.

Pedestrians are connected both internally and externally through a series of proposed trails and access ways. The community is internally connected by two collector corridors and a wide open space corridor that includes a 10' wide unpaved FUTS trail known as the Flagstaff Loop Trail.

External to the community, a 10' wide Paved FUTS trail is proposed adjacent to Route 66 which will connect residents to a potential future NAIPTA site east of the project. A 10' wide Paved FUTS trail at the southeast corner of the site along Woody Mountain Road is planned. Timber Sky is dedicating an additional 5' of Right of Way along the frontage to Woody Mountain Road for the future FUTS trail. Timber Sky is not required to construct this segment of the FUTS trail; the City has requested an in-lieu payment for it. This trail will be incorporated into the FUTS trail system once the 37-acre parcel is developed to the east.

## Drainage Ways and Storm Water Proposal

Timber Sky will have an open space corridor that will manage major portions of the storm water on the project site. The open space corridor will be owned and maintained by the Homeowners Association. A series of detention/retention basins will be constructed along the flowline through the property. These basins will convey onsite and offsite flows from the west and south of the project site. The basins are designed to provide the rate control and the volumetric control required from the development of most of the blocks within the project site. Weirs and pipes between the ponds will control the flow of water to pre-development rates. Volume control will be provided by utilizing the storage provided in the retention basins.

The majority of the site outlets to the existing box culvert under Route 66. The box culvert eventually discharges flow to the Clay Wash Detention Basin located north of Route 66 within Rio De Flag watershed area. Minor portions of the site on the east side currently discharge to two culverts under Woody Mountain Road. These drainage areas are located east of the ridgeline and there is a significant grade difference to overcome to make these drainage areas flow to the west instead of the east. The possibility of draining west, which will be the preferred option, can be investigated further at the detailed design stage. If it is not feasible to discharge flows to the west, it is required that retention and

detention facilities will be designed to meet the pre-development flow and volume requirements. The runoff released from these drainage areas will traverse through the parcel located east of this development and then to the drainage facilities under Woody Mountain Road. As a part of Best management Practices (BMP), a level spreader may be opted to be used to spread the flow and to avoid concentrated flow discharge into the adjacent parcel.

This item can be better addressed as the design progresses. In either case, the pre versus post flow rate and volume requirements will be addressed and the pattern of flow released into the adjacent parcel will be maintained as closely as possible to the pre-developed condition.

The commercial and high density Blocks will be responsible for constructing their own onsite storm water management facilities to address Low Impact Development (LID), volumetric control and rate control requirements in accordance with the City of Flagstaff requirements. Those onsite systems will discharge to the open space corridor or to the east as detailed above.

The basins will be designed with the first two to three feet retaining the storm water. This will encourage a wetland vegetated area. In accordance with the City standards, the system has been designed to drain the retention portion of the basins within 36 hours. All the basins will have a benched configuration to address any safety concern. An Operations and Maintenance Manual (O&M) will be prepared to include safety guidelines and water quality measures. The water quality aspects of the LID requirements are being met in the upper reaches of the site at the discharge points of impervious surface areas.

Design decisions were made to provide stacking benefits with respect to storm water management in an attempt to utilize the natural processes which are currently occurring on the site.

- The natural on-site drainage corridor is being mimicked by providing large, wide bottomed gently sloping basins which will be revegetated in native and turf grasses for storm water volume and rate control.
- The development team wanted to conserve the natural corridor area while obtaining maximum stacking benefits from this area including recreation.
- The storm water drainage is being maintained at the location it is currently flowing. Extensive field visits were utilized to determine existing conditions and flow paths.
- The grassy basins provide exceptional, long flow lengths (almost 3,000 feet) over grass providing pollutant capture and infiltration benefits.
- Native grasses and forest duff will be salvaged and replaced to provide a seed bed and organic medium for re-establishment of the meadows.
- Stacking, multi-faceted techniques are being utilized as Low Impact Development (LID) Integrated Management Practices. The development team is utilizing LID

techniques to preserve the rural character of the area as much as possible.

- All aspects of the development are being considered holistically – from the wide medians with plantings in the collector street network, to providing widened landscape areas behind the sidewalk as part of the relaxed street treatment. Additional collector bio-retention areas and extended detention basins will be provided for direct pollutant capture. Bio-retention areas will be installed at every single-family residence, multi-faceted Integrated Management practices will be installed at all of the high density blocks while trying to preserve those key trees at these locations that are integral to holistic integrated management practices.
- The design is providing benefits beyond that required by providing LID features in areas that are not available for LID credit such as sediment fore bays in the drainage corridor to capture sediments from the drainage conduits discharging from the local streets here. In this area the large basins will act as extended detention basins with pools up to 3 feet deep that will slowly drain out – leaving most of the sediments and pollutants trapped in the grassy swales.
- The Community Center with star gazing opportunities, recreation areas and community food gardens; the site fencing and entry monuments; the relaxed street sections, the holistic storm water management and natural area conservation all combine to make the subdivision a rural place located at the very edge of the City – the right place for this approach.

## Potable Water Proposal

Timber Sky will be served by the City of Flagstaff Municipal Water System. The water mains to be constructed for the development will be located within public Right of Ways or Public Utility Easements. Connections to the 18” water main within Route 66 and the 12” main in Woody Mountain Road will be constructed to loop the system. Each of the development blocks in this development will be connected to the water main within the collector roadways. The water system will be extended in coordination with the phasing and as needed for the individual parcels. The sequence of development and construction of the infrastructure is detailed in the Phasing Analysis, Appendix 2.

The City of Flagstaff prepared a Water and Sewer Impact Analysis (WSIA) dated 11/03/2015. The City is requiring Timber Sky to construct one or more wells to provide for the public water demand of the development. The WSIA requires the developer of Timber Sky to install a new well, or wells, on the City water system that produce at least 331.4 gallons per minute (gpm). This production requirement was based on the Conceptual Land Use Exhibit dated April 7, 2015 submitted with the initial Annexation application that showed the following units:

Dwelling Units = 1,654 total single family & multi-family

- 626 multi-family dwelling units
- 1,028 single family dwelling units

The current project documents for Timber Sky reflect a limit to the total residential unit count of 1,300 residential units. Prorating the unit split used in the WSIA from 1,654 down to 1,300 gives:

- 492 multi-family dwelling units
- 808 single family dwelling units

This calculates out to a new well production requirement of 260.5 gpm. Because of the limitation of 1,300 total residential units, Timber Sky will be required to install a new well, or wells, on the City water system that produce at least 260.5 gallons per minute (gpm), and will be addressed in the Development Agreement.

The City will allow this new well capacity to be deferred by allowing up to 420,000 gallon per day (gpd) of peak water demand equivalent to 480 Single Family Housing units before requiring the new well production capacity to be brought on line. This generally allows Timber Sky to defer the new well to phase 2 of the development, pending the limitations noted above. As development proceeds, the actual unit types will be tracked to tally the overall peak water demand and determine the trigger point for the well installation.

Because the resulting production of a new well is unpredictable, the production capacity that will be developed by Timber Sky will be greater than the 260.5 gpm requirement. City reimbursement to the developers of Timber Sky for the prorated amount for capacity installed greater than the requirement will be addressed in the Development Agreement.

The WSIA requires Timber Sky to provide an 8" diameter PVC waterline connection at the eastern edge of the project in order to allow a loop to be connected through the adjacent parcel when it develops in the future. Exhibit 3 of the WSIA shows the required 8" PVC waterline running along the parcel boundary of Timber Sky to an assumed future point of connection to the east.

Timber Sky will provide an 8" PVC waterline connection to its eastern property boundary as part of the development of Block 2 of the project. The City acknowledges that the alignment of the waterline within Timber Sky is not critical; that the connection point is what is required; and that the exact location can be determined during the Site Planning or Preliminary Platting of Block 2 whichever applies.

## Wastewater Proposal

Timber Sky will be served by the City of Flagstaff Municipal Wastewater System. The sewer mains that are constructed for the development will be located within public Right-of-Ways or Public Utility Easements. There is no existing wastewater system to serve this parcel. The WSIA identifies approximately 5170 feet of 18" PVC sewer that Timber Sky is required to install to serve the project. Turner Engineering, Inc. prepared construction plans for this sewer extension known as the Westside Sewer Line Extension which begins at the Existing City Manhole MH-2A-472 and continues across Interstate 40 to serve the Gore property. Timber Sky needs a portion of this sewer built to gain service to the project. The City is constructing a new Public Works Facility on the North side of Route 66 across from the Timber Sky

development and will build the first leg of the Westside Sewer Line Extension through Manhole #18 approximately 300 feet North of Route 66. Timber Sky will be required to build the next leg of the sewer from Manhole #18 to the Timber Sky development in order to gain sewer service.

The sequence of development and construction of the infrastructure is detailed in the Phasing Analysis, Appendix 2.

The WSIA identifies approximately 3100 feet of existing 8" sewer that needs to be replaced with 18" PVC due to limited capacity. This improvement, located by the Westglen Mobile Home Park, is a planned City of Flagstaff project that is budgeted for fiscal year 2021, with a budget of approximately \$1.4 M. Because Timber Sky intends to develop the 1st phase in 2017 with homes needing certificates of occupancy in early 2018, Timber Sky may need to build this sewer in advance of the City timeline. The financing of this improvement will be addressed in the Development Agreement.

## Solid Waste Proposal

The solid waste disposal for Timber Sky will be provided by the City of Flagstaff to the Cinder Lakes Landfill. The single family homes will have roll out containers and curbside pickup. The high density residential and the commercial service parcels will construct dumpster enclosures within their respective sites.

## Proposed Electric / Gas Services

The natural gas service will be provided to Timber Sky by Unisource Energy Services. There is a gas main within the Right of Way of Route 66 that can service the project site. The design of the facilities needed for the development will be coordinated with Unisource during the construction design phase of each parcel. There are significant distribution lines and control facilities that will remain in place at the westerly access to Route 66. The collector has been designed to provide the clearance required by Unisource. Unisource will add additional bollard protection for their facilities.

Electric service will be provided by APS. There is a regional 69 KV overhead transmission line, which services the west side of Flagstaff that exists onsite that runs from the APS transformer on the western boundary of the property to the east towards town. The line will be undergrounded in coordination between APS and Timber Sky as the phases develop.

## Generalized Land Uses in Vicinity

There is a 10-acre vacant parcel on the northwest corner of the site owned by others. A vacant platted subdivision (Flagstaff Ranch Business Park) borders the west side the site.

An Arizona Public Service (APS) substation is located offsite on the southwest corner of the site. The east side is bordered by a 37 acre parcel owned by others.

The properties surrounding Timber Sky include residential to the east and southeast, a public facility planned by the City to the north, industrial and employment uses to the west and south.

### Pending Legal Issues

There are no pending legal issues related to the Timber Sky development. The framework for a development agreement has been provided concurrently with this application and it is anticipated that the agreement will move forward on the same path as this application.

### General Location of Existing Vegetation

There are significant forest resources on the site as identified in the Natural Resource Protection Plan submitted under separate cover. A wildfire burned across the site in an east to northeast direction in 2006, leaving a 700-foot wide corridor of deforested land.

The project area is situated in a flat to slightly north and west sloping open prairie surrounded by scattered ponderosa pines and native grasses. The 2006 forest fire burned across approximately one-third of the eastern side of the site. The area disturbed by the fire supports a thick cover of disturbance plants, including bee weed and Russian thistle, and numerous charred and downed tree branches. The ponderosa pine on the site have been logged historically and thinned in the past 10-years. Numerous unburned slash piles are present throughout the forested area of the property.

### Resource Protection Overlay District

The Timber Sky site is a healthy Ponderosa Pine forest with some burnt areas. The Tree resources onsite were surveyed and accounted for in accordance with the City of Flagstaff Zoning Code.

Portions of the site were burned in a 2006 forest fire that destroyed all the trees. The path of the fire left an open area that stretches from Interstate 40 to the northeast to Route 66. A Preliminary Natural Resource Protection Plan (NRPP) that accounts for the remaining trees on this site is submitted with the Preliminary Block Plat.

The Natural Resource Protection Plan (NRPP) submitted with this application includes the Resource Protection Methodology being used for the entire development. The tree resources are shown, the point values for the existing trees have been summed overall and by each phase of development and a required preservation point number has been calculated based on the proposed zoning of the Blocks or calculated based on other

protection factors or exemptions as found in the Zoning Code. A Civic Space credit has been applied to the residential Blocks based on the Community Center.

The calculated number of resource tree points will be protected on the site as a comprehensive whole. The developer of Timber Sky will coordinate, by approximate phase totals, the individual Blocks for their allowable disturbance levels. An accounting for the site at each phase of development will be submitted to the City of Flagstaff with the Final Block Plats and the Preliminary Plats or Site Plans for each Block. Credits or deficits of protection may be applied to other Blocks at the Developer's discretion with the final total preserved being equal to the required preservation point number at the completion of development.

## Slope Analysis

The topographic data indicates there are two pockets of steep slopes greater than 17% that meet the steep slope criteria required for protection. There are sheer basalt rock outcroppings with slopes greater than 35% but they do not meet the protection criteria. Some of the sites will be protected from development where noted in the Preservation of Rock Outcroppings Section of this document. There are two areas of steep slope that have been identified on the NRPP. The slope disturbance requirements from the City of Flagstaff Zoning Code will be met comprehensively on the site as a whole. In addition, the topography of the site shows some steep slopes in the center of the eastern portion of the site where an earth stockpile exists that was created by previous owners during the construction of the Presidio development. This area is man-made and will not be protected during the development of this site.

## Existing Site Improvements

The Timber Sky site is almost entirely vacant. There is an abandoned single family home near the middle of the property. This structure and the remains of other accessory structures will be demolished and every attempt will be made to salvage native stone used in the structures to be used in the entry monuments.

There is an existing 69 KV power transmission line that crosses the site in an east-west direction which connects to a power substation located on the adjoining property in the southwest corner of the site. This utility will be placed underground as part of the attention to aesthetic detail in this development.

## Historical / Archeological Resources

PaleoWest archaeologists conducted historic and archaeological resource studies of the project site. The surveys were completed in compliance with the Flagstaff City Code (Title 10: Flagstaff Zoning Code, Chapter 10-30.30, and Historic Preservation). The studies resulted in the identification of 20 historic features and structures associated with the McAllister residential complex. The residential complex is not recommended eligible for

listing on the Flagstaff, State, and National Registers of Historic Places, and is therefore not a significant historic resource. No mitigation measures were necessary. The Phase 1 Historic Resource Study – McAllister Residential Complex and the Phase 1 Archeological Resource Study – McAllister Residential Complex were approved on March 16, 2016 by the Heritage Preservation Commission.

In an effort to honor the McAllister's history on the property, the developer is using the McAllister name on a prominent street in the development to pay homage to the McAllister family, and use the remaining structures as design inspiration for other elements.

The other prominent street in the community will be named for another prominent Flagstaff historical figure, Alvan Clark. Alvan Clark and Sons built the first telescope at Lowell Observatory as well as five of the largest refracting telescopes in the world.

### Proposed Arrangement of Lots / Units

The details of the proposed land uses, zoning, areas, and tract designations for the project are shown on the Preliminary Block Plat. Detailed lot layouts will be submitted at the time of Block Platting and in those applications, the local streets and lot arrangement will be designed to avoid disturbance of as many existing trees as possible. Preservation of the natural features of the site including rock outcroppings and forested areas will be a significant factor in the design of each parcel development.

The Preliminary Block Plat will ultimately be platted or site planned in multiple phases and each will create blocks, tracts and rights of way. Each Preliminary Block Plat or Site Plan will be submitted and reviewed under separate applications.

### Flood Hazards

The site gently slopes from south to north and most of the onsite drainage flows toward an existing culvert under Route 66 and eventually discharges into the Clay Wash Detention Basin located north of Route 66. There is no defined floodplain within the site area which requires protection under the Resource Protection Overlay District (RPO). The site is located within FEMA's Flood Zone X which eliminates any floodplain analysis or FEMA submittals.

### Traffic Impacts

It is anticipated that the Timber Sky master planned community will generate approximately 10,642 daily vehicles with approximately 954 PM peak hour trips anticipated from the area. The City of Flagstaff, Coconino County and the Arizona Department of Transportation (ADOT) require developments of this size to prepare a traffic study addressing regional impacts. The study identifies necessary roadway improvements surrounding the site and evaluates the AM peak hour and PM peak hour.

The traffic study has been submitted to the City and ADOT documenting the evaluation performed and all assumptions therein.

Access to Timber Sky is provided from Route 66 and from Woody Mountain Road. Route 66 will be the fastest route to reach destinations in the downtown Flagstaff area. However, as regional connections and roadway improvements are provided surrounding the Timber Sky site, traffic patterns are likely to adjust to the paths that have the least amount of traffic or provide the fastest travel time to the final destination. Both Woody Mountain Road and Route 66 are classified as minor arterials within the Flagstaff Pathways Regional Transportation Plan 2030. These roads include two lanes in each direction of travel separated by a raised median or by left turn lanes.

Two access points will be provided from Route 66. At each point, Route 66 will widen to provide a dedicated westbound left turn lane and a dedicated eastbound right turn deceleration lane for traffic into the subdivision. In exiting the subdivision each access point will have right and left turn lanes with a corresponding right of way width increase.

One access point will be provided from Woody Mountain Road located at the existing Presidio Drive roundabout.

### Preservation of Special Scenic / View Corridors

This site has views of the San Francisco Peaks to the north. On the, the Peaks View Shed is identified on the Natural Resource Protection Plan. To the southeast of this line, the view corridor to the San Francisco Peaks is unobstructed. Due to the topography of the surrounding areas, the Timber Sky Development will not impact the adjacent parcels views.

### Preservation of Existing Rock Outcroppings

At the time Timber Sky was being conceptually developed, the site's natural features were located by survey including several rock outcroppings, tree and slope resources and view sheds. These features are shown on the Natural Resource Protection Plan being submitted with the Preliminary Block Plat. The slopes and tree resources will be protected in accordance with the City of Flagstaff Zoning Code. The rock outcroppings around the site are recognized as a valuable natural resource. Significant effort has been made to protect several of these features. Not all of the outcroppings will be possible to be preserved, these are mainly outcrops with no trees located on them or those that are smaller in size.

An overlook park at the Woody Mountain Road entrance to the site has been designed to emphasize and preserve this beautiful rock outcropping feature. A significant outcrop is being preserved along Interstate 40 within Blocks 4 and 5 (approx. 1.1 acres). Another outcrop within Blocks 2 and 3 (approx. 0.3 acres) will be preserved. These three locations have the highest quality outcroppings due to their size, mix of tree and slope resources and elevation. Other than these three areas, the other rock features of lesser value may or may not be saved at the time of development of each Block.

## Landscape Theme

The two driving goals for the landscape are to complement the beautiful native landscape present on the site and to provide enhanced landscape at key areas into the community that is unique to the project.

Native vegetation including Ponderosa Pine, Gambel Oak and groundcovers will be preserved wherever possible. The majority of the disturbed areas shall be seeded with native seed mix allowing new landscape to blend seamlessly with the preserved landscape over time. Throughout the site, the preserved native Ponderosa Pine forest will be supplemented with additional new Ponderosa Pine. Clusters of adapted canopy trees will run along the walks and trails as a part of the collector, mainly where yards are adjacent to open space. The masonry sound wall is to be mainly at the back of lots along I-40. Neighborhoods adjacent to collectors have options to choose a privacy wood fence, the open rail fence or a masonry wall. The gabion walls and corrugated steel fencing shall parallel Route 66. In special cases, open rail fence may be used along Route 66. The design of these fences allows for flexibility while adhering to a consistent Timber Sky theme.

To meet the City right of way landscape requirements found in Title 13, City approved street trees shall be selected from the City's low water list and shall be planted in clusters approximately 35' on center with wider gaps at strategic locations such as at trail connections or where there is an existing tree to be saved. Trees shall be planted at no less than an overall average of 45' on center for each parkway. The clustering of street trees is intended to create the desired less formal appearance. The medians will consist of a mix of City approved native and adaptive canopy, evergreen, and ornamental trees selected from the City's low water list and shall be clustered and spaced no less than 45' on center on average. Where the ground plane is disturbed, City approved native and adapted shrubs, adaptive ornamental grasses, native grasses and groundcovers selected from the City's low water list will cover these areas. Native boulders found on-site will be clustered in landscape bed areas as well.

A special feature of this development is the presence of 16' wide landscape medians that run along the center of the multi-modal corridor. These medians shall be planted with native grasses, clusters of ornamental and evergreen trees, enhanced perennial flower landscape beds will be installed at the median ends. Shrub beds interspersed along the entire length of the medians that are consistent with the landscape design goals will complete this feature.

The entry monumentation for the project which is consistent with the Timber Sky theming is as described within the Zoning Amendment submittal. Dedicated Tracts have been established for this feature at each of the three entry locations.

The Conceptual Landscape Plans submitted with the Preliminary Block Plat reflect the minimum plantings required by City code for the areas of the right of way in the parkways and medians. During final construction plan development, the complete design of the areas within the right of way will be presented to the city for review.

## Development Phasing

The development of the Timber Sky will rely on the timing and availability of public utilities to the site as well as market conditions. At this time, it is anticipated that the project will be developed in four phases as indicated in the Phasing Analysis, Appendix 2.

As the project moves through the platting phases, the Final Plat boundaries will be guided by this application but may be altered to address minor changes due to variations in lot or site layouts. The phasing of the infrastructure associated with the development is also outlined in Appendix 2 of this document. The document details the phasing of the project roadways, frontage improvements, FUTS trails, utilities, storm water improvements, amenity improvements and LID requirements.

## Additional Reports and Studies

The Request for Modifications to the Engineering Standards is included in Appendix 1 and the Phasing Analysis is included in Appendix 2 of this narrative. Appendix 3 is the plan view exhibits for collector intersections. The Natural Resource Protection Plan and Conceptual Landscape Plan is submitted as part of the Preliminary Block Plat application. The Traffic Impact Analysis will be submitted under separate cover to ADOT, City of Flagstaff and Coconino County. The Preliminary Drainage Report was submitted with the Zoning application on March 10, 2016. An additional copy of the report will not be provided as part of this Preliminary Block Plat application. Drainage Addendum 1 is included with this submittal in support of the March 10, 2016 Preliminary Drainage Report and to address the comments from the Stormwater Department.

## Development Team

### Developer:

Vintage Partners, LLC  
2502 East Camelback Road, Suite 214  
Phoenix, Arizona 85016  
Contact: Duane Hunn  
(602) 459-9931  
[duane@vintagevp.com](mailto:duane@vintagevp.com)

### Engineer:

Woodson Engineering and Surveying, Inc.  
124 North Elden Street  
Flagstaff, Arizona 86001  
Contact: Rick Schuller  
(928) 774-4636  
[rschuller@woodsoneng.com](mailto:rschuller@woodsoneng.com)

### Land Planner:

Arizona Land Design, LLC  
9007 North Arroya Grande Drive  
Phoenix, Arizona 85028  
Contact: Christine Lyons Taratsas  
(480) 951-6410  
[Christine@ArizonaLandDesign.com](mailto:Christine@ArizonaLandDesign.com)

### Zoning Attorney:

Bergin, Frakes, Smalley & Oberholtzer, PLLC  
4455 East Camelback Rd, Suite A-205  
Phoenix, Arizona 85018  
Contact: Carolyn Oberholtzer  
(602) 888-7860  
[coberholtzer@bfsolaw.com](mailto:coberholtzer@bfsolaw.com)

### Landscape Architect:

Norris Design  
6 East Aspen, Suite 260  
Flagstaff, Arizona 86001  
Contact: Aaron Hayne  
(720) 217-4479  
[ahayne@norris-design.com](mailto:ahayne@norris-design.com)

Traffic Consultant:  
CivTech, Inc.  
10605 North Hayden Road, Suite 140  
Scottsdale, Arizona 85260  
Contact: Dawn Cartier  
(480) 659-4250  
[dcartier@civtech.com](mailto:dcartier@civtech.com)

Real Estate Consultant:  
Belifore Real Estate Consulting  
3930 East Ray Road, Suite 120  
Phoenix, Arizona 85044  
Contact: Jim Belifore  
(480) 706-1002

Lighting Consultant:  
Wright Engineering Corporation  
165 East Chilton Drive  
Chandler, Arizona 85225  
Contact: Aaron Kutchinsky  
(480) 497-5829  
[akutchinsky@wrightengineering.us](mailto:akutchinsky@wrightengineering.us)

Appendix 1  
Requests for Modification to the Engineering  
Standards

In order to create a unique project in accordance with the stated goals, we are requesting the City approve several modifications to the Engineering Standards. Formal requests for modifications have been submitted under separate cover. A table summarizing the modifications requested are included in this appendix.

City of Flagstaff Standard	Standard	Timber Sky Requested Variance	Reason
<b>Onsite Collector</b> Minor Collector 10-09-035	70' Min R/W	92' R/W	A wider Right of Way is desired for this project to provide an enhanced experience with additional landscaping and to try and protect the existing tree resources as much as possible.
Minor Collector 10-09-035	11' Shared Turn Lane	16' Landscaped Median	The wider median will enhance the rural feel of the development and provide additional space for enhanced landscaping.
Minor Collector 10-09-035	5' Min Parkway	4' Min or none	The sidewalk will remain at the 5' minimum unless a meander is necessary to protect a Ponderosa Pine tree or provide enhanced landscaping.
Residential Local - Modified 10-09-038	57' Min R/W	55' Min R/W	Lot layouts utilize current Residential Local Standard for Right of Way.
Residential Local - Modified 10-09-039	17' Shared Lane, 57' Min R/W	Entry Median with 18.5' Lanes, 70' R/W	This option Entry section will include a 7-ft median that will provide opportunity to include neighborhood Block designation through signage and landscape treatment.
<b>Route 66</b> Arterial 10-09-032	11/15' Shared Turn Lane	12' Turn Lane	The 12' Turn Lane, as well as 2.5' Curb & Gutter, will match the ADOT Standard from Back of Curb to Back of Curb, and behind the curbs to the Right of Way will be per COF Standard.
<b>Woody Mountain Road</b> Arterial 10-09-032	5 lane	2 lane	Woody Mountain Road built to match existing improvements. The approximately 470' of frontage on Woody Mountain Road for this project will be improved to match the section and roundabouts constructed by Presidio in the Pines. This request was submitted to the City and has been determined unnecessary by City staff.

Appendix 2  
Infrastructure Phasing

# INFRASTRUCTURE PHASING

The Timber Sky development is being preliminary platted with interior Blocks that will be developed by home builders in four phases. The major infrastructure discussed in this section is that which is within the development or immediately adjacent to the subdivision boundary. Any offsite infrastructure being constructed in association with the subdivision is per the final Development Agreement.

The major infrastructure discussed in this section will be constructed in support of the Final Block Plats for each phase. The majority of the infrastructure improvements will be dedicated to the City of Flagstaff. Some of the amenity improvements being built with the infrastructure will be owned by a Home Owner's Association (HOA) within separate tracts. The HOA will also be responsible for maintaining the landscaping within the enhanced minor collector ROW internal to this development. The Infrastructure Phasing Exhibits are included in this Appendix. The color coded exhibits show the Roadway and Access improvements along with the Drainage and Utility improvements being constructed within each phase.

## Phase One

### *Access*

The first phase of development includes Blocks 1, 2, 8 and 3A and 7A. In order to provide access to these Blocks, the Collector roadway, named Alvan Clark Way, will be constructed from Route 66 to the interior roundabout. The typical section is shown on Sheet 11 of the Preliminary Block Plat. After construction this will become a City of Flagstaff owned and maintained roadway in public right of way. The entry monumentation at Rte. 66 and signage within the landscape tracts, as well as the landscape within the right of way, shall be constructed with this phase. The length of the road is approximately 1870 feet. Due to the length in excess of 1200', a secondary access will be constructed and will consist of 20' of pavement with curb on both sides, basically one side of the collector roadway along the corridor that will ultimately be built out in Phase 3. The secondary access will connect the new roundabout internal to the development to the existing roundabout at Woody Mountain Road. Prior to Phase 3, this roadway is intended to carry public traffic from the Timber Sky Development and is intended to provide the 20' emergency vehicle access also required. A detail showing the connection to the existing roundabout at Woody Mountain Road is included on sheet 12 of the Preliminary Block Plat.

### *Frontage Improvements: Route 66*

The City of Flagstaff is planning Route 66 to be a five lane arterial section and is requiring Timber Sky to develop the half street improvements along the frontage of the development. The typical section for the widening of Route 66 is shown on Sheet 8. The south side of the roadway will be improved to include two 12' thru lanes, a 4.5' Bike lane, a 5' parkway

and a 10' concrete FUTS trail. The improvements constructed in Phase 1 will extend from the Eastern property boundary to the end of the Phase 1 Blocks. Providing there is adequate room for standard tapering within this pavement, no pavement tapers will be installed beyond the frontage limits; traffic will be tapered within the improved section utilizing striping and traffic control. The widening will not include the extension of the box culvert under Route 66 in Phase 1. The proposed drainage channel will connect to the existing box headwall.

### *FUTS*

According to the City of Flagstaff Regional Plan, the planned Loop Trail crosses the Timber Sky property south of Route 66. It will be built in phases where it falls within the Timber Sky property. A future connection will be installed by others from the southwest corner of the development to Flagstaff Ranch Road near the APS substation. The Loop Trail will eventually cross Rte. 66 (by others) and continue North along an alignment yet to be determined. The Loop Trail will be constructed as an unpaved section when not adjacent to the roadway.

A standard paved FUTS trail will begin at the Loop trail on the south side of Rte. 66 and head east along Rte. 66. In phase 1, this trail will be constructed from the Loop Trail, along the south side of Rte. 66 in lieu of the standard sidewalk, to the eastern property boundary of the development. The Loop Trail within the drainage corridor will be built adjacent to the drainage basins thru the site to the end of the Phase 1 construction limits in accordance with the unpaved FUTS typical section. The Final Block Plat for Phase 1 will dedicate an access easement for the FUTS which will generally follow the sewer easement for the Westside Sewer Extension. An internal system of trails and sidewalks will be incorporated into the subdivision and site planning to connect the Blocks to the FUTS Trail.

### *Utilities*

The Timber Sky Developer will construct the utilities within the collector roadway to provide service to the individual Blocks. The preliminary locations of the utility mains are shown on the Phasing Plans in this Appendix. A 12" water main will connect to the existing 18" water main on the north side of Route 66 and run in Alvin Clark Way to the roundabout. A 12" water main will continue under the secondary access road along the McAllister Ranch Road alignment to create a looped system connecting to the existing 12" water main in Woody Mountain Road. Stubs will be constructed to each of the Blocks for future connection.

During the design and development of Block 2, an 8" waterline stub will be provided to the undeveloped parcel to the east of the Timber Sky property and a combination of public utility easement or right-of-way will be created within Block 2 to give the City adequate access to service this line.

The Water and Sewer Impact Analysis (WISA) prepared by the City of Flagstaff requires that Timber Sky construct wells to provide to the public water system the water demand of the development. The analysis stated that the first 420,000 gallons per day of peak demand

could be constructed prior to the requirement to develop one or more wells. Based on preliminary density estimates, this water demand will not be reached until the second phase. When the demand of Timber Sky exceeds this number, the well(s) will be constructed.

The entire Timber Sky development will be served by the proposed Westside Sewer Line Extension that will be constructed within the open space corridor and outside of the drainage basins. This sewer has been designed by others under contract with Gore to provide service for their facilities at full buildout on the south side of Interstate 40. In Phase 1, Timber Sky will build the 18" and 16" sewer main from the proposed sewer by the Core Services Maintenance Facility Site north of Rt. 66 (MH #18, approximately 300' North of Rt. 66) to the end of the Phase 1 Final Block Plat as needed to service the Phase 1 Blocks. The main under Rt. 66 will be bored and encased in accordance with City of Flagstaff requirements. The Sewer Easement for the Westside Sewer Extension through the Timber Sky project will be dedicated to the City on the Final Block Plat for Phase 1. The adjacent FUTS trail easement will generally follow the sewer alignment and will provide maintenance access.

In Phase 1, Blocks 7A and 8 will design and construct the interior sewers needed for their parcels along with providing connectivity to the eastern Blocks 1, 2 and 3 across the Collector roadway. As part of the infrastructure improvements, the sewer mains within the Collector roadway will be constructed to provide the interconnections between the Blocks. During the construction of the roundabout, casings will be installed to allow for the utility mains needed in future phases.

### *Stormwater Improvements*

A Preliminary Drainage Report has been submitted and are under review by the City. Phase 1 construction will include all of Basin 3 and a portion of Basin 2 to provide rate and volume control for this phase. A channel will be constructed after the rate control structure on the north end of Basin 3 to convey the storm water to the existing box culvert under Route 66. The storm drain system will be constructed within the collector roadway to convey storm water flows from the eastern Blocks to the Drainage Corridor. A storm drain system will be built within Blocks 8 and 7 with adequate capacity and grade to convey the storm water from the Blocks to the east to the drainage corridor.

### *LID*

LID provisions included in Phase 1 are bio-retention areas at single family lots, extended detention basins and bio-retention areas for the residential impervious areas including roadways, etc. and for Blocks 1 and 2. Vegetated swales and Stormwater treatment systems for these areas may be used as needed.

## Phase Two

### *Access*

The second phase of development includes Blocks 5, 6 and 7B. Access for these blocks will be provided by a portion of McAllister Ranch Road. The collector roadway will be constructed from the interior roundabout to the drainage crossing to the west. After construction this will become a City of Flagstaff owned and maintained roadway in public right of way. The length of the road is approximately 1570 feet. Due to the length in excess of 1200', Timber Sky will coordinate with the Fire Department to provide an internal connection through the residential blocks to provide secondary access. If the alternate design can not be agreed upon with the Fire Department, the full westerly Minor Collector Section will be completed to Route 66 with Phase 2.

The developer wishes to complete the bridge crossing on McAllister Ranch Rd. with phase 2 along with the community center to complete this signature aspect of the project. Vehicular access over the bridge will not be required and it is contemplated that the roadway be temporarily blocked to vehicles beyond the last entry into Block 6 and the community center to avoid the need of a temporary turnaround north of the bridge crossing. Pedestrian access will be allowed and will give new residents a chance to enjoy the feature prior to opening the roadway for traffic in Phase 4.

The Community Center will be constructed with Phase 2 and is envisioned to include a playground, community gardens, a Ramada, pickle ball courts and possibly a dog park. Off street parking will be provided at the site as well as connection to the adjacent FUTS trail. The Community Center is shown in the Concept Zoning Plan and the accompanying Narrative as Exhibit 12.

### *Frontage Improvements: Route 66*

No additional frontage improvements will be constructed in Phase 2 on Route 66.

### *FUTS*

The Loop trail will be completed within Phase 2 beginning at the section built in Phase 1, running to the south across the Collector Roadway and through to the western boundary of the project. A mid-block crossing with a crosswalk will be included with the McAllister Ranch Road improvements. West of the road crossing the trail will continue on the north side of Drainage Basin 1 and end at the west property line for future extension by others. The FUTS Loop trail will run adjacent to the Community Center to be constructed in Phase 2 as well. The FUTS Loop trail and sidewalks within the collector roadways will provide non-roadway pedestrian and bike access to the Community Center from the Blocks that are not immediately adjacent to the community resource.

### *Utilities*

In Phase 2, the 12" water main will be constructed within McAllister Ranch Road from the roundabout to the drainage crossing. Stubs will be constructed to each of the Blocks for

future connection. To create a looped system the water main will be extended along the McAllister Ranch Road alignment from the end of the section built with Phase 2 to connect to the 18" waterline in Route 66.

The Water and Sewer Impact Analysis stated that the first 420,000 gallons per day of peak demand could be constructed prior to the requirement to develop one or more wells. Based on preliminary density estimates, this water demand will not be reached until this second phase at which time the demand of Timber Sky is projected to exceed this number and the well(s) will be constructed.

The Westside Sewer Collector within the open space corridor and outside of the drainage basins will be extended to the south as needed to serve the additional Blocks in Phase 2. The remainder of this sewer main will be constructed to the south property line of the subdivision not including the boring of the sewer main under Interstate 40. The adjacent FUTS Loop trail will provide maintenance access.

Blocks 5 and 6 will build internal wastewater collection systems that flow to a sewer main within McAllister Ranch Road. The main within the roadway will be sized to include future flows from Block 4 and will flow to the Westside Sewer Extension. Block 7B will connect directly to the Westside Sewer Extension.

There is an existing 69 Kv Overhead power line that bisects the project site. Timber Sky will relocate this line underground within the McAllister Ranch Road in Phase 2. Two options are shown on the Phasing plan for the eastern end to connect the new undergrounded power line to the existing overhead. The final alignment will be determined during design in coordination with APS, the developer and the City of Flagstaff. The western alignment through the open space corridor is shown along the alignment of the Westside Sewer Extension but may end up running along the north side of the channel along the FUTS Loop trail alignment. The final alignment will be determined during design

### *Stormwater Improvements*

Phase 2 construction will include all of Basin 1 and the remaining portion of Basin 2. The roadway crossing with a bridge will be constructed in Phase 2 to complete the connection between the basins. The outlet structure for Basin 1 will be completed to provide volume and rate control.

### *LID*

LID provisions included in Phase 2 are bio-retention areas at single family lots, extended detention basins for impervious areas, vegetated swales or bio-retention areas for the collectors and local streets and Stormwater treatment systems for these areas as needed. The Community Center will be constructed during Phase 2 and will also have bio retention areas installed.

## **Phase Three**

### *Access*

The third phase of development includes Block 4 and Block 3B. Access to these Blocks will be provided by completing the McAllister Ranch Road from the interior roundabout to Woody Mountain Road. The southern lane will have been constructed as a temporary access during Phase 1. After construction this will become a City of Flagstaff owned and maintained roadway in public right of way.

If at the time of Phase 3 development the 37 acre parcel is not currently being developed or planned for development, attempts will be made to obtain the ROW from the adjacent property owner. Timber Sky will construct the roadway, curb to curb, per the Modified Minor Collector Section.

An overlook park will be constructed on the rock outcropping at the entrance to the site off of Woody Mountain Road during Phase 3. The Park will include trails that traverse the slopes from the future FUTS trail along Woody Mountain Road and from the interior of Block 4. The park shall also include a small Ramada and seating area overlooking the surrounding forest with views to the San Francisco Peaks. It will be designed to protect the existing tree resources. The land for this park is within the boundaries of Block 4.

The frontage of the project on Woody Mountain Road will be completed to match the Presidio in the Pines improvements on the east side of Woody Mountain Road. The typical section for the improvements on Woody Mountain Road is shown on Sheet 11. Improvements will include curb, gutter, and monumentation and signage at the corner of Woody Mountain and McAllister Ranch Road. The frontage runs from the existing roundabout to the limit of improvements just north of the Interstate 40 bridge, approximately 470' in length. The FUTS trail will be constructed in the future by others and the developer will make an in-lieu payment to the City for this improvement.

### *Utilities*

The waterline to service the parcels was constructed in Phase 1. Only waterlines internal to the Blocks will be built during this phase.

The sewer main needed for these Blocks will be constructed within the McAllister Ranch Road Alignment and connect to the section installed in Phase 2.

### *Stormwater Improvements*

During the completion of the collector roadway, a storm drain system will be extended within the roadway to carry the Stormwater from these Blocks to the Drainage Basin Corridor.

### *LID*

LID provisions included in Phase 3 are bio-retention areas at single family lots, extended detention basins, vegetated swales, bio retention areas and Stormwater treatment systems for these impervious areas as needed.

## **Phase Four**

### *Access*

The fourth phase of development includes Blocks 9, 10, 11, 12 and 13. Access to these Blocks will be provided by completing McAllister Ranch Road from the Community Center to Rte. 66. After construction this will become a City of Flagstaff owned and maintained roadway in public right of way.

### *Frontage Improvements: Route 66*

The remainder of the frontage of the project on Route 66 will be improved during phase 4 to align with the future five lane arterial section. The typical section for the widening of Route 66 is shown on Sheet 5. The south side of the roadway will be improved to include two 12' thru lanes and a 4.5' Bike lane with a 5' parkway and 6' sidewalk. The improvements constructed in Phase 4 will extend from the western property boundary to the where the improvements stopped in Phase 1. Providing there is adequate room for standard tapering within this pavement, no pavement tapers will be installed beyond the frontage limits; traffic will be tapered within the improved section utilizing stripping and traffic control. These improvements will include the extension of the existing box culvert.

### *Utilities*

The waterline to service the parcels was constructed in Phase 2. Only waterlines internal to the Blocks will be built during this phase.

The sewer main needed for these Blocks will be constructed within McAllister Ranch Road and then run through Block 9 to connect to a stub between drainage basins 2 and 3 from the Westside Sewer Extension. Blocks 11, 12 and 13 will connect to the main in the collector roadway . Blocks 9 and 10 will construct internal collectors systems that connect to the Westside Sewer Extension through Stubs in the open space corridor..

### *Stormwater Improvements*

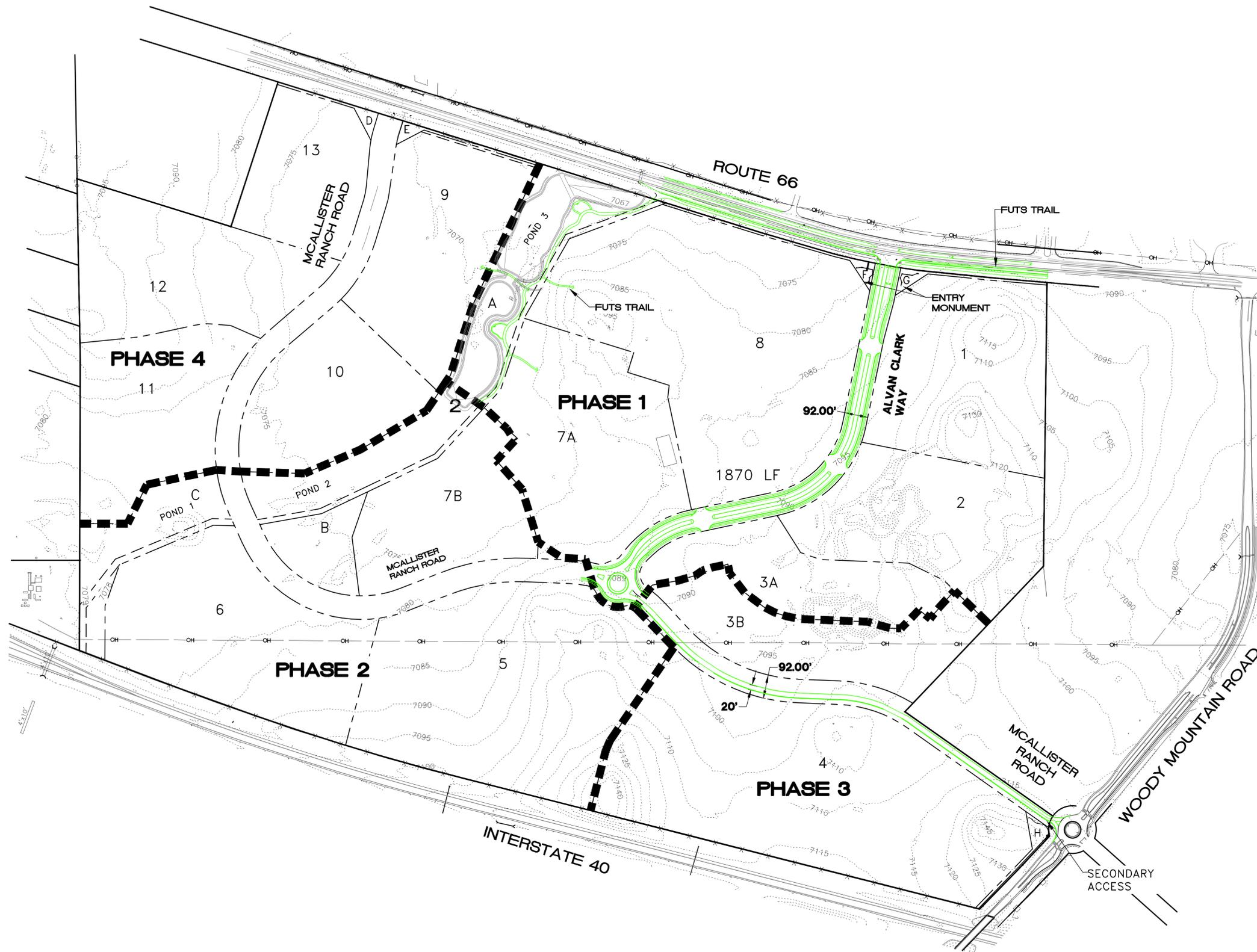
During the completion of the collector roadway. A storm drain system will be constructed to carry the Stormwater form these Blocks to the Drainage Basin Corridors.

### *LID*

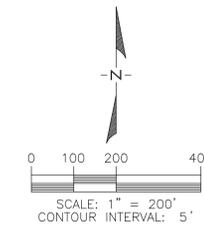
LID provisions included in Phase 4 are bio-retention areas at single family lots, extended detention basins, vegetated swales, bio-retention areas and Stormwater treatment systems for these impervious areas as needed.

LEGEND

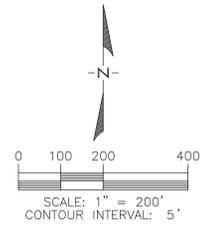
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-  PROPOSED PROPERTY LINE
-  PHASE LINE
-  CONTOUR EXISTING INDEX
-  CONTOUR PROPOSED
-  PROPOSED ROADWAY
-  EXISTING ROADWAY



**PRELIMINARY  
NOT FOR CONSTRUCTION  
OR RECORDING**

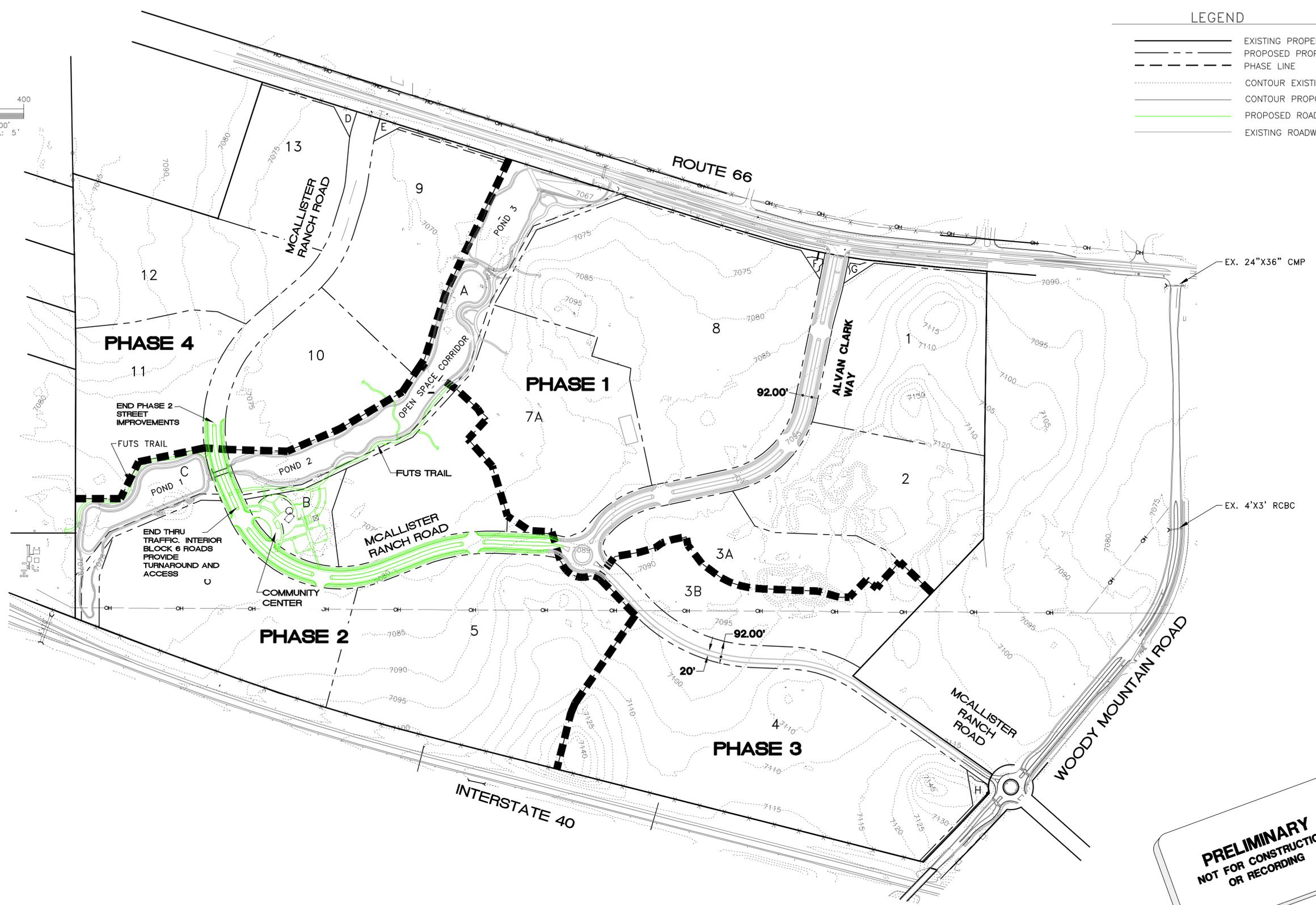


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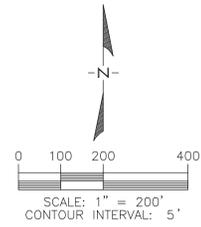


**LEGEND**

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- PROPOSED PROPERTY LINE
- PHASE LINE
- CONTOUR EXISTING INDEX
- CONTOUR PROPOSED
- PROPOSED ROADWAY
- EXISTING ROADWAY

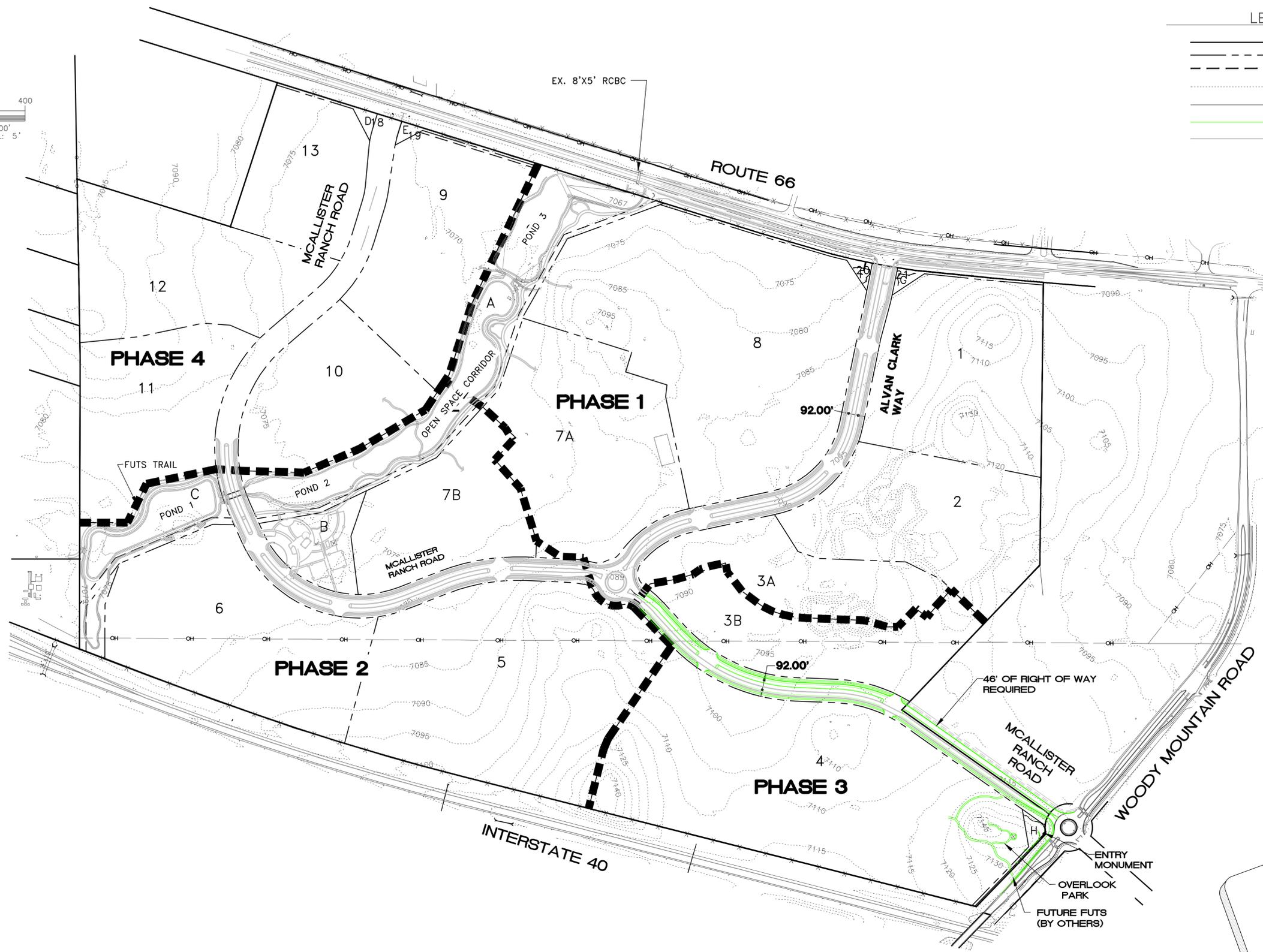


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NOT FOR CONSTRUCTION  
OR RECORDING



LEGEND

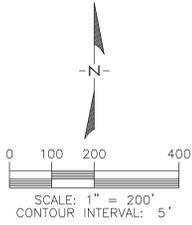
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-  PROPOSED PROPERTY LINE
-  PHASE LINE
-  CONTOUR EXISTING INDEX
-  CONTOUR PROPOSED
-  PROPOSED ROADWAY
-  EXISTING ROADWAY



**PRELIMINARY**  
 NOT FOR CONSTRUCTION  
 OR RECORDING

9/1/16  
 3 OF 4





**LEGEND**

- EXISTING PROPERTY LINE
- - - PROPOSED PROPERTY LINE
- CONTOUR EXISTING INDEX
- PROPOSED EDGE OF PAVEMENT
- CONCEPT SEWER MAIN
- PROPOSED SEWER
- PROPOSED WATER MAIN
- PROPOSED UNDERGROUNDED APS PRIMARY AND TRANSMISSION
- PROPOSED STORM FACILITIES
- STORM FLOW ARROWS

**OFFSITE REQUIREMENTS**

**SEWER**

1. ROUTE 66 (MH #18) TO ADIRONDACK AVE  
5170 LF OF 18" PIPE (CITY PUBLIC WORKS)
2. THOMPSON AND KAIBAB AREA- WESTGLEN  
3100 LF OF 18" PIPE

MUST BE COMPLETE BEFORE BUILDING PERMITS ARE APPROVED

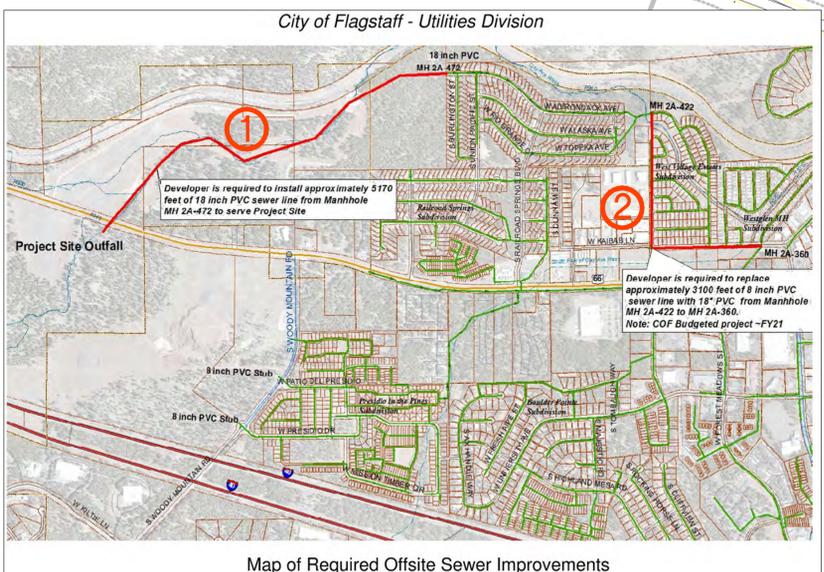
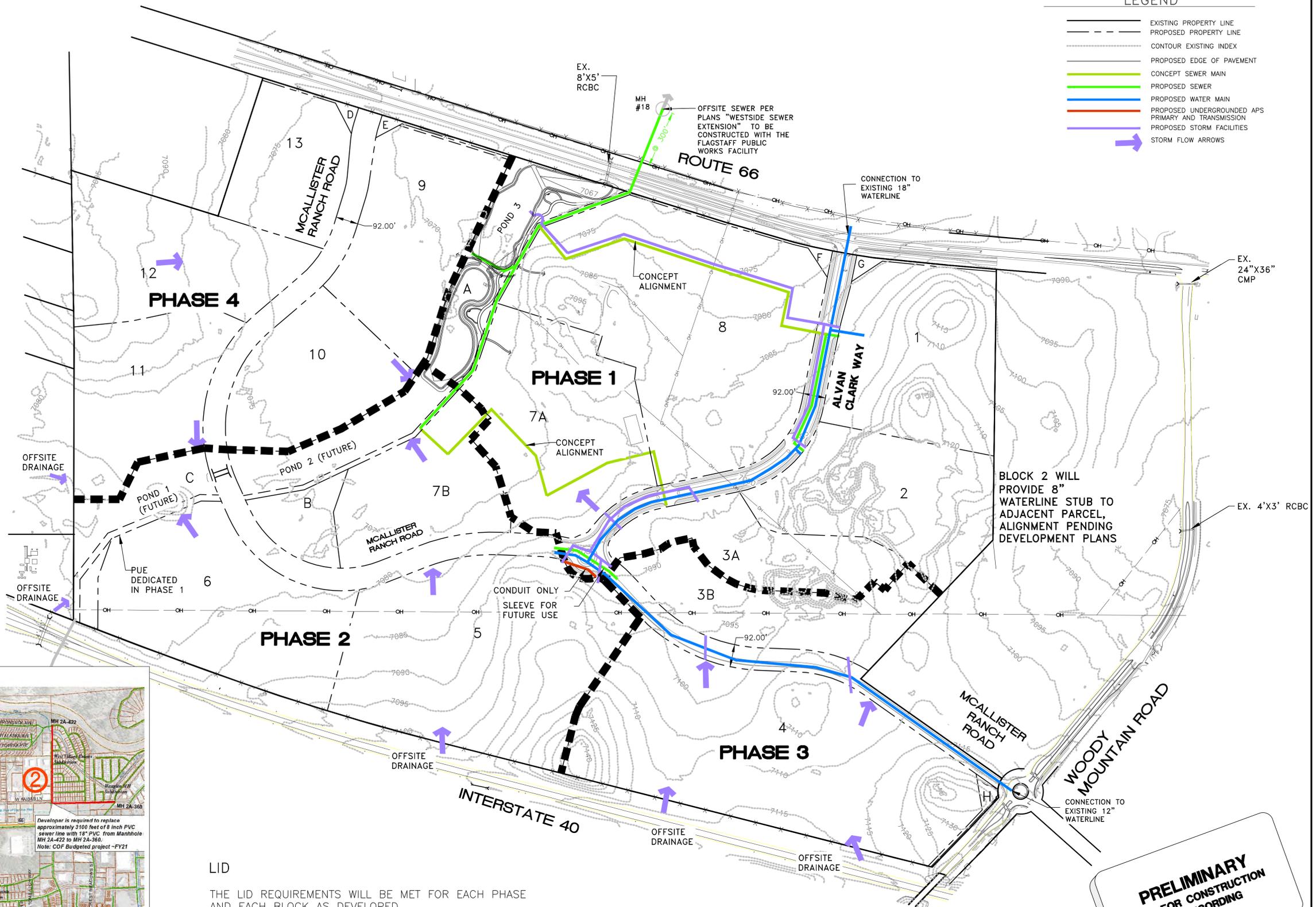
**WATER**

ONE OR MORE WELLS THAT PROVIDE FOR THE AVG DAILY FLOW @ 260.5 GPM

WILL BE CONSTRUCTED IN PHASE 2 OR WHEN 420,000 GALLONS PEAK WATER DEMAND IS REACHED WHICHEVER OCCURS FIRST

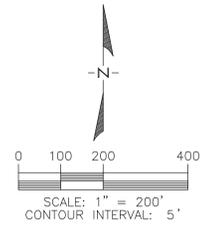
CUMULATIVE USAGE WILL BE KEPT CURRENT WITH EACH BLOCK OF THE DEVELOPMENT.

\*BASED ON CITY OF FLAGSTAFF WATER AND SEWER IMPACT ANALYSIS DATED 11/3/15. REFER TO PRELIMINARY BLOCK PLAT NARRATIVE FOR ADDITIONAL DETAILS.



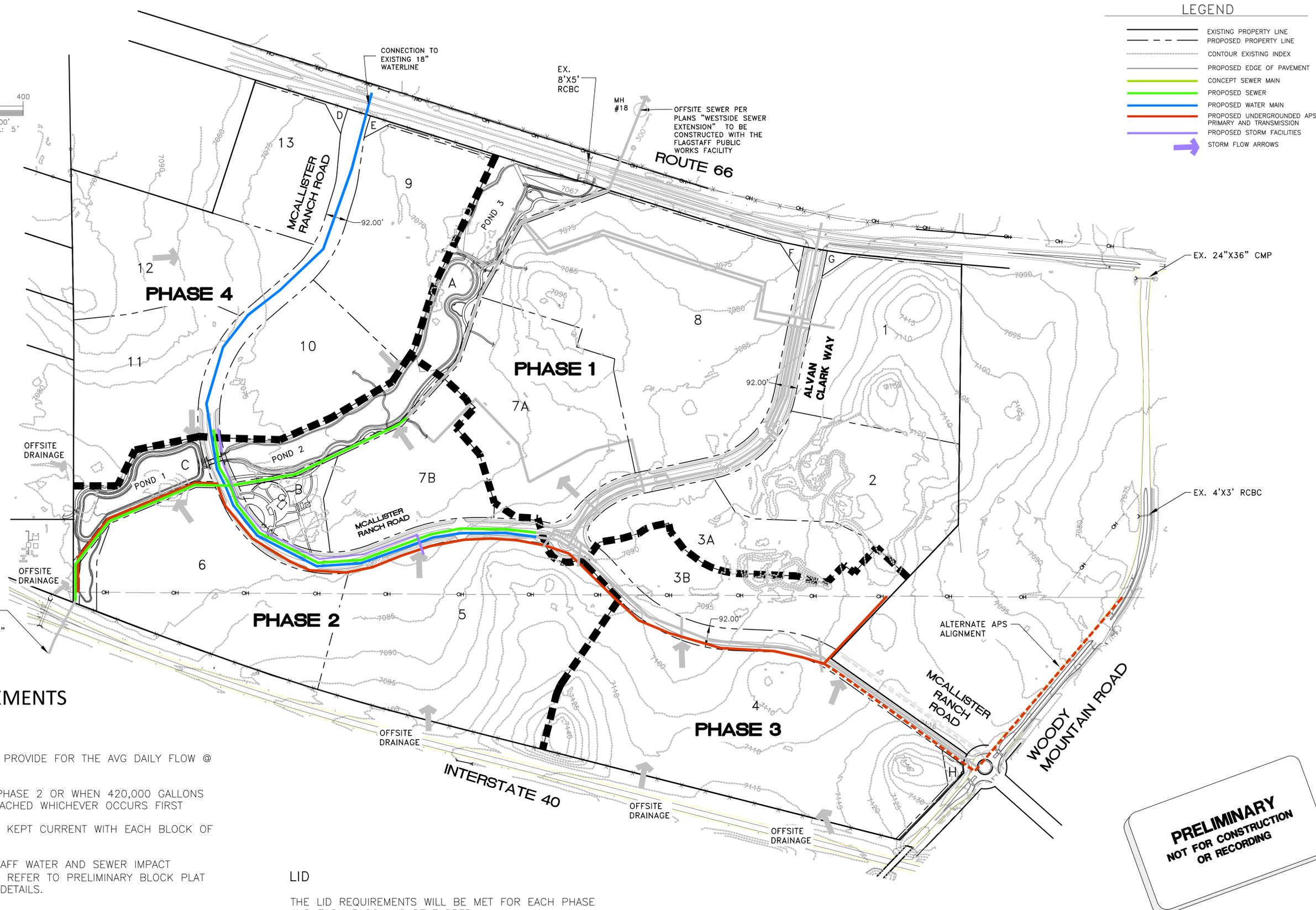
**PRELIMINARY  
NOT FOR CONSTRUCTION  
OR RECORDING**

LID  
THE LID REQUIREMENTS WILL BE MET FOR EACH PHASE AND EACH BLOCK AS DEVELOPED.



**LEGEND**

- EXISTING PROPERTY LINE
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- PROPOSED EDGE OF PAVEMENT
- CONCEPT SEWER MAIN
- PROPOSED SEWER
- PROPOSED WATER MAIN
- PROPOSED UNDERGROUNDED APS PRIMARY AND TRANSMISSION
- PROPOSED STORM FACILITIES
- ➔ STORM FLOW ARROWS



**OFFSITE REQUIREMENTS**

**WATER**

ONE OR MORE WELLS THAT PROVIDE FOR THE AVG DAILY FLOW @ 260.5 GPM

WILL BE CONSTRUCTED IN PHASE 2 OR WHEN 420,000 GALLONS PEAK WATER DEMAND IS REACHED WHICHEVER OCCURS FIRST

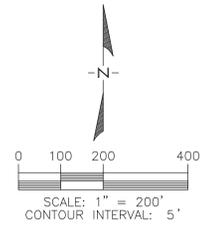
CUMULATIVE USAGE WILL BE KEPT CURRENT WITH EACH BLOCK OF THE DEVELOPMENT.

\*BASED ON CITY OF FLAGSTAFF WATER AND SEWER IMPACT ANALYSIS DATED 11/3/15. REFER TO PRELIMINARY BLOCK PLAT NARRATIVE FOR ADDITIONAL DETAILS.

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NOT FOR CONSTRUCTION  
OR RECORDING**



**LEGEND**

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- PROPOSED PROPERTY LINE
- CONTOUR EXISTING INDEX
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- CONCEPT SEWER MAIN
- PROPOSED SEWER
- PROPOSED WATER MAIN
- PROPOSED UNDERGROUNDED APS PRIMARY AND TRANSMISSION
- PROPOSED STORM FACILITIES
- STORM FLOW ARROWS



SEWER MAIN PER PLANS "WESTSIDE SEWER EXTENSION"

OFFSITE DRAINAGE

OFFSITE DRAINAGE

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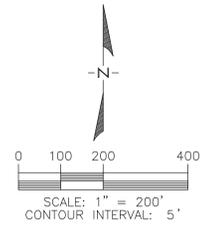
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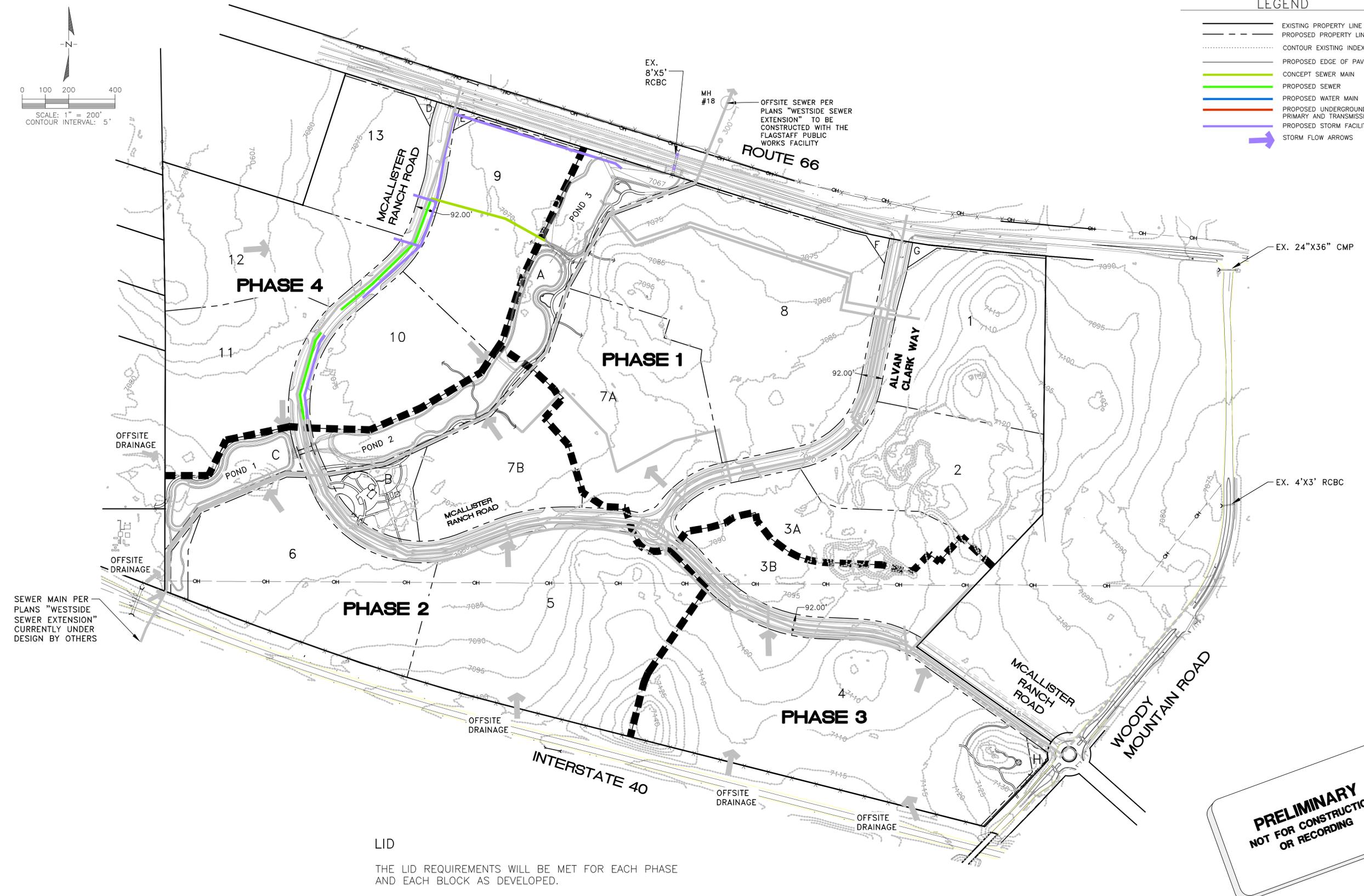
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- PROPOSED STORM FACILITIES
- ➔ STORM FLOW ARROWS



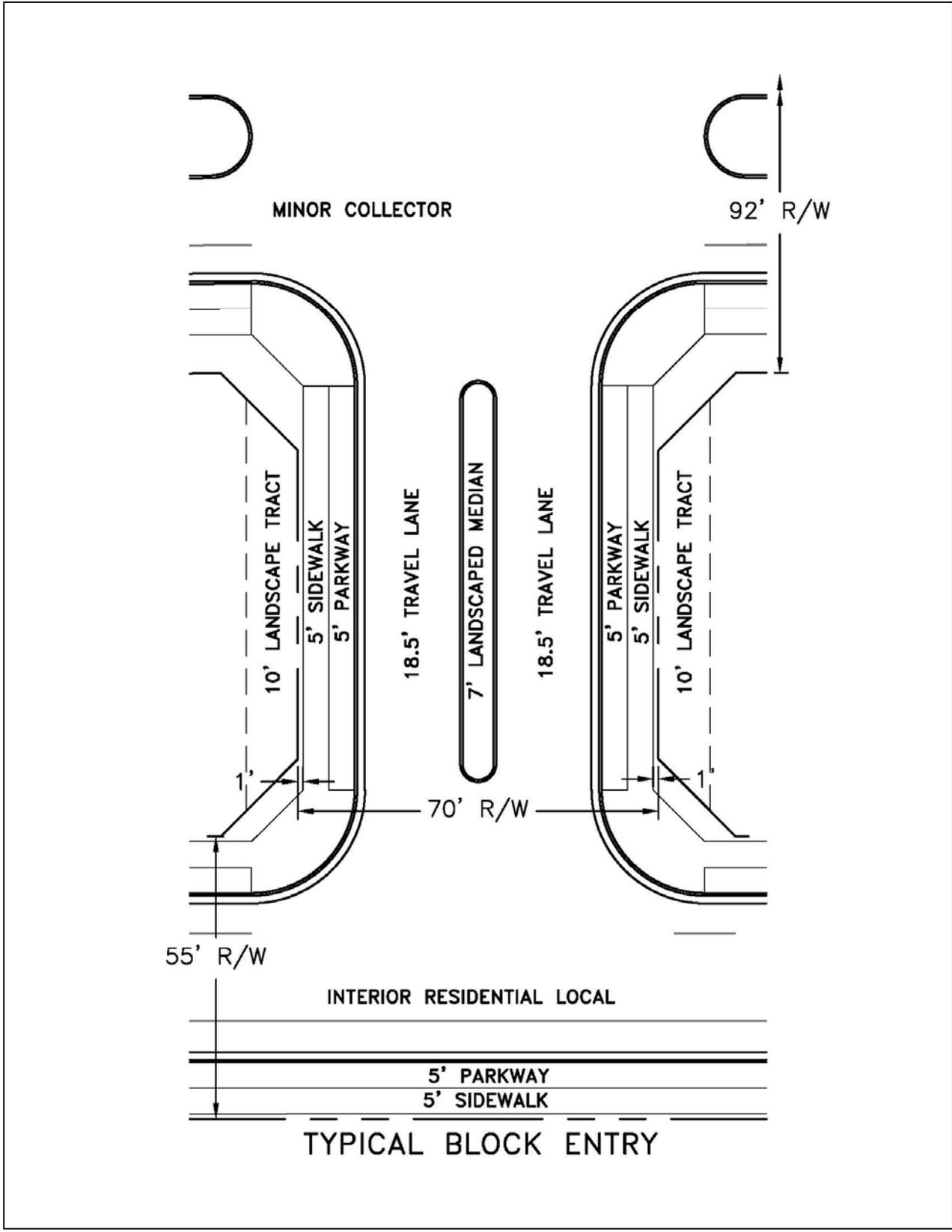
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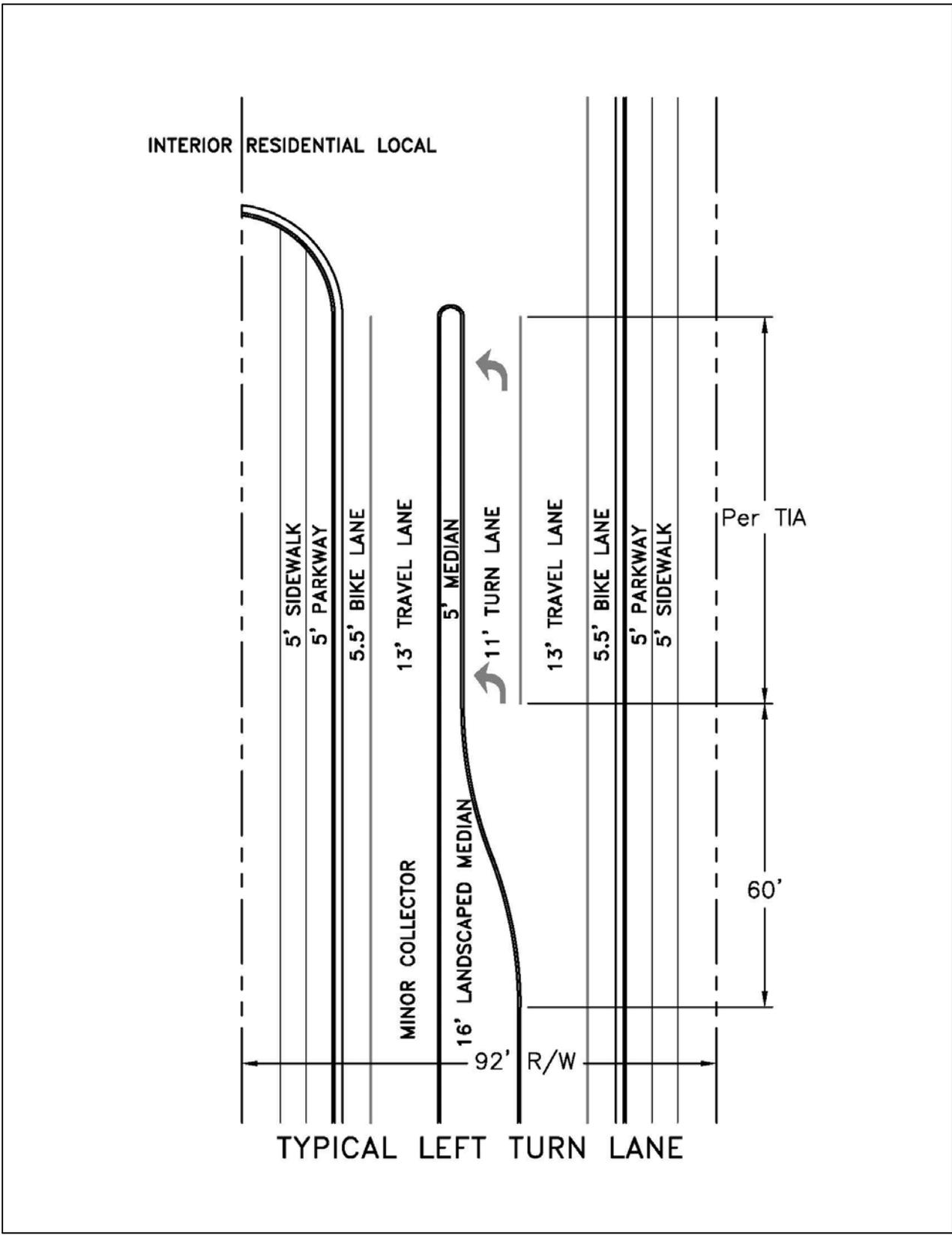
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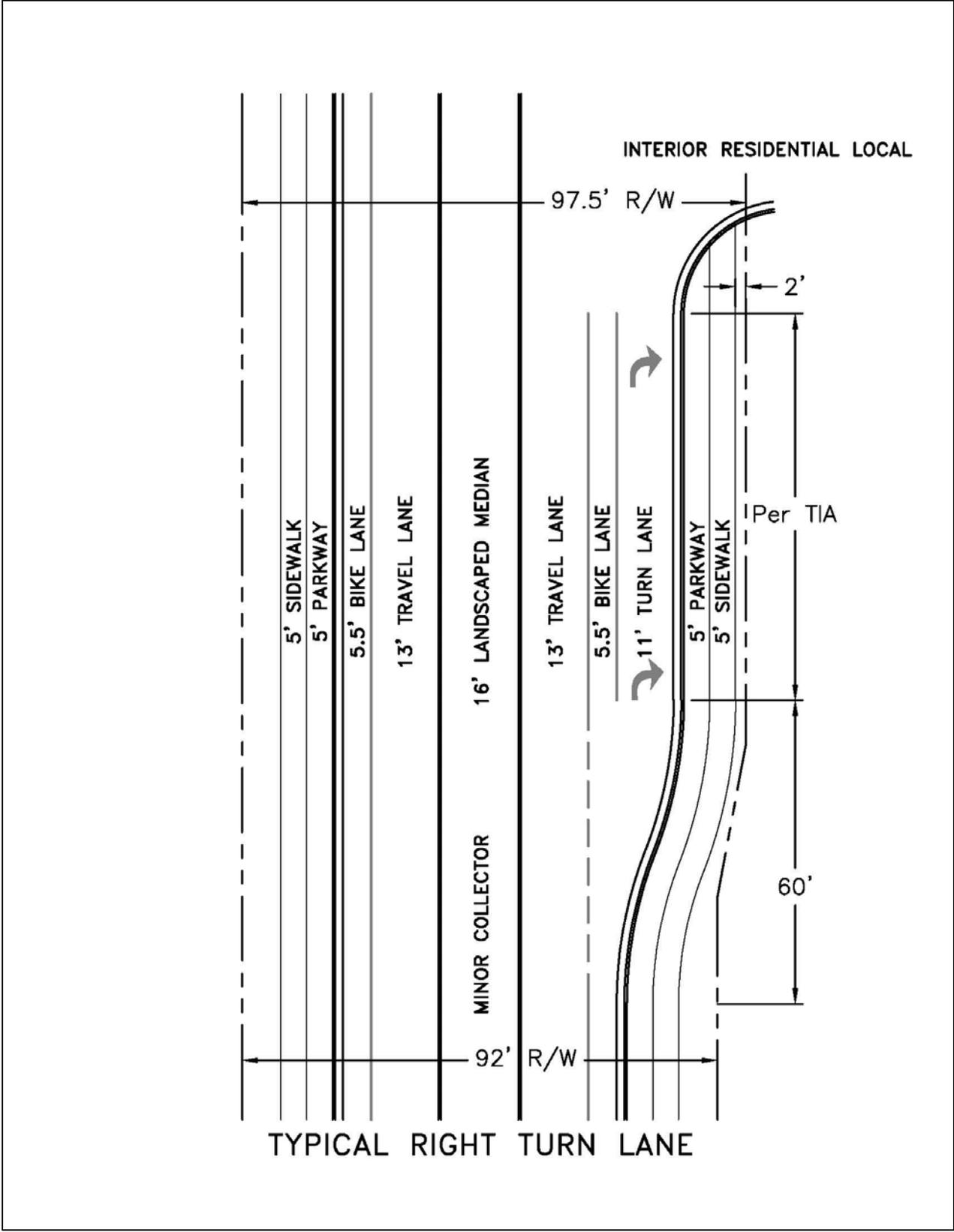
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Appendix 3  
Collector Intersection Exhibits







**CITY OF FLAGSTAFF**  
**STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Sara Dechter, AICP, Comprehensive Planning Manager  
**Date:** 10/25/2016  
**Meeting Date:** 11/15/2016



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**TITLE:**

**Public Hearing, Consideration and Adoption of Resolution No. 2016-31:** A resolution of the Flagstaff City Council amending the Flagstaff Regional Plan 2030 by amending Chapter 3 to change the categories of Major Plan Amendments and establishing an effective date.

**RECOMMENDED ACTION:**

- 1) Open Public Hearing
- 2) Select Regional Plan replacement pages from Option 1 or Option 2
- 3) Read Resolution No. 2016-31 by title only
- 4) Adopt Resolution No.2016-31

**Executive Summary:**

City staff is proposing minor plan amendments to the Flagstaff Regional Plan 2030, Chapter 3 How the Plan Works, as described in the Regional Plan Annual Report 2015. The Flagstaff Regional Plan 2030 (Regional Plan) is the General Plan for the City of Flagstaff. The amendment includes several types of proposed changes:

1. Changes proposed to major plan amendment categories and criteria (with options for addressing changes from Rural to Suburban Area Types),
2. Clarifications regarding minor plan amendment categories and procedures,
3. Adopt a clear and legally accurate description of specific plans,
4. Clarifications about the role of the City Council, and
5. Non-substantive editorial changes to the Chapter.

The reasons for these proposed changes are because of factual errors in some of the language, vague descriptions that make it difficult to understand the categories for amendments, incomplete information about the relationship of the Plan to other laws and regulations, and illogical gaps in the categories provided in the ratified Regional Plan.

**Financial Impact:**

There will be no financial impact for the City based on this decision. Property owners may have to anticipate different costs and timelines for rezoning and annexation requests based on this change in criteria.

**Policy Impact:**

Overall, the amendments to Chapter 3 are expected to increase the breadth of criteria for major plan amendments. It is difficult to predict how that will impact the number of major plan amendments proposed because they are so rare. See Attachment D: Description and Analysis of Proposed Amendments for the more detailed policy impacts.

### **Connection to Council Goal and/or Regional Plan:**

#### **COUNCIL GOALS:**

- 7) Continue to implement the Flagstaff Regional Plan and focus efforts on specific plans
- 8) Improve effectiveness of notification, communication, and engagement with residents, neighborhoods and businesses and about City services, programs, policies, projects and developments

#### **REGIONAL PLAN:**

Policy CC.1.3. Design development patterns to maintain the open character of rural areas, protect open lands, and protect and maintain sensitive environmental areas like mountains, canyons, and forested settings.

Policy LU.1.1. Plan for and support reinvestment within the existing city centers and neighborhoods for increased employment and quality of life.

Policy LU.1.6. Establish greater flexibility in development standards and processes to assist developers in overcoming challenges posed by redevelopment and infill sites.

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.

Goal ED.1. Create a healthy environment for business by ensuring transparent, expeditious, and predictable government processes.

Policy ED.1.2. Steadily improve access to easily understandable public information.

### **Has There Been Previous Council Decision on This:**

The City Council has been reviewing and analyzing this proposed amendment, since August 30, 2016. This is the seventh public hearing date at which the amendment will be discussed. At the October 18th City Council meeting, the Council narrowed the choices for major plan amendment criteria to the two options presented tonight.

### **Options and Alternatives:**

Two versions of the Flagstaff Regional Plan 2030 Replacement Pages for Chapter 3 have been provided to accompany the Resolution. Option 1 and 2 (Attachments B and C respectively) are identical from pages III-1 to III-13. The differences are on pages III-14 and 15 are:

- For Category 1: Urban Growth Boundary - Option 1 exempts changes to the urban growth boundary "where services are already provided, or for the purpose of designating Parks/Open Space area type." Option 2 does not.
- For Category 7: Activity Centers -
  - Option 1 includes the following criteria:
    - Moving the center of an existing activity center.
    - Reduction in the category of an existing activity center (urban to suburban, suburban to rural, or regional to neighborhood).
  - Option 2 includes the following criteria:
    - Moving the center of an existing or future activity center.
    - Reduction in the category of an activity center (urban to suburban, suburban to rural, or regional to neighborhood) without creating a proportional increase in the scale of an activity center elsewhere in Flagstaff.
- For Category 9: Text Amendments - Option 2 contains major plan amendment criteria for "Changes to the Criteria for Major Plan Amendments." Option 1 does not.

## **Background/History:**

There are three legal mechanisms that work together to establish the process for major and minor plan amendments of the Regional Plan. The first is A.R.S. §9-461.06. Adoption and amendment of general plan; expiration and readoption. This statute requires that the City “Adopt written procedures to provide effective, early and continuous public participation in the development and major amendment of general plans from all geographic, ethnic and economic areas of the municipality.” The statute only discusses procedures, and leaves the decision of what changes trigger the major amendment process to each municipality. The minimum requirements for the major plan amendment process are:

- Major plan amendments must be completed prior to submittal of rezoning or annexation applications; A 60 day review of the proposed major plan amendments is required by specific agencies and anyone who requests such opportunities;
- Planning and Zoning Commission will hold two or more public hearings at different locations within the municipality to promote citizen participation; and
- The City Council will review all major plan amendments at a single public hearing during the calendar year the proposal is made

Flagstaff City Code Title 11-10, General Plan Amendment, further refines the procedures by adding the requirement for a neighborhood meeting or Citizen Review Session, and by providing procedures for minor plan amendments and adoption of new elements. In Flagstaff, minor plan amendments do not require a review period and only require one public hearing with the Commission before presentation to the Council. Minor plan amendment applications can be processed concurrent with applications for rezoning and annexations.

In June 2014, approximately a year after adopting the Regional Plan, the Council adopted amendments to Title 11 to clarify procedures and to remove content that related to the previous version of the Plan. Clarifications about submittal requirements were also needed, but these were put on hold pending completion of the Chapter 3 plan amendment and consideration of how to address impact analyses for major and minor plan amendments and specific plans.

The Regional Plan provides the last piece of the major plan amendment puzzle by establishing categories of amendments that will be subject to the major plan amendment procedures found in A.R.S 9-461.06 and Title 11 of the City Code. Chapter 3 of the document also describes the status of specific plans and how they relate to the General Plan, as well as how the plan will be used by City staff and the community.

## **Key Considerations:**

The key considerations for this decision is whether or not the proposed amendments to Chapter 3 will:

1. Provide for clear and effective implementation of the Flagstaff Regional Plan,
2. Accurately reflect the legal environment of plan implementation,
3. Promote a fair and predictable government process applicants, and
4. Give the community ample opportunity to participate in decisions regarding plan amendments of all types.

## **Community Involvement:**

Consult - The Comprehensive Planning Manager met with individuals and groups that were involved in the development of the Regional Plan and asked about their thoughts on major plan amendments before developing a detailed proposal for the public to review. This early feedback influenced several criteria in the table, including making goals and policies a major plan amendment category.

Involve - Staff provided a traditional public review period and posted the sections that changed the most



## RESOLUTION NO. 2016-31

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF REGIONAL PLAN 2030 BY AMENDING CHAPTER 3 TO MODIFY THE DESCRIPTIONS OF CRITERIA FOR MAJOR PLAN AMENDMENTS, ACCURATELY DEFINE THE ROLE OF SPECIFIC PLANS, AND COMPLETE MISSING INFORMATION AND ESTABLISHING AN EFFECTIVE DATE**

#### **RECITALS:**

WHEREAS, the Flagstaff Regional Plan 2030 (the "Regional Plan") was adopted by the Mayor and Council of the City of Flagstaff (the "City Council") on January 14, 2014 and ratified by the qualified electors of the City of Flagstaff (the "City") on May 20, 2014; and

WHEREAS, City staff applied for a minor plan amendment to the Regional Plan to amend Chapter 3, titled "How this Plan Works" to modify the descriptions of criteria for major plan amendments, accurately define the role of Specific Plans, and complete missing information; and

WHEREAS, pursuant to section § 9-461.06, Arizona Revised Statutes, and the Regional Plan, the City has consulted with, advised and provided the opportunity for public comment on the proposed amendment to the Regional Plan; and

WHEREAS, pursuant to A.R.S. § 9-461.06 and the Regional Plan, the City Planning and Zoning Commission held a public hearing on the proposed Regional Plan amendment on May 25, 2016 and provided notice of such hearing in the manner required by A.R.S. § 9-461.06(E); and

WHEREAS, the Planning and Zoning Commission recommends the amendment after the required notice and hearing; and

WHEREAS, pursuant to A.R.S. § 9-461.06 and the Regional Plan, the City Council held a public hearing in the City Council Chambers on the proposed Regional Plan amendment, starting on September 6, 2016, and continuing through November 15, 2016; and provided notice of such hearing by publication of said notice in the manner required by A.R.S. § 9-461.06(E); and

WHEREAS, the City Council finds and determines that (i) proper notice of the proposed Regional Plan amendment has been given in a manner required by A.R.S. § 9-461.06, and (ii) that each of the required publications have been made in the *Arizona Daily Sun*, a newspaper of general circulation within the City; and

WHEREAS, the amendments to Chapter 3 accurately reflect the Arizona Revised Statutes requirements for major and minor plan amendments and Specific Plans;

WHEREAS, the City Council desires to amend Chapter 3 of the Regional Plan to modify the descriptions of criteria for major plan amendments, accurately define the role of Specific Plans, and complete missing information.

**ENACTMENTS:**

**NOW, THEREFORE, IT IS RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:**

SECTION 1. That Chapter 3 of the Regional Plan is hereby amended to modify the descriptions of criteria for major plan amendments, accurately define the role of Specific Plans, and complete missing information, as indicated in the attached **Exhibit** \_\_\_.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 3. This resolution 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 15<sup>th</sup> day of November, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

# Description and Analysis of Proposed Amendments to Chapter 3 – How this Plan Works

October 30, 2016

## Description of Key Changes and Rationale

The Flagstaff Regional Plan 2030 (Regional Plan) was ratified by voters in May 2014. In May to June 2015, The Comprehensive Planning staff presented the first annual report to the Commission and the Council. The first Annual Report included the following proposed task:

**“Amendment Task 1:** Make list of major and minor plan amendments clearer and more comprehensive. The table “Proposed Regional Plan Amendment Processes” on page III-9 does not include a complete list of possible amendments and some requirements are unclear. The changes to the text can be processed as a minor amendment starting in 2015. This work was given a high priority because it affects all subsequent amendments.”

Council gave direction to staff to move forward with these planned updates and re-affirmed that direction in December 2105, when adopting the first major plan amendment to the Regional Plan. In addition to the amendment’s purpose as supported by Council, staff is also proposing changes within Chapter 3 that clarify the procedures for minor plan amendments, the role of Specific Plans and minor changes to other Chapter content to ensure clarity for all users of the Plan. Overall, staff believes that these changes will result in a process that is explicit, well-reasoned and fair to the public and applicants.

### Changes Proposed to Major Plan Amendment Criteria

The Regional Land Use and Transportation Plan (RLUTP) was the Plan that preceded Regional Plan. The RLUTP had 18 parcel-specific land use categories that determine compliance. Because the land use categories were more specific, the document took a simpler approach to major plan amendment categories and adopted the following:

- Category 1: Any increase of intensity of residential land use category of 80 acres or more;
- Category 2: A change from a residential land use classification to a non-residential land use category of 40 acres or more; and
- Category 3: Any change of non-residential land use category of 20 acres or more.

The new Regional Plan has a more flexible land use classification system, but more detailed criteria for major plan amendment categories. The current table describing criteria for major plan amendments in the Regional Plan includes a list of minor plan amendments that are not exhaustive and have been confusing in several cases. Under A.R.S. 9-461.06, any change to the Regional Plan after ratification must be processed as a minor amendment if it is not identified as a major amendment category. Appendices are therefore the only part of the document that can be updated without following the plan amendment procedures and approval from the City Council.

The table on page 2 compares the current criteria in the Regional Plan and the criteria proposed under this plan amendment. Each subheading that follows explains the rationale for the proposed changes and their origin.

*Table 1: Comparison of Current and Proposed Criteria for Major Plan Amendments*

Category	Current Criteria	Proposed Criteria	
<b>Urban Growth Boundary</b>	Any expansion of the urban growth boundary that requires an expansion of utility infrastructure as determined in an utility analysis	Option 1: Expansion of the urban growth boundary that requires an expansion of public utility infrastructure, except where services are already provided, or for the purpose of designating Parks/Open Space area type.	Option 2: Expansion of the urban growth boundary that requires an expansion of public utility infrastructure.
<b>Employment Area Type</b>	Any change to the boundaries of employment areas to urban, suburban, or rural area types	Reduction of the employment area type, unless offset by an exchange of acres within the same master planned area.	
<b>Special Districts</b>	No category	Creation of a new special district, or reduction in the size of a special district.	
<b>Urban to Rural Area Type</b>	<ul style="list-style-type: none"> <li>• Urban to rural of any size</li> <li>• Rural to urban of any size</li> </ul>	Changes from urban to rural or rural to urban area types.	
<b>Urban/Suburban/Rural</b>	<ul style="list-style-type: none"> <li>• Urban to suburban greater than 10 acres</li> <li>• Suburban to urban greater than 10 acres</li> <li>• Rural to suburban greater than 20 acres</li> </ul>	<ul style="list-style-type: none"> <li>• In activity centers, changes to area types that reduce the range of intensity, density and mix of uses, except where done to protect natural or cultural resources.</li> <li>• In neighborhoods and along commercial corridors more than ¼ mile from an activity center, changes from rural to suburban, or suburban to urban area types</li> </ul>	
<b>Parks/Open Space Area Type</b>	Any reduction to the boundary of land purchased for conservation. (Only applied to Open Space)	Reduction of the land designated for conservation and active or passive recreation.	
<b>Activity Centers</b>	Addition of a new activity center; Specific Plan needed	<ul style="list-style-type: none"> <li>• Addition or deletion of an activity center</li> <li>• Moving the center of an existing activity center.</li> <li>• Reduction in the category of an existing activity center (urban to suburban, suburban to rural, or regional to neighborhood).</li> </ul>	<ul style="list-style-type: none"> <li>• Addition or deletion of an activity center</li> <li>• Moving the center of an existing or future activity center.</li> <li>• Reduction in the category of an activity center (urban to suburban, suburban to rural, or regional to neighborhood) without creating a proportional increase in the scale of an activity center elsewhere in Flagstaff.</li> </ul>

Category	Current Criteria	Proposed Criteria	
<b>Corridors and Great Streets</b>	<ul style="list-style-type: none"> <li>Any commercial activities proposed outside of the activity center and along a corridor that is not contiguous to the activity center.</li> <li>Addition of a corridor or great street; Specific Plan needed.</li> <li>Extension of a corridor or great street more than a 1/4 mile in length.</li> </ul>	Changing an existing residential corridor, local road, or private street to a commercial corridor. Add <i>Footnote 5: Commercial Corridors are identified on Map 25: Road Network Illustration</i>	
<b>Goals and Policies</b>	No category	Add or delete a goal or policy in any chapter of the Plan.	<ul style="list-style-type: none"> <li>Add or delete a goal or policy in any chapter of the Plan.</li> <li>Changes to the Criteria for Major Plan Amendments</li> </ul>

Each heading below explains how the category and related criteria were addressed prior to 2014 under the RLUTP, how it is treated under the current plan, how it is proposed to be treated and if there are any other options in how to amend in Chapter 3.

*Category 1 - Urban Growth Boundary*

Under the RLUTP, expanding the urban growth boundary was not a major plan amendment. The current Regional Plan was designed to accommodate a 100 year water supply through the land uses proposed. All of the areas within the urban growth boundary have a utilities analysis, such as the West Route 66 Corridor Study, or were included in the 100 year water supply assumptions. Providing utility services beyond this boundary requires a reexamination of assumptions in the Regional Plan and the Utilities Master Plan. The changes are proposed to clarify the meaning of a “utility analysis,” and to make an exception when providing minor utilities for open spaces and parks.

Option 1 for criteria related to the Urban Growth Boundary would have no effect on whether or not proposals would require a major plan amendment. Option 2 would be slightly more restrictive because it would not allow for areas, such as Mountain Dell to be processed as a minor plan amendment.

*Category 2 - Employment Area Type*

Under the RLUTP, changes to employment or industrial land uses were minor unless the change exceeded 20 acres. With the current Regional Plan, the supply of suitable vacant and redevelopable lands for research and development, business parks and industrial uses was carefully analyzed to create adequate supply and site selection for business attraction and the long term economic security of the community. The scarcity of the land and its relative value to meeting the community’s long

range projections supported protection of this area type with a major plan amendment category. Several of these areas are already master planned business parks or places where a master plan would be advisable for future development. For this reason, staff proposes that minor flexibility to allow for employment area types to be relocated in the interest of achieving master plan goals would be allowable. Staff also recommends that changes from Employment to Special Districts and Parks/Open Space be elevated to major plan amendments, since these requests could have the same impact on the available supply as Urban, Suburban and Rural. This would not restrict the ability to have park space within business parks, so long as the uses are compatible with and in support of the areas purpose.

The proposed language for the Employment Area Type would increase the number of scenarios where a major plan amendment would be required to reduce the acres of the Employment Area Type, because it would now include changes from Employment to Parks/Open Space and Employment to Special Districts.

#### *Category 3 - Special Districts*

Staff is, therefore, proposing that Special District criteria be added to Chapter 3. Currently, all changes to Special Districts are considered minor amendments in the Regional Plan. Special Districts are mixed use employment centers that have a campus-like setting, primarily NAU, Lowell Observatory and Flagstaff Medical Center. This area type category was created to capture locations that did not quite fit the Employment area type, and it was not intended that this category would be widely used. Staff believed that new districts could be proposed as a way of avoiding compliance with Regional Plan goals and policies for Employment areas since there is only one goal for Special Districts. Likewise, reducing the size of a Special District could hurt the ability of a major employer to be retained and to grow. Adding this criteria would increase the need for major plan amendments when making changes to Special Districts.

#### *Category 4 - Urban to Rural Area Type*

In the Regional Plan, Urban Neighborhoods are generally laid out on a grid, two stories and taller and eight units per acres or more (Page IX-35), while Rural Neighborhoods are typically 0.2 to 1 unit per acres and may be clustered to protect open space. These two area types are so fundamentally different that a major plan amendment is assumed to be warranted if a change from one to the other is proposed.

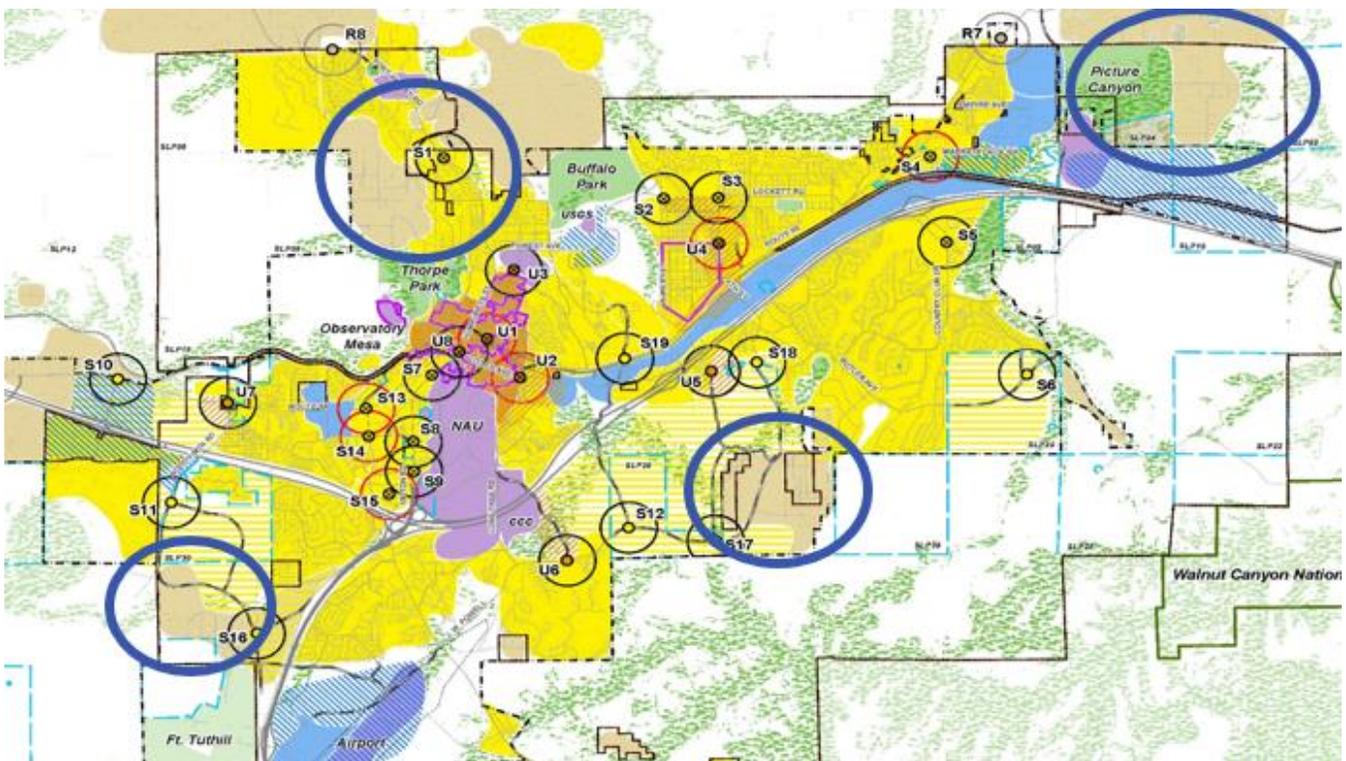
The proposed amendment would not make any substantive changes to this category and would have no impact on the type of proposals requiring a major plan amendment.

#### *Category 6 - Urban/Suburban/Rural*

In the RLUTP, the land use map was parcel-specific and major plan amendments were only required for land use changes that exceeded 20, 40 or 80 acres depending on the proposal. In the current Regional Plan, the equivalent map is generalized and requires amendments for area type changes that exceed 5, 10 or 20 acres. This is counterintuitive and has been a subject of much discussion since the plan was adopted. There have been cases of parcels with more than one area type and proposals that fell just under the threshold, which have been discussed in pre-application meetings. Staff proposes that the intent of these criteria can be maintained without a specific acre threshold. This would be

achieved by requiring a major amendment for projects that reduce the range of intensity, density, and mix of uses for an activity center, except where it is done to protect cultural or natural resources, and outside of activity centers, where the change is from suburban to urban. This change would have the effect of concentrating growth in activity centers and preventing haphazard urban development.

In the current Regional Plan, there is a major plan amendment category for “Rural to Suburban greater than 20 acres.” Council considered two options for replacing this criteria and ultimately decided on requiring major plan amendments for changes from Rural to Suburban area types outside of activity centers. It is important to note that of the area currently zoned either Estate Residential or Rural Residential, most will eventually be converted to Suburban or Urban Area Types per the Future Growth Illustration. The remaining Rural Area Type only exists on 4.4% of the area within the Urban Growth Boundary (See Map in Attachment D for details). This change would increase the number of parcels potentially impacted by the criteria from 15 parcels to approximately 200 parcels. However, given the limited supply of rural landscapes at build-out, the impacts would be localized to the locations circled on the map.



#### *Category 6 - Parks/Open Space Area Type*

Under the RLUTP, parks and open space land use changes did not require a major plan amendment. Under the current Regional Plan, open space, purchased for that purpose, is elevated to a major plan amendment but other open space and parks, which may or may not be designated for open space, are not. The proposed amendment would expand the land use category from only those “purchased for conservation” to any “designated for conservation and active or passive recreation.” Expanding the definition requires some flexibility because some areas within open space and parks are also used for utilities or other public facilities. Therefore the footnote for this category states, “Public facilities,

such as tanks, utilities, roads, and staging areas may be located within the Parks/Open Space area type. If these facilities have substantially altered the natural environment or created a brownfield site, removing them from the Parks/Open Space designation may be processed as a minor amendment. Expansion of such facilities does not require a plan amendment.” This would allow for expansion of utilities and roads in and around parks.

#### *Category 7 - Activity Centers*

Activity centers were a concept in the RLUTP but locations for them were not mapped. The current Regional Plan identified their locations and calibrated the transportation, infrastructure, sustainability and open space goals and maps to the activity centers through scenario-based charrettes and modeling. Moving or altering activity centers could have systematic impacts on the ability of the Plan to meet its goals and to sustainably support the City’s projected growth and job demand.

Currently, Chapter 3 has very few categories for major plan amendments and there are many potential scenarios that could significantly alter the Plan assumptions that do not require a major amendment. For example, without a major plan amendment process, it would be difficult for staff to evaluate what other calibrations the plan might need in order to relocate an activity center or decrease its intensity. One of the biggest impacts that would go without analysis would be how transportation choices would be altered or how many jobs or housing units would be deficit. Therefore, staff has proposed more robust categories for changes to activity centers that would still allow for specific plans to clarify the parcel-level refinement and compatibility issue, and would allow limited flexibility in moving the commercial core without additional procedural requirements.

Both options for proposed changes to criteria would expand the activity center criteria. Option 1 would only require a major plan amendment in existing activity centers which are denoted on Map 21 and 22: Future Growth Illustration with an "X" in the middle. Option 2 would require major amendments for future and existing amendments. Staff is proposing an exception for future activity centers that move as result of realigning transportation corridors.

#### *Category 8 - Corridors*

The RLUTP did not consider transportation corridors as a land use category. The current Regional Plan has major plan amendment categories for commercial corridors and Great Streets. The original content of the Regional Plan was unclear which map should be used to identify corridors but this was corrected by the major plan amendment processed last year. The amendment also added many corridors throughout the City to comply with Arizona State law about the content of the General Plan. This both clarified and expanded the breadth of the major plan amendment categories in the current Regional Plan beyond their original intent.

State law requires that the General Plan have a map that shows all collectors and arterials. The categories pertaining to corridors and Great Streets are themselves problematic in this context because they place limitations on expansion of the transportation that may be necessary to fully support the Future Growth Illustration and meet the requirements of the State law. For instance, subdivision plats do not require a Regional Plan compliance analysis, except for dedications to the City, which occurs at the end of the plat process. If a subdivision plat proposes a new collector road

that serves commercial land uses that otherwise comply with the Regional Plan, a major plan amendment would be required under the current rules. This would cause unnecessary delay and red tape for development of housing and businesses.

The category for commercial activities outside of activity centers and along corridors is also problematic because it is an amendment that does not actually amend any map in the Regional Plan. Under the RLUTP, specific land uses were mapped and under the current Regional Plan area and place types are generalized. Therefore, a new commercial use could require a plan amendment even though it would not make any changes to the Future Growth Illustration. It is more appropriate to address those concerns in the analysis of plan compliance.

Some members of the public have been concerned that removing these categories would fast-track changes along major corridors. Removing these major plan amendment categories related to corridors would be unlikely to result in a different pattern or intensity of commercial and mixed use development because much of the land along commercial corridors is already zoned for those uses. An analysis of the City's commercial corridors (Access, Circulation, and Freeway) shows that 95% of the parcels within a half block are already zoned Highway Commercial or Community Commercial, which both allow mixed-use buildings in the City of Flagstaff. A few exceptions are the northeast corner of Downtown, S. Beaver St. and San Francisco St. (Southside), Mt. Elden Hills and Ft. Valley Rd. All of these locations, except for Ft. Valley Road, did not originally require major plan amendments but were added to Map 25 as part of the Major Plan amendment last year. Both Downtown and the Southside neighborhood, are in the Urban Area Type that allow commercial uses along corridors. Mt Elden Hills is managed by restrictive covenants and a Homeowner's Association. Ft. Valley Road has congestion issues that make it an unlikely place to increase density and it has widely separated activity centers that are intended to be the areas of concentrated growth.

Staff originally proposed to delete categories associated with corridors. Through the public hearings, an alternative criteria was developed that would require any changes to an existing residential corridor, local or private street to a commercial corridor to be preceded by a major plan amendment. It is uncertain how this new criteria would impact future cases within the existing developed area of the City but it would provide more flexibility in undeveloped areas, where future corridors are indicated on Map 25: Road Network Illustration.

#### *Category 9 - Text Amendments*

Under RLUTP and the Regional Plan, all text amendments were and are minor amendments. However, reviewing the potential categories with former members of the CAC brought forward the concern about how much time had been spent crafting the content of these policies and their importance to the Regional Plan. Staff, therefore, proposes that adding or deleting goals and policies require a major plan amendment category, unless those changes are proposed as part of a comprehensive Specific Plan, such as the High Occupancy Housing Plan. The category would not prevent modifications to the goals and policies but would prevent them from being deleted or added without substantial public process.

During the public hearing, the Council expressed concern that the criteria for major plan amendments are also an important foundation for the plan and that future changes to the criteria

may also rise to the level of major plan amendment. Therefore, Option 1 proposes new criteria for adding or deleting a goal or policy in the plan only, and Option 2 includes the criteria for goals and policies, and any changes to the major plan amendment criteria.

This proposed category also clarifies that only the City (staff, Council, Commissions) can recommend changes to goals and policies. This is actually already the case because of who would be able to get standing to recommend a change but the footnote makes this clearer. A resident did approach the front counter this year with a request to change language in the plan that they individually did not like, which would undermine the community's voice in shaping the content of the Regional Plan through ratification in 2014.

#### *Changes made through a Specific Plan*

The Urban Growth Boundary, Urban/Suburban/Rural, Activity Centers and Goals and Policies categories are all proposed to have footnotes that allow for amendments proposed as part of a specific plan to be processed as a minor plan amendment. The rationale for allowing this exception is that specific plans, typically take a year or more to develop and they must follow all the same procedural steps as a major plan amendment per Title 11. So the only difference between a major amendment and a minor amendment with a specific plan is the annual timeline that major amendments must adhere to. Adding flexibility to this requirement ensures the same level of public notification and involvement but allows more time to negotiate complicated, multi-property-owner issues or development master plans for large areas.

#### Clarifications regarding Minor Plan Amendments

In the current Regional Plan, the table describing amendment criteria includes an incomplete list of possible amendments to the plan. This list has been confusing when an applicant has been proposing something that was not included in the table on current Page III-9. Since the State law requires that all changes that are not major are minor amendments, the proposed Chapter 3 has removed this column of the table and replaced it with a bulleted list providing some examples.

The proposal also clarifies the timing of amendments. Changes to background information and public infrastructure may occur without an action that can trigger a plan amendment. For instance, new Historic District could be designated by the State, or the Arizona Game and Fish Department could update their wildlife corridor data. Likewise, the City could realign a road or upgrade sewer lines in a neighborhood without any action that would require a plan amendment. The only changes that cannot be brought forward without plan compliance are rezoning and annexations applications.

Under the proposal, rezoning and annexation applicants would be required to pay the fee and submit an application for a plan amendment (major or minor, if part or all of their proposal requires an amendment to Maps 21 and 22 (Future Growth Illustration), 24 (Activity Centers), or 25 (Road Network Illustration)). With their application, they would update any other related maps in the Regional Plan. If the application complies with Maps 21, 22, 24, and 25 but would result in changes to other maps, such as moving a historic resource, then they would not amend the Plan with their application. In this case, the analysis for Regional Plan compliance would disclose the action, and the minor plan amendment would be part of the annual update that the City will propose along with the Regional Plan Annual Report, starting in 2017.

The rationale for this is that all other maps in the Regional Plan were created to inform Map 21 and 22 (Future Growth Illustration), based on related sustainability, transportation, historic resources, utilities and natural resource preservation indicators. The basis for the location of activity centers and urban areas included these parameters and were calibrated to balance the trade-offs underlying the goals and policies in the plan. Therefore, a project which meets the criteria for its area-place type is a refinement of other maps in the Regional Plan, but falls within the expected range of variability for the document overall. Using the same rationale, the only changes to Map 25 that would require an amendment concurrent to a request for rezoning or annexation are changes to commercial corridors. Changes to residential corridors on the map do not impact land uses and therefore, can be included in the update that accompanies the Annual Report.

#### Changes related to Specific Plans

Specific Plans are discussed on Pages III-8 and III-13 of the proposed Chapter 3. The current Regional Plan states:

*Over the past decade, the City of Flagstaff's RLUTP proposed the development of special study area plans to deal with unique community and neighborhood issues, including, for example, the Southside 2005 Plan and the La Plaza Vieja Neighborhood Plan (2011). These study area plans were developed in close coordination with local residents.*

*This new Flagstaff Regional Plan does not supersede these plans. They will remain in effect except for any provisions that may conflict with this new Plan, until such times as the plans are amended or repealed by the City Council.*

This statement is factually inaccurate, and has led to confusion on numerous occasions. The statement is false because:

- A study cannot supersede a Regional Plan because the plan is ratified by voters.
- Neither the Southside Plan nor the La Plaza Vieja Plan were adopted specific plans at the time, and therefore, these plans could not be used as part of the rationale for denying requests for rezoning.
- Specific Plans adopted by different mechanisms have different legal standing in relation to the Zoning Code and the Regional Plan( i.e. Resolution or Ordinance).

Comments received about the draft replacement text made it clear that the first attempt to clarify these distinctions was too detailed and confusing. Staff proposes a short and more concise version of the distinctions surrounding specific plan adoption in the final draft. Some commenters preferred the existing language but leaving in a false statement would not make the status of plans different than they currently are treated. It would only lend itself to more confusion.

As discussed in *Changes made through a Specific Plan*, the proposed amendment to Chapter 3 would allow changes that meet Urban Growth Boundary, Area Types, Activity Centers, and Goals and Policies major plan amendment criteria to be proposed as part of a specific plan and processed as a minor amendment under those circumstances. They would need to follow the same notification and meeting procedures as a major plan amendment would require. Specific Plans typically take more

than a year to develop and adopt and carefully look how the plan is implemented in a certain area. They are meant to resolve the trade-offs between plan goals and policies and prioritize them. In the process of doing this, an adjustment to land use or plan direction may be proposed that would apply to a specific area or City-wide. Staff believes that given this level of public involvement, a major plan amendment would be a duplication of effort in these cases.

#### Role of City Council

On Page III-5, staff proposed edits to paragraph describing how the Council will use the Plan and generated numerous comments. The main purpose was to clarify that the Council does not review all development applications and that administrative applications do not have to consider the Regional Plan direction, only the standards and guidelines of the City Codes (Zoning, Engineering, Wastewater, etc.). The changes proposed between draft and final are intended to address public concerns while correcting the factual errors in the original paragraph.

#### Non-substantive changes

Staff is also proposing non substantive changes throughout the section to clean up the relationship between the plan and the City Code, highlight new content on the first page, adjust headings, correct historical information, reorganize content to make it easier to follow, correct typos and provide clearer wording that matches other laws, regulations and policies.

## Regional Plan Analysis

### Relevant Goals and Policies

Policy CC.1.3. Design development patterns to maintain the open character of rural areas, protect open lands, and protect and maintain sensitive environmental areas like mountains, canyons, and forested settings.

Policy LU.1.6. Establish greater flexibility in development standards and processes to assist developers in overcoming challenges posed by redevelopment and infill sites.

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.

Goal ED.1. Create a healthy environment for business by ensuring transparent, expeditious, and predictable government processes.

Policy ED.1.2. Steadily improve access to easily understandable public information.

### Analysis

The analysis underlying the Regional Plan's Future Growth Illustration carefully balances the competing demands of the community for population and economic growth, natural and cultural resource protection, and long term resiliency and sustainability. The overall strategy to achieve this balance is to emphasize redevelopment and infill opportunities as a means to protect open space and rural landscapes and promote a sustainable community. The amendments proposed to Chapter 3 of the Regional Plan are trying to keep with that intent in a manner that is more transparent and well-reasoned. The changes would provide greater protection for job generating land uses essential to our economy, protect the growth centers for infill and redevelopment, distribute growth in a manner that supports an efficient use of our transportation system, and prioritizes the protection of areas designated for open space. Even though Chapter 3 is still not a snoozy beach-read, we believe that the process and underlying assumptions would be more explicit under the proposed amendments and that would result in a fairer process for all parties.

In terms of options related to the Rural to Suburban Area Types category, Option C would do the most to support Regional Plan Policy CC.1.3. and Policy NH.6.1. Option A would do the most to support Goal ED. 1 and Policy ED.1.2. This trade-off is meaningful and has been left open for the City Council to consider.

# OPTION 1

The differences between Options 1 and 2 are found on Pages III-10 to III-15. The differences are based on the changes made to the Major Plan Amendments Chart and options provided therein.



## HOW THIS PLAN WORKS

### Who this Plan is For

The *Flagstaff Regional Plan* applies to the 525-square-mile FMPO planning area. It extends from Bellemont to Winona and from Kachina Village and Mountainaire to north of the San Francisco Peaks. The Plan serves as the general plan for the City of Flagstaff, and in the county areas works in conjunction with the Coconino County Comprehensive Plan and other community area plans. This Plan is for the people that live here, and the businesses that employ here. This Plan is for the visitors, prospective businesses, elected officials, City and County departments, the development community, interest groups, and resource agencies. This Plan is for the present and future generations.

### How this Plan is Used

The *Flagstaff Regional Plan* is used for decision making so that Flagstaff City government is accountable for publicly derived policy outcomes and goals. It also provides the basis for policies and regulations to guide physical and economic development within the Flagstaff region. The Plan will be used as a guide, or roadmap, for the future of the City and the region, and it establishes priorities for public action and direction for complementary private decisions, thus striving to establish predictability in the decision-making process.

General plans are not static documents; they recognize growth as a dynamic process, which may require revisions to the plan as circumstances or changes warrant. This Chapter works in conjunction with Flagstaff City Code, Title 11, Chapter 11-10 (General Plans), to establish the process for how to amend the Plan.

#### Inside this Chapter:

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Photo by: Brittney Proctor

# The Planning Process

## Why Do We Plan?

We plan in order to guide growth and development in a way that allows our region to remain an outstanding area in which to live. We also plan so that we may build and pay for larger projects that benefit our whole community, present and future. This plan presents a comprehensive vision for the future of the area, and provides guidance as to how that vision can become a reality.

## Why Do We Have a Regional Plan?

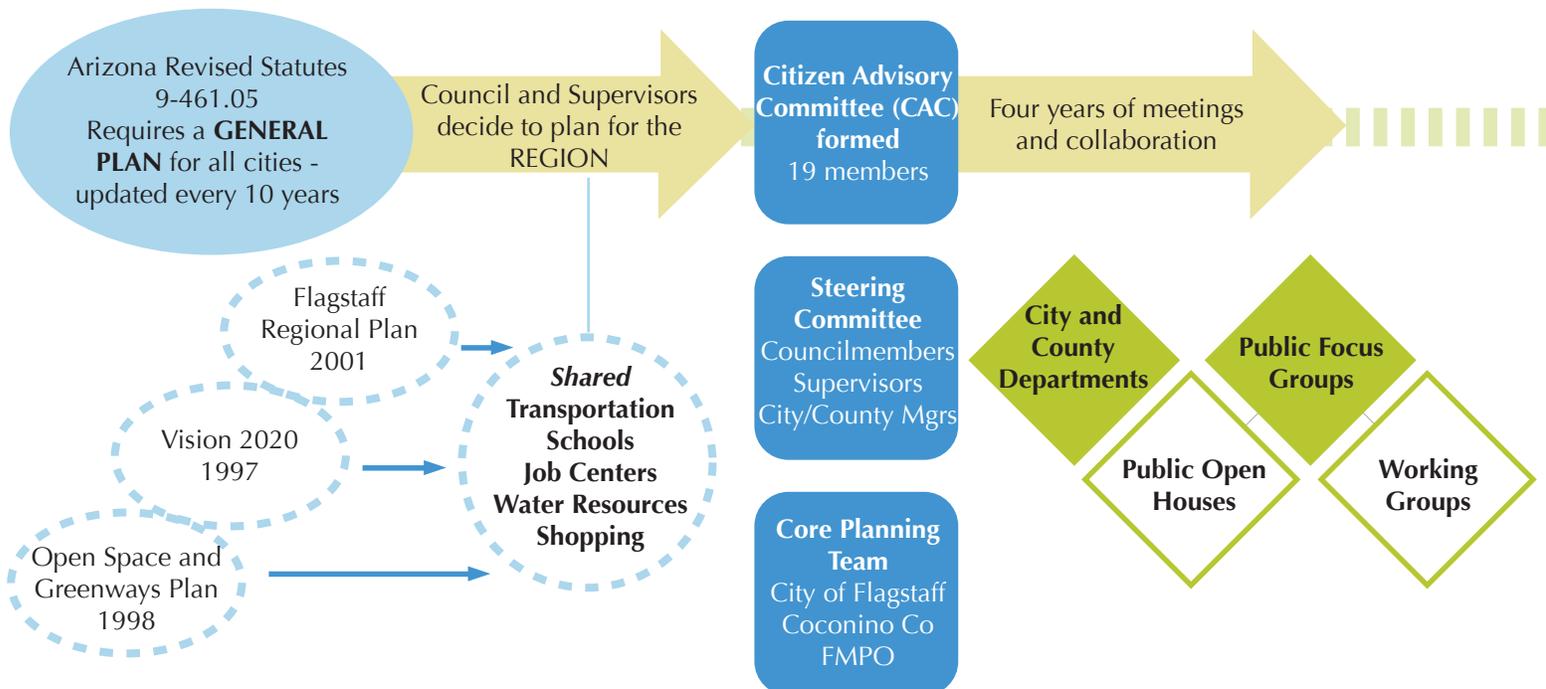
The Growing Smarter Statutes adopted by the State Legislature in 1998 and 2000 require that all municipalities and counties adopt general or comprehensive plans, and that these plans be updated every 10 years. However, the principal reason to have a plan is to make informed choices about our future. The *Flagstaff Regional Plan* contains goals and policies that provide guidance for making choices about public investment and for setting priorities.

## A Regional Focus

The City and surrounding communities all have unique identities and characters, but as a whole, the greater Flagstaff area functions as a unified community. Residents of the outlying neighborhoods and tribal

lands work and shop in the city, attend the schools, and use the services and medical facilities that are largely located within the City. The City and the County do address capital improvements differently; however, economic and environmental issues such as water and air quality, forest protection, and open space do not adhere to political boundaries. As such, the City and County chose to partner on the Plan even though they were not legally required to do so.

Creation of *A Vision for our Community: Flagstaff 2020* was the first step in bringing the City and County together, which was continued through the 2001 Regional Land Use and Transportation Plan (RLUTP) and enhanced in this *Flagstaff Regional Plan*.



## How We Got Here

The *Flagstaff Regional Plan* is the guiding policy document for the City of Flagstaff as required by state law. It is important that the Plan was created as a collaboration of Flagstaff citizens, public officials, and staff members, using an open planning process. A 19-member Citizen Advisory Committee (CAC) was appointed by the Flagstaff City Council and Coconino County Board of Supervisors. The CAC met monthly or bimonthly for over four years to develop the vision, guiding principles, and goals and policies for each of the topics covered by this Plan. In addition, a Steering Committee comprised of two Councilpersons and two Supervisors met quarterly to keep the process on track and make sure the public participation plan was effective. A core planning team of City and County staff also met regularly throughout the process to provide support to the CAC, draft sections of the Plan, and carry out all aspects of public participation. Hundreds of City and County residents provided important comments through open houses and focus groups, provided comments on the web site, blogs, and participated in surveys, all of which were crucial in defining the Plan's direction.

## Creating a Plan that Works

The *Flagstaff Regional Plan* is a living, working plan that relies on the disciplined and artful execution of three activities. First, the analysis of local conditions and historical trends, larger trends, our community vision, and best practices was learned from other communities. Second, the information gathered for those inputs was incorporated in a planning process that recognized the high level of economic, social, and environmental uncertainty we currently face. Third, the Plan must communicate transparently how those inputs were utilized and why the final plan decisions were chosen over other alternatives.



## Flagstaff's Planning History

1945 – The City of Flagstaff's Planning and Zoning Commission is established

1957 – A Workable Program is established as a prerequisite to any city redevelopment activity and includes a 20-year physical growth plan

1959 – The *City of Flagstaff Metropolitan Plan* is published

1964 – Coconino County adopts its first zoning ordinance and subdivision ordinance

1965 – Flagstaff General Plan is created

1969 – The Flagstaff City Council adopts a General Plan for the Year 1985 as a guide to the development of the Flagstaff planning area

1974 – The *Coconino County General Plan 1990* is adopted as the County's first comprehensive plan

1975 – The City's 1969 General Plan is revised and renamed the 1990 General Plan

1986 – The Flagstaff City Council adopts the *Growth Management Guide 2000* as the City's first comprehensive physical plan for growth that included goals, open space, FUTS and alternate transportation in a way that reflected citywide input. The Guide was the foundation for all other City plans and future general plans

1990 – The *Coconino County Comprehensive Plan* is adopted, differing from its 1974 predecessor by including goals and policies for future growth and development

1997 – *A Vision for our Community: Flagstaff 2020* is developed through a visioning process involving more than 5,000 community members in interviews, focus groups, and surveys designed to elicit a common vision for Flagstaff's future in the year 2020

1998 – The *Flagstaff Area Open Spaces and Greenways Plan* is published "to provide guidance in protecting and preserving existing open spaces with the demands of urban growth"

2001 – The *Flagstaff Area Regional Land Use and Transportation Plan (RLUTP)* is developed as a cooperative effort by the City of Flagstaff and Coconino County, based on the 2020 visioning process, as a resource plan created to guide future land use decisions in the City of Flagstaff and surrounding areas

2003 – The *Coconino County Comprehensive Plan* is updated in response to the state's Growing Smarter Act of 1998 and Growing Smarter Plus Act of 2000, requiring counties to update their comprehensive plans prior to December 31, 2003

SOURCES: "A Short History of Planning and the Future in Flagstaff." Sean Downey, December 8, 2000. *Coconino County Comprehensive Plan*.

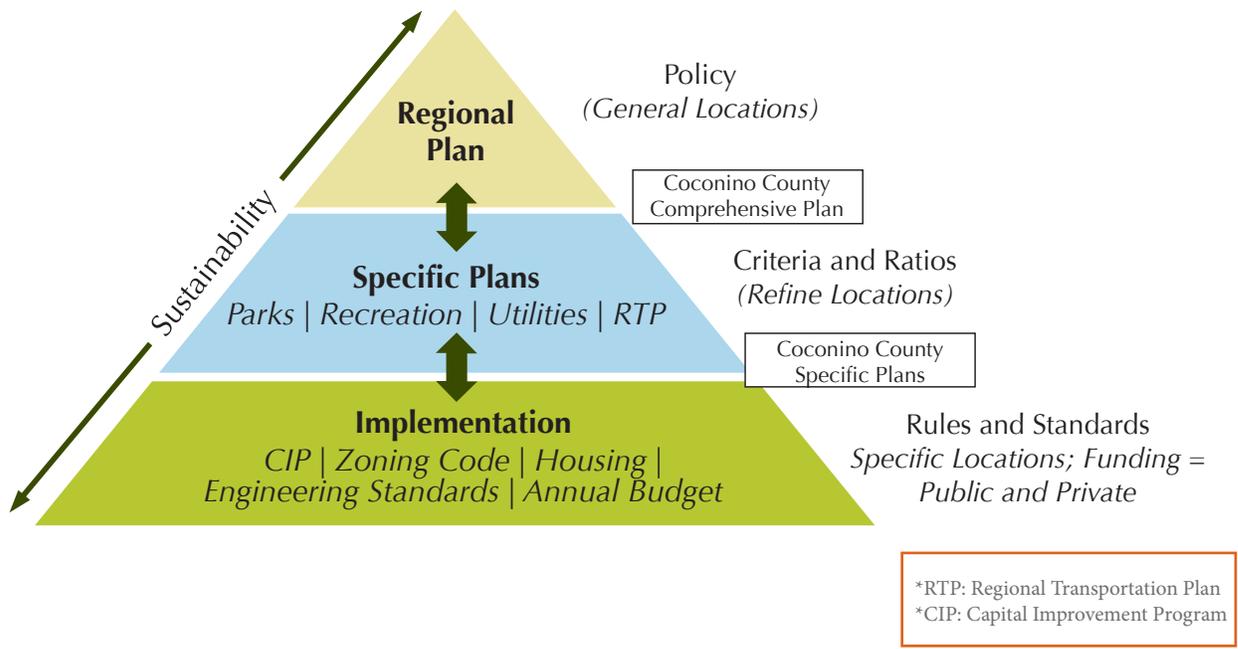
## Implementing the *Flagstaff Regional Plan*

The relationship between the *Flagstaff Regional Plan* and such implementation tools as master plans, the Zoning Code, and other regulations is illustrated in the pyramid graphic on Page III-5; the *Flagstaff Regional Plan* establishes the vision for the future growth and development of Flagstaff and its surrounding area through goals and policies. City-adopted master plans and County area plans, City and County Zoning Codes, and other City codes, on the other hand, implement the goals and policies of the *Flagstaff Regional Plan* by providing standards, regulations, and tools for land development.

## City of Flagstaff

### Who implements the Regional Plan?

Most importantly, the *Flagstaff Regional Plan* 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. When reviewing



development proposals, City staff, the Planning and Zoning Commission, and the City Council will review applicable goals and policies to determine whether a proposed development is consistent with the Plan. The Future Growth Illustrations (Maps 21 and 22) and the text of the Plan will provide supplemental information for the interpretation of goals and policies. In case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail. The Plan is also used to guide decisions related to the expansion of public infrastructure, for example, the building or improvement of new roads and trails, investment in parks or public buildings, and other facilities. Many initiatives to improve the community start at the grassroots level. Thus, the Plan may be used by all citizens in order to ensure that new development conforms to the Plan and for assistance in implementing actions that will further the Plan's vision and direction. Generally, the City will use the Plan as follows:

- **City Council**—will use the Plan to evaluate development applications and City projects that come before Council and require consideration of the Plan. The Plan is the basis for the finding of conformance and discussions of compatibility for such land use decisions, including Regional Plan amendments, zoning map amendments, annexations, discretionary development applications, and master/specific plans. The *Flagstaff Regional Plan* provides a general background (why/intent), goals and policies (how), and a sense of priorities for making decisions. The Plan is broad enough to permit Council priorities to change between major plan updates.
- **City Planning and Zoning Commission**—serves in an advisory role to the City Council, and will use the Plan similarly, possibly to provide a clear connection to supporting technical documents to best justify or explain their recommendations.
- **City Management (including legal counsel, department, and division heads)**—also serve in an advisory role to the City Council, and will use the Plan to review staff recommendations, assess legal implications (e.g., property acquisition or impact issues), and explain budget and program recommendations (e.g., funding for master planning efforts, regulation updates, business attraction efforts, facilities planning).



Photo by: Tom Bean

- **Public Agency Staff**—will use the Plan to develop and evaluate development application requests such as Regional Plan amendments, zoning map amendments, subdivision plats, and other requests that require recommendations to management and governing bodies. The Plan will permit staff to clearly communicate to applicants the community expectations and concerns relevant to the property in question, subsequent recommended modifications or conditions for approval, and the reasoning behind them. Further, the Plan will be an essential tool for all City staff when, for example, prioritizing capital improvement projects, pursuing land acquisition, and developing agency budgets.
- **Development Community/Realtors/Prospective Buyers/Land Owners**—will use the Plan to determine the desirability of different development proposals on their properties, advise developers or owners on best available properties suitable to a proposed use or “highest and best use” for a given property, inform on the range of possible uses surrounding a property and their potential impacts on that property, and inform on long-range changes including infrastructure.
- **Interest Groups (e.g., environmental, business, education)**—similar to property owners, interest groups will use the Plan to advocate positions related to proposals, but often on a broader range of policy issues. These groups may use the Plan to advocate for or against new initiatives such as plans, infrastructure investments, educational programs, or business districts.
- **Resource Agencies**—will use the Plan in discussions with the City on resource/agency management plans, joint agreements, and cooperative initiatives.
- **General Public**—requires an accessible Plan that allows them to decide on whether the Plan represents the “right” direction for the region.
- **Future Generations**—will have the full benefits, as well as address the challenges, of this Plan.

### How Do We Implement?

The *Flagstaff Regional Plan* is intended to play a pivotal role in shaping the future of the City. Implementation of the Plan will evolve over time with new budgets, capital plans, work programs, and changing priorities, but listed below are some practical ways to ensure that future activities are consistent with the *Flagstaff Regional Plan*:

- **Capital Improvement Plans**—The City’s capital improvement plans and long-range utility and transportation plans will be prepared consistent with the Flagstaff Regional Plan’s land use policies and infrastructure recommendations (water, sewer, stormwater, transportation, and parks/recreation). Major new improvements that are not reflected in the Flagstaff Regional Plan, and which could dramatically affect the Plan’s recommendations, should be preceded by a comprehensive update to the Plan.
- **Development Approvals**—The approvals process for development proposals, including zoning map amendments and subdivision plats, are an important implementation tool of the Plan. The City of Flagstaff’s Zoning Code (Flagstaff City Code Title 10) and the Subdivision Regulations (Title 11) will be updated in response to regulatory strategies presented in the Plan.
- **Illustrative Plans**—These are plans or maps that depict (illustrates, but does not regulate) the streets, lots, buildings, and general landscaping for proposed development and redevelopment areas.



Photo by: K DeLong

- **Master or Specific Plans**—Master plans or specific plans should include a statement(s) describing how the plan implements *Flagstaff Regional Plan* goals and policies, and how it is compatible with the Plan.
- **Economic Incentives**—Economic incentives should carry out *Flagstaff Regional Plan* goals and policies. Areas identified by specific and illustrative plans should have higher priorities for incentives and public/private partnerships.
- **Private Development Decisions**—Property owners and developers should consider the strategies and recommendations of the Plan in their own land planning and investment decisions. Public decision-makers will be using the Plan as a guide in their development-related deliberations.
- **Annual Work Programs and Budgets**—The City Council and individual City divisions will use the Plan when preparing annual work programs and budgets.
- **Future Interpretations**—The City Council should call upon the City Planning Director and Planning and Zoning Commission to provide interpretation of major items that are unclear or are not fully addressed in the Plan. In formulating an interpretation, the Planning Director and Commission may call upon outside experts and other groups for advice. Minor items that require interpretation should be handled by the appropriate agency as it implements the Plan.
- **Staff Reports**—When preparing reports to the City Council and City Commissions, staff reports should identify if and how the Plan’s goals and policies are being implemented.

## Coconino County

For areas outside the City of Flagstaff limits, but within the FMPO boundaries, the *Flagstaff Regional Plan* will guide land use decisions in conjunction with the Coconino County Comprehensive Plan and applicable area plans. The goals and policies in the Plan are used by County planning staff, the County Planning and Zoning Commission, and the Board of Supervisors to evaluate development proposals and to determine if such developments are appropriate for the unincorporated areas of the FMPO region. The *Flagstaff Regional Plan* is consistent with and complementary to the Coconino County Comprehensive Plan and the local community area plans in the region. These plans are decision-making tools used by residents, landowners, developers, Coconino County Community Development, Planning and Zoning Commission, and the Board of Supervisors. The Plan also serves as a comprehensive reference and blueprint for community programs as well as for public- and private-sector initiatives.

## Relationship to Other Planning Documents

The *Flagstaff Regional Plan* incorporates, updates, and builds upon many past planning efforts within the Flagstaff region, and every effort has been made to ensure consistency with these other planning documents and to minimize conflicts.

Appendix A contains a list of documents that implement, or are related to, the *Flagstaff Regional Plan*.

## *Flagstaff Pathways 2030 Regional Transportation Plan*

The FMPO adopted the *Flagstaff Pathways 2030 Regional Transportation Plan (RTP)* in December 2009 that identifies and prioritizes future transportation investments for roads, public transit, and trails. This plan evaluates the cost and effectiveness of projects for each major travel mode and addresses the relationships between land use, transportation, the economy, and the environment. This document is updated every five years.

### **Other Regional Planning Documents**

There are two federal management plans in the planning area for Walnut Canyon National Monument and Sunset Crater Volcano National Monument. In addition, the Coconino National Forest has been working to revise its Forest Plan. At the county level, the *Coconino County Comprehensive Plan* adopted in 2003 also applies to the 460 square miles of unincorporated county land within the *Flagstaff Regional Plan* area. In addition, the County has 10 community area plans, of which five are within the area covered by the *Flagstaff Regional Plan*—Bellemont, Fort Valley, Doney Park Timberline-Fernwood, Kachina Village, and Mountainaire. These area plans also have goals and policies specific to each community and four of the five also have design review overlay guidelines which serve to ensure that new commercial buildings are compatible with the character of each community.

### **Specific Plans and Studies for Areas and Corridors**

The purpose of a specific plan is to provide a greater level of detail for a geographic area or element of the Regional Plan, and to provide for the systematic implementation of the Regional Plan. Specific plans can also be adopted as master plans for development when they accompany a request for rezoning. The development of specific plans is essential for implementation of the *Flagstaff Regional Plan* and its vision. These plans are necessary to further determine the nature and scale of activity centers, corridors and neighborhoods, the cross-sections and alignment of future corridors, and the priority of goals and policies in a particular area. For more details about the content and purposes of specific plans, see Flagstaff City Code, Title 11, General Plans, and Subdivisions. Specific plans can be adopted in a number of ways.

Specific plans adopted by ordinance provide development standards and phasing of infrastructure for the planned area. The *Flagstaff Regional Plan* cannot supersede specific plans adopted by ordinance, but must be considered if they are amended.

Specific Plans adopted by resolution are official City policy providing direction on how to implement the Regional Plan. If the plan was developed prior to May 2014, only portions of the specific plan that align with the *Regional Plan 2030* are valid.

Plans that were proposed but not adopted by resolution or ordinance can be used as strategic documents and studies to better understand unique community and neighborhood issues. They reflect the desired future conditions supported by the community unless specifically rejected by the City Council. Rezoning, annexation, and plan amendment requests typically consider these plans and studies, but are not required to demonstrate conformance with them.

Within each specific plan or study, there is language that describes which parts of the documents are aspirational, advisory, strategy, and which are standards and guidelines. Specific Plans need to be read in the context of their status, intent, and conformance with the Regional Plan. Appendix A lists Specific Plans that were adopted or worked on by the City and their status.

## Keeping the Plan Current

### Annual Plan Review and Monitoring

The purpose of annual reviews and monitoring is to ensure that the Plan continues to reflect core community values and to evaluate how new developments have been approved in compliance with the Plan. To achieve this, department directors will provide the City Manager and City Council with an annual review of Regional Plan-related activities. This review will accomplish the following:

- Measure the City's success in achieving Plan goals and policies through recommended strategies such as measuring on a per-project basis how sustainability indicators have been achieved
- Identify proposed strategies to be pursued under the coming year's budget
- Identify unlisted strategies that will achieve Plan goals
- Document growth trends and compare those trends to plan objectives
- List development actions that affect the Plan's provisions
- Explain difficulties in implementing the Plan
- Review community indicators
- Review outside agencies' actions affecting the Plan.

Refer to Appendix D, *Annual Report Template*

### Comprehensive Plan Review

To ensure that the *Flagstaff Regional Plan* remains an effective guide for decision-makers, Flagstaff will conduct comprehensive evaluations of the Plan every 10 years as required by Arizona Revised Statute §9-461.06 and should address the following in addition to any state mandated requirements:

- Progress in implementing the Plan
- Changes in community needs and other conditions that form the basis of the Plan
- Fiscal conditions and the ability to finance public investments recommended by the Plan
- Community support for the Plan goals and policies
- Changes in state or federal laws that affect the City's tools for Plan implementation
- Changes in land ownership, usage, or development in areas immediately outside of the planning boundary and jurisdiction (such as those that might be implemented on the Navajo Nation to the east and north, or by the Hopi Tribe on parcels it owns, or by Camp Navajo to the west, or in communities such as Parks).



Photo by: Tom Bean

The *Flagstaff Regional Plan* is a dynamic document that can be updated, revised, and improved over time to respond to emerging issues, new ideas, and changing conditions. To assess the Plan's effectiveness, the City will need to monitor actions affecting the Plan. As a result of these monitoring efforts or private development requests, the City will need to amend the Plan periodically. The Planning and Zoning Commission and City Council need to consider each proposed amendment carefully to determine whether or not it is consistent with the Plan's goals and policies. In addition, the cumulative effect of many changes may result in a change in policy direction. For this reason, Plan amendments must be evaluated in terms of their significance to overall City policy. A comprehensive summary listing of the goals and policies for the Plan is included in Appendix B, and will serve as a valuable tool to ensure any future changes or amendments are in keeping with the Plan's original vision and intent.

## Amendments and Development Review Processes

The codified processes described below serve as tools for City staff to implement the goals, policies, and strategies of the *Flagstaff Regional Plan*. In addition, through public hearings when applicable, these processes provide opportunities for citizens to make recommendations to the Planning and Zoning Commission and City Council regarding the goals and policies of the *Flagstaff Regional Plan*.

**Annexations** – All proposed annexations will be evaluated for consistency with the goals and policies of this Plan. The proposed annexation should not be detrimental to the majority of the persons or property in the surrounding area or the community in general. The City’s basic position regarding annexation is that the annexation must demonstrate a favorable benefit to the taxpayers of the City. All applications for annexations of real property shall be reviewed, processed, and approved in conformance with Arizona Revised Statute §9-471 et seq. (Annexation of territory, procedures, notice, petitions, access to information, restrictions). Annexations may be initiated by the following:

- City Council or City Manager – The City Council or the City Manager may direct the Planning Director to review a specific property to determine whether it may be legally annexed and to contact property owners to determine whether they will sign an annexation petition.
- Property Owners – One or more property owners may submit an application to the City to annex property.

**Zoning Code Amendments** – In accordance with the City of Flagstaff Zoning Code, Division 10-20.50, an amendment to the Zoning Map or the text of the Zoning Code may only be approved if:

- The proposed zoning map amendment(s) is consistent with and conforms to the goals and policies of the *Flagstaff Regional Plan* and any applicable specific plans.
- If the application is not consistent with and does not conform to the *Flagstaff Regional Plan*, and any other specific plan, the applicable plan must be amended in compliance with the procedures established in the Flagstaff City Code, Title 11, Chapter 11-10 (General Plans), prior to consideration of the proposed amendment(s).

**Public Development Projects** – City- and County-sponsored projects and Capital Improvement Programs should be required to adhere to all applicable goals and policies of the *Flagstaff Regional Plan* through project planning and budgeting to ensure funding is available to implement the Plan.

## Comprehensive Updates and New Elements

Refer to Flagstaff City Code, Title 11, Chapter 11-10 (General Plans), for procedures relating to the addition of a new element to the Regional Plan, or for comprehensive General Plan update requirements.

## Amendments to Text and Maps 21, 22, 24, and 25

Major plan amendments should evaluate proposals that would substantially alter the balance between the goals and policies of the Flagstaff Regional Plan. When a major plan amendment is proposed, it will be evaluated for its conformance to goals and policies, and systematic impacts that would alter the expected growth scenario that the Regional Plan embodies (See Page II-11 for scenario details). The growth scenarios that were used to develop the

Future Growth Illustration. The scenarios were based on a computer model to integrate land use, transportation, and environmental outcomes to a preferred build out scenario that informed the Regional Plan's Maps 21 and 22 (Future Growth Illustration), Map 24 (Activity Centers), and Map 25 (Road Network Illustration). When a major plan amendment is proposed to these maps, its expected outcome will be compared to the original assumptions of the plan and the systematic impacts of the change. Only those changes listed in the chart as requiring a major plan amendment need such an amendment. All other changes require only a minor plan amendment.

A major plan amendment is required when a proposal meets any one of the criteria on the chart on Pages III-14 and III-15. Major plan amendment categories "1" through "8" relate to Maps 21, 22, 24, and 25. Any changes made to the content of these maps can be carried forward to other maps that use the same map features for background, as part of the City's annual update. Major plan amendment category "9" only applies to text found in the "Goals and Policies" call out boxes that are located throughout the document. Deletions, additions or changes to goals and policies in the Regional Plan can only be proposed by the City of Flagstaff's Council, Commissions or staff.

Any other changes to the Regional Plan not shown in the Major Plan Amendments Chart, are considered minor plan amendments. Minor plan amendment analysis is focused on conformance with the goals and policies of the Regional Plan. Some examples of minor plan amendments are:

- Changes from urban to suburban area types outside of activity centers
- Changes from suburban to urban area type inside an activity center
- Changes from urban, suburban, and rural area types to employment
- Identifying a new area type for an "Area in White" on Maps 21 and 22
- Refinement of place types at the parcel level as part of a specific plan
- Wording changes to goals and policies that do not substantially alter their meaning
- Expansion of the Urban Growth Boundary to bring an area already served by City utilities into compliance or to serve facilities in Parks/Open space.
- Adding a commercial or residential corridor in a new subdivision

### **Major and Minor Plan Amendment Procedures**

The Regional Plan is a living document and is expected to be amended regularly to keep it current and relevant. There are two types of plan amendments: major and minor. In Arizona, each jurisdiction can determine what changes require a major plan amendment in the General Plan (*Flagstaff Regional Plan 2030*). The procedures for processing plan amendments can be found in the Flagstaff City Code, Title 11, General Plans, and Subdivisions. Flagstaff City Code may change independent of the Regional Plan and should be used to refer to details of any related process.

Arizona Revised Statutes (A.R.S.) require all major amendments to the Regional Plan to be presented at a single public hearing during the calendar year the proposal is made. The process for major amendment proposals is very specific and deadline driven. Major plan amendments must be processed before an application for rezoning or annexation can be accepted. The process includes public notification, Planning and Zoning Commission review, and a minimum of three public hearings. The proposal is also required to be sent to the Planning and Zoning Commission, City Council, and a review and comment period 60 days prior to public notice. Major amendments to the general plan also require an affirmative vote of at least two-thirds of the members of the City Council. These requirements may be changed by the City or the State.

A minor amendment to the general plan requires only one public hearing by the Planning and Zoning Commission and one by the City Council. These minor amendment public hearings may be held at any time during the calendar year, and require a simple majority vote of the City Council. Minor plan amendments may be processed concurrently with rezoning and annexation applications. Some minor plan amendments may have consequences for how the Plan is implemented, but it is difficult to define them as "major" based on any criteria that could be identified early in the application process.



Photo by: Tom Bean

## Amendments to Other Maps and Plan Content

If the Plan changes are the result of a development application that complies with the urban growth boundary, area types, and place types, amendments to other maps in the plan may be completed as part of the City's annual update of the Regional Plan. . In these cases, it is not required to have a plan amendment processed along with the development application. If the application requires a change to the urban growth boundary, area or place types, then all amendments to other maps in the Regional Plan should be processed concurrently. Changes or updates to other content of the Regional Plan not resulting from a development application will be gathered throughout the year and presented for City Council adoption along with the Regional Plan Annual Report.

## Area and Place Type Guidelines

Maps 21 and 22 (Future Growth Illustration) and Map 24 (Activity Centers) are generalized representations of area types and Activity Center and Neighborhood place types. Map 25 (Road Network Illustration) includes representations of the commercial corridor place type. Residential corridors and other streets on Map 25 are not considered place types. The following paragraphs relate to the content of Chapter IX: Growth and Land Use. Chapter IX describes areas and place types through the maps, goals and policies, and Tables of Characteristics, which give detail on the desired conditions within Urban, Suburban, and Rural Activity Centers, Neighborhoods, and Corridors. These guidelines describe how the background text, goals and policies, and maps are used to determine if a proposal complies with the area and place type, or requires an amendment.

### Descriptions of Area and Place Types

Tables of Characteristics include information that describes the combined area-place type, such as Suburban Neighborhood, in terms of desired pattern, block size, density and intensity, mix of uses, transportation, open space, and parks. Parks/Open Space, Employment, and Special District area types are not described in the tables but have explanations of similar characteristics described in the text. These tables are intended to be interpreted at a scale that at a minimum is a neighborhood or activity center, and may be larger.

Every row of the Tables of Characteristics for area and place types is not a standard or guideline unto itself. The tables are meant to be taken as a whole, and used along with an analysis of how the project would or would not move the community towards the goals and policies throughout the document. For projects that are generally compatible with the characteristics in the table and related goals and policies, but do not fall within the range of density or intensity, the planner will consider the site-specific preservation of nature resources and compatibility of the proposal with the existing and future neighborhood context through an analysis of goals and policies. Specific plans may further refine how density and intensity is considered within an activity center or a neighborhood.

### **Locations with more than one Area or Place Type**

If there are overlapping area types, either type could be used to analyze plan consistency without requiring an amendment to Maps 21 and 22 (Future Growth Illustration).

Places with “future” area types on Maps 21 and 22 (Future Growth Illustration) that are currently developed to a lower intensity and density do not require an amendment if they are compatible with the existing development pattern. For instance, if an area with a future urban/existing suburban area is proposed for a development that fits the suburban area type according to the table of characteristics, then an amendment is not required. If a place has only a future area type and no existing area type, then the application must conform to the future area type .

Parcels with more than one area or place type do not have to meet the exact acre of each area type. The lines dividing each area type are general, unless a specific plan has made site-specific interpretations. Parcels with more than one area or place type must show they meet the intent of what is displayed on Maps 21 and 22 (Future Growth Illustration). For example, a 20-acre parcel with “urban” next to a commercial corridor and “suburban” further away can show that the proposal increases density in the front of the property along the road and scales back without having 10 acres of each. In such a case, a plan amendment would not be required. If the parcel is along a commercial corridor or within the pedestrian shed of an activity center, characteristics of the place types must also be demonstrated.

## **Specific Plan Amendments to the Flagstaff Regional Plan 2030**

Specific Plans are processed as a minor amendment but follow the enhanced procedural requirements for public participation and notification required of major plan amendments. If a Specific Plan proposes a change to the Regional Plan related to a major amendment category identified on Page III-14 and III-15, and the application follows the same notification and public participation requirements of a major plan amendment, the proposal may be exempted from the timeline for submittals and reviews of major plan amendments in Title 11, Chapter 11-10 (General Plans).

## Major Plan Amendments Chart

### 1 Urban Growth Boundary<sup>1</sup>

Expansion of the urban growth boundary that requires an expansion of public utility infrastructure, except where services are already provided, or for the purpose of designating Parks/ Open Space area type.

### 2 Area Type – Employment

Reduction of the employment area type, unless offset by an exchange of acres within the same master planned area.

### 3 Area Type – Special District

Creation of a new special district, or reduction in the size of a special district.

### 4 Area Type – Urban/Rural

Changes from urban to rural or rural to urban area types.

### 5 Area Types – Urban/Suburban/Rural<sup>1,2</sup>

- In activity centers, changes to area types that reduce the intensity, density, and mix of uses, except where done to protect natural or cultural resources.
- In neighborhoods and along commercial corridors more than ¼ mile from an activity center, changes from rural to suburban, or suburban to urban area types.

## Major Plan Amendments Chart (cont.)

### 6 Area Type – Parks/Open Space

Reduction of the land designated for conservation, or active or passive recreation.<sup>4</sup>

### 7 Place Type – Activity Centers<sup>1,2</sup>

- Addition or deletion of an activity center
- Moving the center of an existing activity center.
- Reduction in the category of an existing activity center (urban to suburban, suburban to rural, or regional to neighborhood).

### 8 Corridors<sup>1,5</sup>

Changing an existing residential corridor, local road, or private street to a commercial corridor.

### 9 Text Amendments<sup>1,3</sup>

Add or delete a goal or policy in any chapter of the Plan.

<sup>1</sup> This category excludes changes that are the result of a Specific Plan. Such changes will be processed as minor amendments.

<sup>2</sup> See tables of Area/Place Type Characteristics found in Chapter IX: Growth and Land Use, and relevant Specific Plans for the range of density, intensity, and mix of uses.

<sup>3</sup> Deletions, additions, or changes to text in the Regional Plan can only be proposed by the City of Flagstaff's Council, Commissions or staff.

<sup>4</sup> Lands designated for conservation and active and passive recreation are displayed as Parks/Open Space on the Future Growth Illustration. Public facilities, such as tanks, utilities, roads, and staging areas, may be located within the Parks/Open Space area type. If these facilities have substantially altered the natural environment or created a brownfield site, removing them from the Parks/Open Space designation may be processed as a minor amendment. Expansion of such facilities does not require a plan amendment.

<sup>5</sup> Corridors are identified on Map 25: Road Network Illustration.

# OPTION 2

The differences between Options 1 and 2 are found on Pages III-10 to III-15. The differences are based on the changes made to the Major Plan Amendments Chart and options provided therein.



## HOW THIS PLAN WORKS

### Who this Plan is For

The *Flagstaff Regional Plan* applies to the 525-square-mile FMPO planning area. It extends from Bellemont to Winona and from Kachina Village and Mountainaire to north of the San Francisco Peaks. The Plan serves as the general plan for the City of Flagstaff, and in the county areas works in conjunction with the Coconino County Comprehensive Plan and other community area plans. This Plan is for the people that live here, and the businesses that employ here. This Plan is for the visitors, prospective businesses, elected officials, City and County departments, the development community, interest groups, and resource agencies. This Plan is for the present and future generations.

### How this Plan is Used

The *Flagstaff Regional Plan* is used for decision making so that Flagstaff City government is accountable for publicly derived policy outcomes and goals. It also provides the basis for policies and regulations to guide physical and economic development within the Flagstaff region. The Plan will be used as a guide, or roadmap, for the future of the City and the region, and it establishes priorities for public action and direction for complementary private decisions, thus striving to establish predictability in the decision-making process.

General plans are not static documents; they recognize growth as a dynamic process, which may require revisions to the plan as circumstances or changes warrant. This Chapter works in conjunction with Flagstaff City Code, Title 11, Chapter 11-10 (General Plans), to establish the process for how to amend the Plan.

#### Inside this Chapter:

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Photo by: Brittney Proctor

# The Planning Process

## Why Do We Plan?

We plan in order to guide growth and development in a way that allows our region to remain an outstanding area in which to live. We also plan so that we may build and pay for larger projects that benefit our whole community, present and future. This plan presents a comprehensive vision for the future of the area, and provides guidance as to how that vision can become a reality.

## Why Do We Have a Regional Plan?

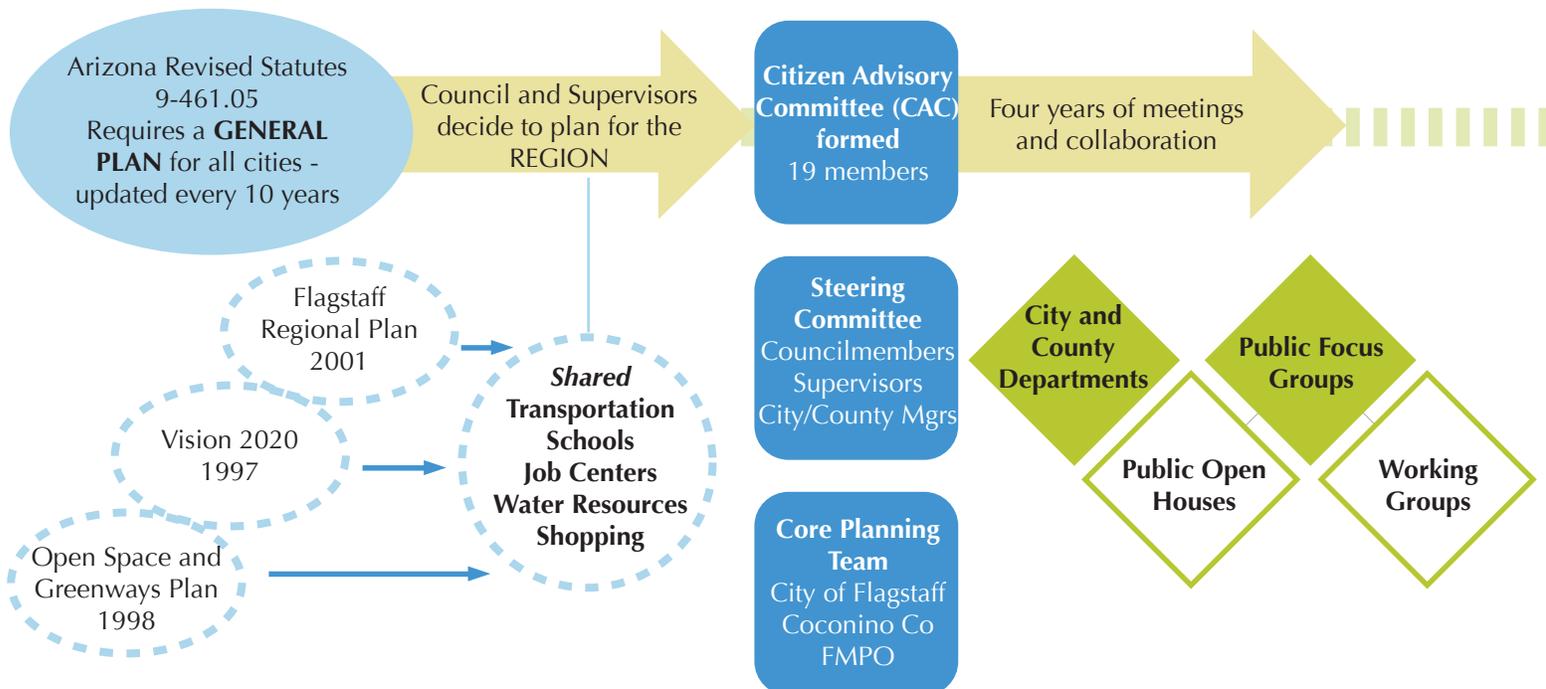
The Growing Smarter Statutes adopted by the State Legislature in 1998 and 2000 require that all municipalities and counties adopt general or comprehensive plans, and that these plans be updated every 10 years. However, the principal reason to have a plan is to make informed choices about our future. The *Flagstaff Regional Plan* contains goals and policies that provide guidance for making choices about public investment and for setting priorities.

## A Regional Focus

The City and surrounding communities all have unique identities and characters, but as a whole, the greater Flagstaff area functions as a unified community. Residents of the outlying neighborhoods and tribal

lands work and shop in the city, attend the schools, and use the services and medical facilities that are largely located within the City. The City and the County do address capital improvements differently; however, economic and environmental issues such as water and air quality, forest protection, and open space do not adhere to political boundaries. As such, the City and County chose to partner on the Plan even though they were not legally required to do so.

Creation of *A Vision for our Community: Flagstaff 2020* was the first step in bringing the City and County together, which was continued through the 2001 Regional Land Use and Transportation Plan (RLUTP) and enhanced in this *Flagstaff Regional Plan*.



## How We Got Here

The *Flagstaff Regional Plan* is the guiding policy document for the City of Flagstaff as required by state law. It is important that the Plan was created as a collaboration of Flagstaff citizens, public officials, and staff members, using an open planning process. A 19-member Citizen Advisory Committee (CAC) was appointed by the Flagstaff City Council and Coconino County Board of Supervisors. The CAC met monthly or bimonthly for over four years to develop the vision, guiding principles, and goals and policies for each of the topics covered by this Plan. In addition, a Steering Committee comprised of two Councilpersons and two Supervisors met quarterly to keep the process on track and make sure the public participation plan was effective. A core planning team of City and County staff also met regularly throughout the process to provide support to the CAC, draft sections of the Plan, and carry out all aspects of public participation. Hundreds of City and County residents provided important comments through open houses and focus groups, provided comments on the web site, blogs, and participated in surveys, all of which were crucial in defining the Plan's direction.

## Creating a Plan that Works

The *Flagstaff Regional Plan* is a living, working plan that relies on the disciplined and artful execution of three activities. First, the analysis of local conditions and historical trends, larger trends, our community vision, and best practices was learned from other communities. Second, the information gathered for those inputs was incorporated in a planning process that recognized the high level of economic, social, and environmental uncertainty we currently face. Third, the Plan must communicate transparently how those inputs were utilized and why the final plan decisions were chosen over other alternatives.



## Flagstaff's Planning History

1945 – The City of Flagstaff's Planning and Zoning Commission is established

1957 – A Workable Program is established as a prerequisite to any city redevelopment activity and includes a 20-year physical growth plan

1959 – The *City of Flagstaff Metropolitan Plan* is published

1964 – Coconino County adopts its first zoning ordinance and subdivision ordinance

1965 – Flagstaff General Plan is created

1969 – The Flagstaff City Council adopts a General Plan for the Year 1985 as a guide to the development of the Flagstaff planning area

1974 – The *Coconino County General Plan 1990* is adopted as the County's first comprehensive plan

1975 – The City's 1969 General Plan is revised and renamed the 1990 General Plan

1986 – The Flagstaff City Council adopts the *Growth Management Guide 2000* as the City's first comprehensive physical plan for growth that included goals, open space, FUTS and alternate transportation in a way that reflected citywide input. The Guide was the foundation for all other City plans and future general plans

1990 – The *Coconino County Comprehensive Plan* is adopted, differing from its 1974 predecessor by including goals and policies for future growth and development

1997 – *A Vision for our Community: Flagstaff 2020* is developed through a visioning process involving more than 5,000 community members in interviews, focus groups, and surveys designed to elicit a common vision for Flagstaff's future in the year 2020

1998 – The *Flagstaff Area Open Spaces and Greenways Plan* is published "to provide guidance in protecting and preserving existing open spaces with the demands of urban growth"

2001 – The *Flagstaff Area Regional Land Use and Transportation Plan (RLUTP)* is developed as a cooperative effort by the City of Flagstaff and Coconino County, based on the 2020 visioning process, as a resource plan created to guide future land use decisions in the City of Flagstaff and surrounding areas

2003 – The *Coconino County Comprehensive Plan* is updated in response to the state's Growing Smarter Act of 1998 and Growing Smarter Plus Act of 2000, requiring counties to update their comprehensive plans prior to December 31, 2003

SOURCES: "A Short History of Planning and the Future in Flagstaff." Sean Downey, December 8, 2000. *Coconino County Comprehensive Plan*.

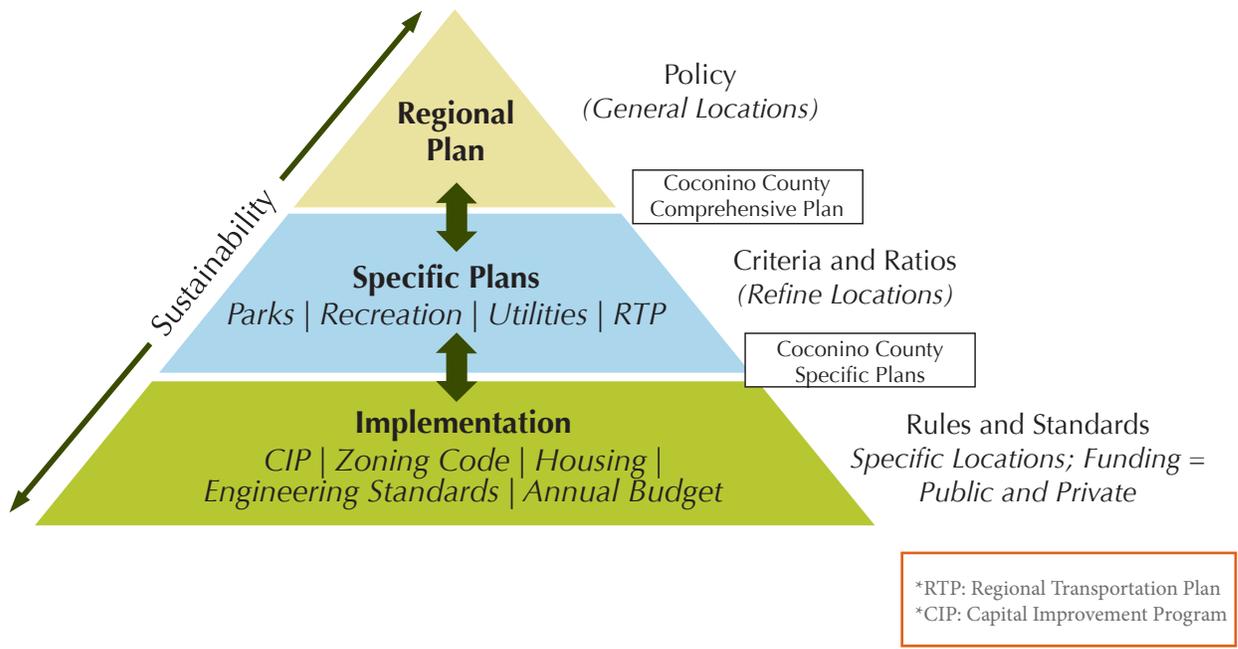
## Implementing the *Flagstaff Regional Plan*

The relationship between the *Flagstaff Regional Plan* and such implementation tools as master plans, the Zoning Code, and other regulations is illustrated in the pyramid graphic on Page III-5; the *Flagstaff Regional Plan* establishes the vision for the future growth and development of Flagstaff and its surrounding area through goals and policies. City-adopted master plans and County area plans, City and County Zoning Codes, and other City codes, on the other hand, implement the goals and policies of the *Flagstaff Regional Plan* by providing standards, regulations, and tools for land development.

## City of Flagstaff

### Who implements the Regional Plan?

Most importantly, the *Flagstaff Regional Plan* 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. When reviewing



development proposals, City staff, the Planning and Zoning Commission, and the City Council will review applicable goals and policies to determine whether a proposed development is consistent with the Plan. The Future Growth Illustrations (Maps 21 and 22) and the text of the Plan will provide supplemental information for the interpretation of goals and policies. In case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail. The Plan is also used to guide decisions related to the expansion of public infrastructure, for example, the building or improvement of new roads and trails, investment in parks or public buildings, and other facilities. Many initiatives to improve the community start at the grassroots level. Thus, the Plan may be used by all citizens in order to ensure that new development conforms to the Plan and for assistance in implementing actions that will further the Plan's vision and direction. Generally, the City will use the Plan as follows:

- **City Council**—will use the Plan to evaluate development applications and City projects that come before Council and require consideration of the Plan. The Plan is the basis for the finding of conformance and discussions of compatibility for such land use decisions, including Regional Plan amendments, zoning map amendments, annexations, discretionary development applications, and master/specific plans. The *Flagstaff Regional Plan* provides a general background (why/intent), goals and policies (how), and a sense of priorities for making decisions. The Plan is broad enough to permit Council priorities to change between major plan updates.
- **City Planning and Zoning Commission**—serves in an advisory role to the City Council, and will use the Plan similarly, possibly to provide a clear connection to supporting technical documents to best justify or explain their recommendations.
- **City Management (including legal counsel, department, and division heads)**—also serve in an advisory role to the City Council, and will use the Plan to review staff recommendations, assess legal implications (e.g., property acquisition or impact issues), and explain budget and program recommendations (e.g., funding for master planning efforts, regulation updates, business attraction efforts, facilities planning).



Photo by: Tom Bean

- **Public Agency Staff**—will use the Plan to develop and evaluate development application requests such as Regional Plan amendments, zoning map amendments, subdivision plats, and other requests that require recommendations to management and governing bodies. The Plan will permit staff to clearly communicate to applicants the community expectations and concerns relevant to the property in question, subsequent recommended modifications or conditions for approval, and the reasoning behind them. Further, the Plan will be an essential tool for all City staff when, for example, prioritizing capital improvement projects, pursuing land acquisition, and developing agency budgets.
- **Development Community/Realtors/Prospective Buyers/Land Owners**—will use the Plan to determine the desirability of different development proposals on their properties, advise developers or owners on best available properties suitable to a proposed use or “highest and best use” for a given property, inform on the range of possible uses surrounding a property and their potential impacts on that property, and inform on long-range changes including infrastructure.
- **Interest Groups (e.g., environmental, business, education)**—similar to property owners, interest groups will use the Plan to advocate positions related to proposals, but often on a broader range of policy issues. These groups may use the Plan to advocate for or against new initiatives such as plans, infrastructure investments, educational programs, or business districts.
- **Resource Agencies**—will use the Plan in discussions with the City on resource/agency management plans, joint agreements, and cooperative initiatives.
- **General Public**—requires an accessible Plan that allows them to decide on whether the Plan represents the “right” direction for the region.
- **Future Generations**—will have the full benefits, as well as address the challenges, of this Plan.

### How Do We Implement?

The *Flagstaff Regional Plan* is intended to play a pivotal role in shaping the future of the City. Implementation of the Plan will evolve over time with new budgets, capital plans, work programs, and changing priorities, but listed below are some practical ways to ensure that future activities are consistent with the *Flagstaff Regional Plan*:

- **Capital Improvement Plans**—The City’s capital improvement plans and long-range utility and transportation plans will be prepared consistent with the Flagstaff Regional Plan’s land use policies and infrastructure recommendations (water, sewer, stormwater, transportation, and parks/recreation). Major new improvements that are not reflected in the Flagstaff Regional Plan, and which could dramatically affect the Plan’s recommendations, should be preceded by a comprehensive update to the Plan.
- **Development Approvals**—The approvals process for development proposals, including zoning map amendments and subdivision plats, are an important implementation tool of the Plan. The City of Flagstaff’s Zoning Code (Flagstaff City Code Title 10) and the Subdivision Regulations (Title 11) will be updated in response to regulatory strategies presented in the Plan.
- **Illustrative Plans**—These are plans or maps that depict (illustrates, but does not regulate) the streets, lots, buildings, and general landscaping



Photo by: K DeLong

for proposed development and redevelopment areas.

- **Master or Specific Plans**—Master plans or specific plans should include a statement(s) describing how the plan implements *Flagstaff Regional Plan* goals and policies, and how it is compatible with the Plan.
- **Economic Incentives**—Economic incentives should carry out *Flagstaff Regional Plan* goals and policies. Areas identified by specific and illustrative plans should have higher priorities for incentives and public/private partnerships.
- **Private Development Decisions**—Property owners and developers should consider the strategies and recommendations of the Plan in their own land planning and investment decisions. Public decision-makers will be using the Plan as a guide in their development-related deliberations.
- **Annual Work Programs and Budgets**—The City Council and individual City divisions will use the Plan when preparing annual work programs and budgets.
- **Future Interpretations**—The City Council should call upon the City Planning Director and Planning and Zoning Commission to provide interpretation of major items that are unclear or are not fully addressed in the Plan. In formulating an interpretation, the Planning Director and Commission may call upon outside experts and other groups for advice. Minor items that require interpretation should be handled by the appropriate agency as it implements the Plan.
- **Staff Reports**—When preparing reports to the City Council and City Commissions, staff reports should identify if and how the Plan's goals and policies are being implemented.

## Coconino County

For areas outside the City of Flagstaff limits, but within the FMPO boundaries, the *Flagstaff Regional Plan* will guide land use decisions in conjunction with the Coconino County Comprehensive Plan and applicable area plans. The goals and policies in the Plan are used by County planning staff, the County Planning and Zoning Commission, and the Board of Supervisors to evaluate development proposals and to determine if such developments are appropriate for the unincorporated areas of the FMPO region. The *Flagstaff Regional Plan* is consistent with and complementary to the Coconino County Comprehensive Plan and the local community area plans in the region. These plans are decision-making tools used by residents, landowners, developers, Coconino County Community Development, Planning and Zoning Commission, and the Board of Supervisors. The Plan also serves as a comprehensive reference and blueprint for community programs as well as for public- and private-sector initiatives.

## Relationship to Other Planning Documents

The *Flagstaff Regional Plan* incorporates, updates, and builds upon many past planning efforts within the Flagstaff region, and every effort has been made to ensure consistency with these other planning documents and to minimize conflicts.

Appendix A contains a list of documents that implement, or are related to, the *Flagstaff Regional Plan*.

## *Flagstaff Pathways 2030 Regional Transportation Plan*

The FMPO adopted the *Flagstaff Pathways 2030 Regional Transportation Plan (RTP)* in December 2009 that identifies and prioritizes future transportation investments for roads, public transit, and trails. This plan evaluates the cost and effectiveness of projects for each major travel mode and addresses the relationships between land use, transportation, the economy, and the environment. This document is updated every five years.

### **Other Regional Planning Documents**

There are two federal management plans in the planning area for Walnut Canyon National Monument and Sunset Crater Volcano National Monument. In addition, the Coconino National Forest has been working to revise its Forest Plan. At the county level, the *Coconino County Comprehensive Plan* adopted in 2003 also applies to the 460 square miles of unincorporated county land within the *Flagstaff Regional Plan* area. In addition, the County has 10 community area plans, of which five are within the area covered by the *Flagstaff Regional Plan*—Bellemont, Fort Valley, Doney Park Timberline-Fernwood, Kachina Village, and Mountainaire. These area plans also have goals and policies specific to each community and four of the five also have design review overlay guidelines which serve to ensure that new commercial buildings are compatible with the character of each community.

### **Specific Plans and Studies for Areas and Corridors**

The purpose of a specific plan is to provide a greater level of detail for a geographic area or element of the Regional Plan, and to provide for the systematic implementation of the Regional Plan. Specific plans can also be adopted as master plans for development when they accompany a request for rezoning. The development of specific plans is essential for implementation of the *Flagstaff Regional Plan* and its vision. These plans are necessary to further determine the nature and scale of activity centers, corridors and neighborhoods, the cross-sections and alignment of future corridors, and the priority of goals and policies in a particular area. For more details about the content and purposes of specific plans, see Flagstaff City Code, Title 11, General Plans, and Subdivisions. Specific plans can be adopted in a number of ways.

Specific plans adopted by ordinance provide development standards and phasing of infrastructure for the planned area. The *Flagstaff Regional Plan* cannot supersede specific plans adopted by ordinance, but must be considered if they are amended.

Specific Plans adopted by resolution are official City policy providing direction on how to implement the Regional Plan. If the plan was developed prior to May 2014, only portions of the specific plan that align with the *Regional Plan 2030* are valid.

Plans that were proposed but not adopted by resolution or ordinance can be used as strategic documents and studies to better understand unique community and neighborhood issues. They reflect the desired future conditions supported by the community unless specifically rejected by the City Council. Rezoning, annexation, and plan amendment requests typically consider these plans and studies, but are not required to demonstrate conformance with them.

Within each specific plan or study, there is language that describes which parts of the documents are aspirational, advisory, strategy, and which are standards and guidelines. Specific Plans need to be read in the context of their status, intent, and conformance with the Regional Plan. Appendix A lists Specific Plans that were adopted or worked on by the City and their status.

## Keeping the Plan Current

### Annual Plan Review and Monitoring

The purpose of annual reviews and monitoring is to ensure that the Plan continues to reflect core community values and to evaluate how new developments have been approved in compliance with the Plan. To achieve this, department directors will provide the City Manager and City Council with an annual review of Regional Plan-related activities. This review will accomplish the following:

- Measure the City's success in achieving Plan goals and policies through recommended strategies such as measuring on a per-project basis how sustainability indicators have been achieved
- Identify proposed strategies to be pursued under the coming year's budget
- Identify unlisted strategies that will achieve Plan goals
- Document growth trends and compare those trends to plan objectives
- List development actions that affect the Plan's provisions
- Explain difficulties in implementing the Plan
- Review community indicators
- Review outside agencies' actions affecting the Plan.

Refer to Appendix D, Annual Report Template

### Comprehensive Plan Review

To ensure that the *Flagstaff Regional Plan* remains an effective guide for decision-makers, Flagstaff will conduct comprehensive evaluations of the Plan every 10 years as required by Arizona Revised Statute §9-461.06 and should address the following in addition to any state mandated requirements:

- Progress in implementing the Plan
- Changes in community needs and other conditions that form the basis of the Plan
- Fiscal conditions and the ability to finance public investments recommended by the Plan
- Community support for the Plan goals and policies
- Changes in state or federal laws that affect the City's tools for Plan implementation
- Changes in land ownership, usage, or development in areas immediately outside of the planning boundary and jurisdiction (such as those that might be implemented on the Navajo Nation to the east and north, or by the Hopi Tribe on parcels it owns, or by Camp Navajo to the west, or in communities such as Parks).



Photo by: Tom Bean

The *Flagstaff Regional Plan* is a dynamic document that can be updated, revised, and improved over time to respond to emerging issues, new ideas, and changing conditions. To assess the Plan's effectiveness, the City will need to monitor actions affecting the Plan. As a result of these monitoring efforts or private development requests, the City will need to amend the Plan periodically. The Planning and Zoning Commission and City Council need to consider each proposed amendment carefully to determine whether or not it is consistent with the Plan's goals and policies. In addition, the cumulative effect of many changes may result in a change in policy direction. For this reason, Plan amendments must be evaluated in terms of their significance to overall City policy. A comprehensive summary listing of the goals and policies for the Plan is included in Appendix B, and will serve as a valuable tool to ensure any future changes or amendments are in keeping with the Plan's original vision and intent.

## Amendments and Development Review Processes

The codified processes described below serve as tools for City staff to implement the goals, policies, and strategies of the *Flagstaff Regional Plan*. In addition, through public hearings when applicable, these processes provide opportunities for citizens to make recommendations to the Planning and Zoning Commission and City Council regarding the goals and policies of the *Flagstaff Regional Plan*.

**Annexations** – All proposed annexations will be evaluated for consistency with the goals and policies of this Plan. The proposed annexation should not be detrimental to the majority of the persons or property in the surrounding area or the community in general. The City’s basic position regarding annexation is that the annexation must demonstrate a favorable benefit to the taxpayers of the City. All applications for annexations of real property shall be reviewed, processed, and approved in conformance with Arizona Revised Statute §9-471 et seq. (Annexation of territory, procedures, notice, petitions, access to information, restrictions). Annexations may be initiated by the following:

- City Council or City Manager – The City Council or the City Manager may direct the Planning Director to review a specific property to determine whether it may be legally annexed and to contact property owners to determine whether they will sign an annexation petition.
- Property Owners – One or more property owners may submit an application to the City to annex property.

**Zoning Code Amendments** – In accordance with the City of Flagstaff Zoning Code, Division 10-20.50, an amendment to the Zoning Map or the text of the Zoning Code may only be approved if:

- The proposed zoning map amendment(s) is consistent with and conforms to the goals and policies of the *Flagstaff Regional Plan* and any applicable specific plans.
- If the application is not consistent with and does not conform to the *Flagstaff Regional Plan*, and any other specific plan, the applicable plan must be amended in compliance with the procedures established in the Flagstaff City Code, Title 11, Chapter 11-10 (General Plans), prior to consideration of the proposed amendment(s).

**Public Development Projects** – City- and County-sponsored projects and Capital Improvement Programs should be required to adhere to all applicable goals and policies of the *Flagstaff Regional Plan* through project planning and budgeting to ensure funding is available to implement the Plan.

## Comprehensive Updates and New Elements

Refer to Flagstaff City Code, Title 11, Chapter 11-10 (General Plans), for procedures relating to the addition of a new element to the Regional Plan, or for comprehensive General Plan update requirements.

## Amendments to Text and Maps 21, 22, 24, and 25

Major plan amendments should evaluate proposals that would substantially alter the balance between the goals and policies of the Flagstaff Regional Plan. When a major plan amendment is proposed, it will be evaluated for its conformance to goals and policies, and systematic impacts that would alter the expected growth scenario that the Regional Plan embodies (See Page II-11 for scenario details). The growth scenarios that were used to develop the

Future Growth Illustration. The scenarios were based on computer model to integrate land use, transportation, and environmental outcomes to a preferred build out scenario that informed the Regional Plan's Maps 21 and 22 (Future Growth Illustration), Map 24 (Activity Centers), and Map 25 (Road Network Illustration). When a major plan amendment is proposed to these maps, its expected outcome will be compared to the original assumptions of the plan and the systematic impacts of the change. Only those changes listed in the chart as requiring a major plan amendment need such an amendment. All other changes require only a minor plan amendment.

A major plan amendment is required when a proposal meets any one of the criteria on the chart on Pages III-14 and III-15. Major plan amendment categories "1" through "8" relate to Maps 21, 22, 24, and 25. Any changes made to the content of these maps can be carried forward to other maps that use the same map features for background, as part of the City's annual update. Major plan amendment category "9" applies to text found in the "Goals and Policies" call out boxes that are located throughout the document, and to the "Major Plan Amednments Chart" on Pages III-14 and III-15. Deletions, additions or changes to goals and policies in the Regional Plan can only be proposed by the City of Flagstaff's Council, Commissions or staff.

Any other changes to the Regional Plan not shown in the Major Plan Amendments Chart, are considered minor plan amendments. Minor plan amendment analysis is focused on conformance with the goals and policies of the Regional Plan. Some examples of minor plan amendments are:

- Changes from urban to suburban area types outside of activity centers
- Changes from suburban to urban area type inside of an activity center
- Changes from urban, suburban, and rural area types to employment
- Identifying a new area type for an "Area in White" on Maps 21 and 22
- Refinement of place types at the parcel level as part of a specific plan
- Wording changes to goals and policies that do not substantially alter their meaning
- Adding a commercial or residential corridor in a new subdivision

### **Major and Minor Plan Amendment Procedures**

The Regional Plan is a living document and is expected to be amended regularly to keep it current and relevant. There are two types of plan amendments: major and minor. In Arizona, each jurisdiction can determine what changes require a major plan amendment in the General Plan (*Flagstaff Regional Plan 2030*). The procedures for processing plan amendments can be found in the Flagstaff City Code, Title 11, General Plans, and Subdivisions. Flagstaff City Code may change independent of the Regional Plan and should be used to refer to details of any related process.

Arizona Revised Statutes (A.R.S.) require all major amendments to the Regional Plan to be presented at a single public hearing during the calendar year the proposal is made. The process for major amendment proposals is very specific and deadline driven. Major plan amendments must be processed before an application for rezoning or annexation can be accepted. The process includes public notification, Planning and Zoning Commission review, and a minimum of three public hearings. The proposal is also required to be sent to the Planning and Zoning Commission, City Council, and a review and comment period 60 days prior to public notice. Major amendments to the general plan also require an affirmative vote of at least two-thirds of the members of the City Council. These requirements may be changed by the City or the State.

A minor amendment to the general plan requires only one public hearing by the Planning and Zoning Commission and one by the City Council. These minor amendment public hearings may be held at any time during the calendar year, and require a simple majority vote of the City Council. Minor plan amendments may be processed concurrently with rezoning and annexation applications. Some minor plan amendments may have consequences for how the Plan is implemented, but it is difficult to define them as "major" based on any criteria that could be identified early in the application process.



Photo by: Tom Bean

## Amendments to Other Maps and Plan Content

If the Plan changes are the result of a development application that complies with the urban growth boundary, area types, and place types, amendments to other maps in the plan may be completed as part of the City's annual update of the Regional Plan. In these cases, it is not required to have a plan amendment processed along with the development application. If the application requires a change to the urban growth boundary, area or place types, then all amendments to other maps in the Regional Plan should be processed concurrently. Changes or updates to other content of the Regional Plan not resulting from a development application will be gathered throughout the year and presented for City Council adoption along with the Regional Plan Annual Report.

## Area and Place Type Guidelines

Maps 21 and 22 (Future Growth Illustration) and Map 24 (Activity Centers) are generalized representations of area types and Activity Center and Neighborhood place types. Map 25 (Road Network Illustration) includes representations of the commercial corridor place type. Residential corridors and other streets on Map 25 are not considered place types. The following paragraphs relate to the content of Chapter IX: Growth and Land Use. Chapter IX describes areas and place types through the maps, goals and policies, and Tables of Characteristics, which give detail on the desired conditions within Urban, Suburban, and Rural Activity Centers, Neighborhoods, and Corridors. These guidelines describe how the background text, goals and policies, and maps are used to determine if a proposal complies with the area and place type, or requires an amendment.

### Descriptions of Area and Place Types

Tables of Characteristics include information that describes the combined area-place type, such as Suburban Neighborhood, in terms of desired pattern, block size, density and intensity, mix of uses, transportation, open space, and parks. Parks/Open Space, Employment, and Special District area types are not described in the tables but have explanations of similar characteristics described in the text. These tables are intended to be interpreted at a scale that at a minimum is a neighborhood or activity center, and may be larger.

Every row of the Tables of Characteristics for area and place types is not a standard or guideline unto itself. The tables are meant to be taken as a whole, and used along with an analysis of how the project would or would not move the community towards the goals and policies throughout the document. For projects that are generally compatible with the characteristics in the table and related goals and policies, but do not fall within the range of density or intensity, the planner will consider the site-specific preservation of nature resources and compatibility of the proposal with the existing and future neighborhood context through an analysis of goals and policies. Specific plans may further refine how density and intensity is considered within an activity center or a neighborhood.

### **Locations with more than one Area or Place Type**

If there are overlapping area types, either type could be used to analyze plan consistency without requiring an amendment to Maps 21 and 22 (Future Growth Illustration).

Places with “future” area types on Maps 21 and 22 (Future Growth Illustration) that are currently developed to a lower intensity and density do not require an amendment if they are compatible with the existing development pattern. For instance, if an area with a future urban/existing suburban area is proposed for a development that fits the suburban area type according to the table of characteristics, then an amendment is not required. If a place has only a future area type and no existing area type, then the application must conform to the future area type or would require an amendment.

Parcels with more than one area or place type do not have to meet the exact acre of each area type. The lines dividing each area type are general, unless a specific plan has made site-specific interpretations. Parcels with more than one area or place type must show they meet the intent of what is displayed on Maps 21 and 22 (Future Growth Illustration). For example, a 20-acre parcel with “urban” next to a commercial corridor and “suburban” further away can show that the proposal increases density in the front of the property along the road and scales back without having 10 acres of each. In such a case, a plan amendment would not be required. If the parcel is along a commercial corridor or within the pedestrian shed of an activity center, characteristics of the place types must also be demonstrated.

## **Specific Plan Amendments to the Flagstaff Regional Plan 2030**

Specific Plans are processed as a minor amendment but follow the enhanced procedural requirements for public participation and notification required of major plan amendments. If a Specific Plan proposes a change to the Regional Plan related to a major amendment category identified on Page III-14 and III-15, and the application follows the same notification and public participation requirements of a major plan amendment, the proposal may be exempted from the timeline for submittals and reviews of major plan amendments in Title 11, Chapter 11-10 (General Plans).

## Major Plan Amendments Chart

### 1 Urban Growth Boundary<sup>1</sup>

Expansion of the urban growth boundary that requires an expansion of public utility infrastructure.

### 2 Area Type – Employment

Reduction of the employment area type, unless offset by an exchange of acres within the same master planned area.

### 3 Area Type – Special District

Creation of a new special district, or reduction in the size of a special district.

### 4 Area Type – Urban/Rural

Changes from urban to rural or rural to urban area types.

### 5 Area Types – Urban/Suburban/Rural<sup>1,2</sup>

- In activity centers, changes to area types that reduce the intensity, density, and mix of uses, except where done to protect natural or cultural resources.
- In neighborhoods and along commercial corridors more than ¼ mile from an activity center, changes from rural to suburban, or suburban to urban area types.

### 6 Area Type – Parks/Open Space

Reduction of the land designated for conservation, or active or passive recreation.<sup>4</sup>

## Major Plan Amendments Chart (cont.)

### 7 Place Type – Activity Centers<sup>1,2</sup>

- Addition or deletion of an activity center
- Moving the center of an existing or future activity center.
- Reduction in the category of an activity center (urban to suburban, suburban to rural, or regional to neighborhood) without creating a proportional increase in the scale of an activity center elsewhere in Flagstaff.

### 8 Corridors<sup>1,5</sup>

Changing an existing residential corridor, local road, or private street to a commercial corridor.

### 9 Text Amendments<sup>1,3</sup>

- Add or delete a goal or policy in any chapter of the Plan.
- Changes to the Criteria for Major Plan Amendments

<sup>1</sup> This category excludes changes that are the result of a Specific Plan. Such changes will be processed as minor amendments.

<sup>2</sup> See tables of Area/Place Type Characteristics found in Chapter IX: Growth and Land Use, and relevant Specific Plans for the range of density, intensity, and mix of uses.

<sup>3</sup> Deletions, additions, or changes to text in the Regional Plan can only be proposed by the City of Flagstaff's Council, Commissions or staff.

<sup>4</sup> Lands designated for conservation and active and passive recreation are displayed as Parks/Open Space on the Future Growth Illustration. Public facilities, such as tanks, utilities, roads, and staging areas, may be located within the Parks/Open Space area type. If these facilities have substantially altered the natural environment or created a brownfield site, removing them from the Parks/Open Space designation may be processed as a minor amendment. Expansion of such facilities does not require a plan amendment.

<sup>5</sup> Corridors are identified on Map 25: Road Network Illustration.

# Summary of differences between the current Flagstaff Regional Plan Chapter III and Option 1 for amendments to Chapter III

This document addresses Pages III-1 to III-10 only  
Does not include changes to major plan amendment chart

## **New Document:**

[Chapter3\\_Option1](#)

15 pages (1.92 MB)

Used to display results.

## **Current Document:**

[III How This Plan Works](#)

12 pages

## **How to read this report**

**Highlight** indicates a change.

Blue indicates inserted or moved text.

Red indicates deleted or moved text.

Orange indicates replaced text.

Gray indicates that text was moved

A star indicates consolidated descriptions of extensive changes in an entire section.



# HOW THIS PLAN WORKS

## Who this Plan is For

The *Flagstaff Regional Plan* applies to the 525-square-mile FMPO planning area. It extends from Bellemont to Winona and from Kachina Village and Mountainaire to north of the San Francisco Peaks. The Plan serves as the general plan for the City of Flagstaff, and in the county areas works in conjunction with the Coconino County Comprehensive Plan and other community area plans. This Plan is for the people that live here, and the businesses that employ here. This Plan is for the visitors, prospective businesses, elected officials, City and County departments, the development community, interest groups, and resource agencies. This Plan is for the present and future generations.

## How this Plan is Used

The *Flagstaff Regional Plan* is used for decision making so that Flagstaff City government is accountable for publicly derived policy outcomes and goals. It also provides the basis for policies and regulations to guide physical and economic development within the Flagstaff region. The Plan will be used as a guide, or roadmap, for the future of the City and the region, and it establishes priorities for public action and direction for complementary private decisions, thus striving to establish predictability in the decision-making process.

General plans are not static documents; they recognize growth as a dynamic process, which may require revisions to the plan as circumstances or changes warrant. This Chapter works in conjunction with Flagstaff City Code, Title 11, Chapter 11-10 (General Plans), to establish the process for how to amend the Plan.

### Inside this Chapter:

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Photo by: Brittney Proctor

# The Planning Process

## Why Do We Plan?

We plan in order to guide growth and development in a way that allows our region to remain an outstanding area in which to live. We also plan so that we may build and pay for larger projects that benefit our whole community, present and future. This plan presents a comprehensive vision for the future of the area, and provides guidance as to how that vision can become a reality.

## Why Do We Have a Regional Plan?

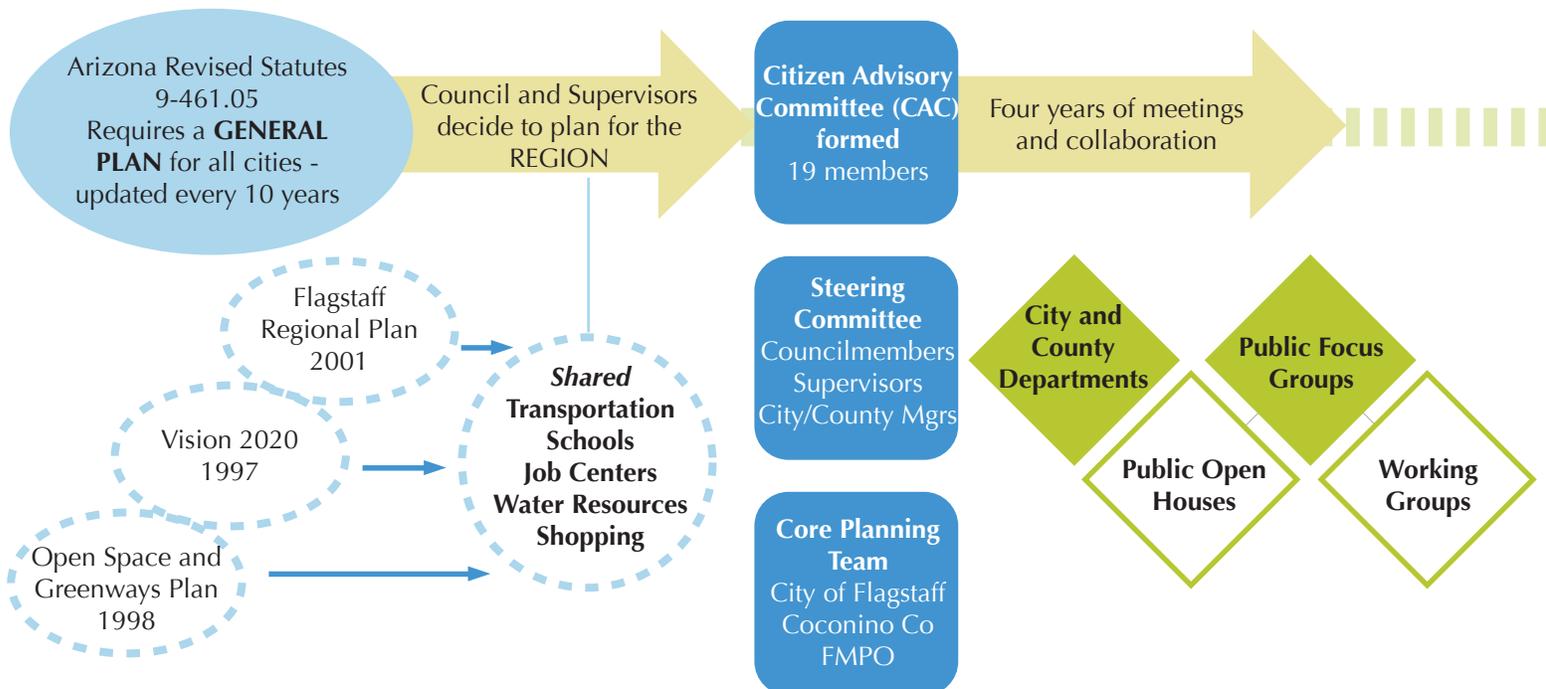
The Growing Smarter Statutes adopted by the State Legislature in 1998 and 2000 require that all municipalities and counties adopt general or comprehensive plans, and that these plans be updated every 10 years. However, the principal reason to have a plan is to make informed choices about our future. The *Flagstaff Regional Plan* contains goals and policies that provide guidance for making choices about public investment and for setting priorities.

## A Regional Focus

The City and surrounding communities all have unique identities and characters, but as a whole, the greater Flagstaff area functions as a unified community. Residents of the outlying neighborhoods and tribal

lands work and shop in the city, attend the schools, and use the services and medical facilities that are largely located within the City. The City and the County do address capital improvements differently; however, economic and environmental issues such as water and air quality, forest protection, and open space do not adhere to political boundaries. As such, the City and County chose to partner on the Plan even though they were not legally required to do so.

Creation of *A Vision for our Community: Flagstaff 2020* was the first step in bringing the City and County together, which was continued through the 2001 Regional Land Use and Transportation Plan (RLUTP) and enhanced in this *Flagstaff Regional Plan*.



## How We Got Here

The *Flagstaff Regional Plan* is the guiding policy document for the City of Flagstaff as required by state law. It is important that the Plan was created as a collaboration of Flagstaff citizens, public officials, and staff members, using an open planning process. A 19-member Citizen Advisory Committee (CAC) was appointed by the Flagstaff City Council and Coconino County Board of Supervisors. The CAC met monthly or bimonthly for over four years to develop the vision, guiding principles, and goals and policies for each of the topics covered by this Plan. In addition, a Steering Committee comprised of two Councilpersons and two Supervisors met quarterly to keep the process on track and make sure the public participation plan was effective. A core planning team of City and County staff also met regularly throughout the process to provide support to the CAC, draft sections of the Plan, and carry out all aspects of public participation. Hundreds of City and County residents provided important comments through open houses and focus groups, provided comments on the web site, blogs, and participated in surveys, all of which were crucial in defining the Plan's direction.

## Creating a Plan that Works

The *Flagstaff Regional Plan* is a living, working plan that relies on the disciplined and artful execution of three activities. First, the analysis of local conditions and historical trends, larger trends, our community vision, and best practices was learned from other communities. Second, the information gathered for those inputs was incorporated in a planning process that recognized the high level of economic, social, and environmental uncertainty we currently face. Third, the Plan must communicate transparently how those inputs were utilized and why the final plan decisions were chosen over other alternatives.



## Flagstaff's Planning History

1945 – The City of Flagstaff's Planning and Zoning Commission is established

1957 – A Workable Program is established as a prerequisite to any city redevelopment activity and includes a 20-year physical growth plan

1959 – The *City of Flagstaff Metropolitan Plan* is published

1964 – Coconino County adopts its first zoning ordinance and subdivision ordinance

1965 – Flagstaff General Plan is created

1969 – The Flagstaff City Council adopts a General Plan for the Year 1985 as a guide to the development of the Flagstaff planning area

1974 – The *Coconino County General Plan 1990* is adopted as the County's first comprehensive plan

1975 – The City's 1969 General Plan is revised and renamed the 1990 General Plan

1986 – The Flagstaff City Council adopts the *Growth Management Guide 2000* as the City's first comprehensive physical plan for growth that included goals, open space, FUTS and alternate transportation in a way that reflected citywide input. The Guide was the foundation for all other City plans and future general plans

1990 – The *Coconino County Comprehensive Plan* is adopted, differing from its 1974 predecessor by including goals and policies for future growth and development

1997 – *A Vision for our Community: Flagstaff 2020* is developed through a visioning process involving more than 5,000 community members in interviews, focus groups, and surveys designed to elicit a common vision for Flagstaff's future in the year 2020

1998 – The *Flagstaff Area Open Spaces and Greenways Plan* is published "to provide guidance in protecting and preserving existing open spaces with the demands of urban growth"

2001 – The *Flagstaff Area Regional Land Use and Transportation Plan (RLUTP)* is developed as a cooperative effort by the City of Flagstaff and Coconino County, based on the 2020 visioning process, as a resource plan created to guide future land use decisions in the City of Flagstaff and surrounding areas

2003 – The *Coconino County Comprehensive Plan* is updated in response to the state's Growing Smarter Act of 1998 and Growing Smarter Plus Act of 2000, requiring counties to update their comprehensive plans prior to December 31, 2003

SOURCES: "A Short History of Planning and the Future in Flagstaff." Sean Downey, December 8, 2000. *Coconino County Comprehensive Plan*.

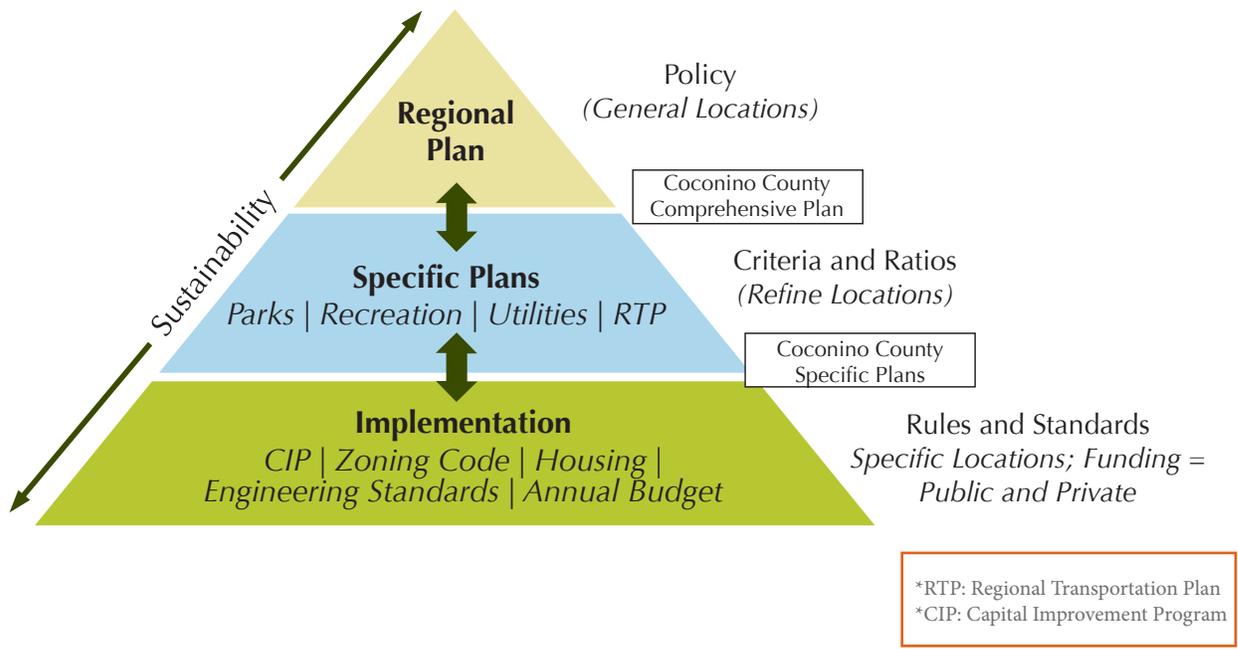
## Implementing the *Flagstaff Regional Plan*

The relationship between the *Flagstaff Regional Plan* and such implementation tools as master plans, the Zoning Code, and other regulations is illustrated in the pyramid graphic on Page III-5; the *Flagstaff Regional Plan* establishes the vision for the future growth and development of Flagstaff and its surrounding area through goals and policies. City-adopted master plans and County area plans, City and County Zoning Codes, and other City codes, on the other hand, implement the goals and policies of the *Flagstaff Regional Plan* by providing standards, regulations, and tools for land development.

## City of Flagstaff

### Who implements the Regional Plan?

Most importantly, the *Flagstaff Regional Plan* 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. When reviewing



development proposals, City staff, the Planning and Zoning Commission, and the City Council will review applicable goals and policies to determine whether a proposed development is consistent with the Plan. The Future Growth Illustrations (Maps 21 and 22) and the text of the Plan will provide supplemental information for the interpretation of goals and policies. In case of any conflict between the Future Growth Illustration and the Plan’s goals and policies, the goals and policies will prevail. The Plan is also used to guide decisions related to the expansion of public infrastructure, for example, the building or improvement of new roads and trails, investment in parks or public buildings, and other facilities. Many initiatives to improve the community start at the grassroots level. Thus, the Plan may be used by all citizens in order to ensure that new development conforms to the Plan and for assistance in implementing actions that will further the Plan’s vision and direction. Generally, the City will use the Plan as follows:

- **City Council**—will use the Plan to evaluate development applications and City projects that come before Council and require consideration of the Plan. The Plan is the basis for the finding of conformance and discussions of compatibility for such land use decisions, including Regional Plan amendments, zoning map amendments, annexations, discretionary development applications, and master/specific plans. The *Flagstaff Regional Plan* provides a general background (why/intent), goals and policies (how), and a sense of priorities for making decisions. The Plan is broad enough to permit Council priorities to change between major plan updates.
- **City Planning and Zoning Commission**—serves in an advisory role to the City Council, and will use the Plan similarly, possibly to provide a clear connection to supporting technical documents to best justify or explain their recommendations.
- **City Management (including legal counsel, department, and division heads)**—also serve in an advisory role to the City Council, and will use the Plan to review staff recommendations, assess legal implications (e.g., property acquisition or impact issues), and explain budget and program recommendations (e.g., funding for master planning efforts, regulation updates, business attraction efforts, facilities planning).



Photo by: Tom Bean

- **Public Agency Staff**—will use the Plan to develop and evaluate development application requests such as Regional Plan amendments, zoning map amendments, subdivision plats, and other requests that require recommendations to management and governing bodies. The Plan will permit staff to clearly communicate to applicants the community expectations and concerns relevant to the property in question, subsequent recommended modifications or conditions for approval, and the reasoning behind them. Further, the Plan will be an essential tool for all City staff when, for example, prioritizing capital improvement projects, pursuing land acquisition, and developing agency budgets.
- **Development Community/Realtors/Prospective Buyers/Land Owners**—will use the Plan to determine the desirability of different development proposals on their properties, advise developers or owners on best available properties suitable to a proposed use or “highest and best use” for a given property, inform on the range of possible uses surrounding a property and their potential impacts on that property, and inform on long-range changes including infrastructure.
- **Interest Groups (e.g., environmental, business, education)**—similar to property owners, interest groups will use the Plan to advocate positions related to proposals, but often on a broader range of policy issues. These groups may use the Plan to advocate for or against new initiatives such as plans, infrastructure investments, educational programs, or business districts.
- **Resource Agencies**—will use the Plan in discussions with the City on resource/agency management plans, joint agreements, and cooperative initiatives.
- **General Public**—requires an accessible Plan that allows them to decide on whether the Plan represents the “right” direction for the region.
- **Future Generations**—will have the full benefits, as well as address the challenges, of this Plan.

### How Do We Implement?

The *Flagstaff Regional Plan* is intended to play a pivotal role in shaping the future of the City. Implementation of the Plan will evolve over time with new budgets, capital plans, work programs, and changing priorities, but listed below are some practical ways to ensure that future activities are consistent with the *Flagstaff Regional Plan*:

- **Capital Improvement Plans**—The City’s capital improvement plans and long-range utility and transportation plans will be prepared consistent with the Flagstaff Regional Plan’s land use policies and infrastructure recommendations (water, sewer, stormwater, transportation, and parks/recreation). Major new improvements that are not reflected in the Flagstaff Regional Plan, and which could dramatically affect the Plan’s recommendations, should be preceded by a comprehensive update to the Plan.
- **Development Approvals**—The approvals process for development proposals, including zoning map amendments and subdivision plats, are an important implementation tool of the Plan. The City of Flagstaff’s Zoning Code (Flagstaff City Code Title 10) and the Subdivision Regulations (Title 11) will be updated in response to regulatory strategies presented in the Plan.
- **Illustrative Plans**—These are plans or maps that depict (illustrates, but does not regulate) the streets, lots, buildings, and general landscaping for proposed development and redevelopment areas.



Photo by: K DeLong

- **Master or Specific Plans**—Master plans or specific plans should include a statement(s) describing how the plan implements *Flagstaff Regional Plan* goals and policies, and how it is compatible with the Plan.
- **Economic Incentives**—Economic incentives should carry out *Flagstaff Regional Plan* goals and policies. Areas identified by specific and illustrative plans should have higher priorities for incentives and public/private partnerships.
- **Private Development Decisions**—Property owners and developers should consider the strategies and recommendations of the Plan in their own land planning and investment decisions. Public decision-makers will be using the Plan as a guide in their development-related deliberations.
- **Annual Work Programs and Budgets**—The City Council and individual City divisions will use the Plan when preparing annual work programs and budgets.
- **Future Interpretations**—The City Council should call upon the City Planning Director and Planning and Zoning Commission to provide interpretation of major items that are unclear or are not fully addressed in the Plan. In formulating an interpretation, the Planning Director and Commission may call upon outside experts and other groups for advice. Minor items that require interpretation should be handled by the appropriate agency as it implements the Plan.
- **Staff Reports**—When preparing reports to the City Council and City Commissions, staff reports should identify if and how the Plan’s goals and policies are being implemented.

## Coconino County

For areas outside the City of Flagstaff limits, but within the FMPO boundaries, the *Flagstaff Regional Plan* will guide land use decisions in conjunction with the Coconino County Comprehensive Plan and applicable area plans. The goals and policies in the Plan are used by County planning staff, the County Planning and Zoning Commission, and the Board of Supervisors to evaluate development proposals and to determine if such developments are appropriate for the unincorporated areas of the FMPO region. The *Flagstaff Regional Plan* is consistent with and complementary to the Coconino County Comprehensive Plan and the local community area plans in the region. These plans are decision-making tools used by residents, landowners, developers, Coconino County Community Development, Planning and Zoning Commission, and the Board of Supervisors. The Plan also serves as a comprehensive reference and blueprint for community programs as well as for public- and private-sector initiatives.

## Relationship to Other Planning Documents

The *Flagstaff Regional Plan* incorporates, updates, and builds upon many past planning efforts within the Flagstaff region, and every effort has been made to ensure consistency with these other planning documents and to minimize conflicts.

Appendix A contains a list of documents that implement, or are related to, the *Flagstaff Regional Plan*.

## *Flagstaff Pathways 2030 Regional Transportation Plan*

The FMPO adopted the *Flagstaff Pathways 2030 Regional Transportation Plan (RTP)* in December 2009 that identifies and prioritizes future transportation investments for roads, public transit, and trails. This plan evaluates the cost and effectiveness of projects for each major travel mode and addresses the relationships between land use, transportation, the economy, and the environment. This document is updated every five years.

### **Other Regional Planning Documents**

There are two federal management plans in the planning area for Walnut Canyon National Monument and Sunset Crater Volcano National Monument. In addition, the Coconino National Forest has been working to revise its Forest Plan. At the county level, the *Coconino County Comprehensive Plan* adopted in 2003 also applies to the 460 square miles of unincorporated county land within the *Flagstaff Regional Plan* area. In addition, the County has 10 community area plans, of which five are within the area covered by the *Flagstaff Regional Plan*—Bellemont, Fort Valley, Doney Park Timberline-Fernwood, Kachina Village, and Mountainaire. These area plans also have goals and policies specific to each community and four of the five also have design review overlay guidelines which serve to ensure that new commercial buildings are compatible with the character of each community.



### **Specific Plans and Studies for Areas and Corridors**

The purpose of a specific plan is to provide a greater level of detail for a geographic area or element of the Regional Plan, and to provide for the systematic implementation of the Regional Plan. Specific plans can also be adopted as master plans for development when they accompany a request for rezoning. The development of specific plans is essential for implementation of the *Flagstaff Regional Plan* and its vision. These plans are necessary to further determine the nature and scale of activity centers, corridors and neighborhoods, the cross-sections and alignment of future corridors, and the priority of goals and policies in a particular area. For more details about the content and purposes of specific plans, see Flagstaff City Code, Title 11, General Plans, and Subdivisions. Specific plans can be adopted in a number of ways.

Specific plans adopted by ordinance provide development standards and phasing of infrastructure for the planned area. The *Flagstaff Regional Plan* cannot supersede specific plans adopted by ordinance, but must be considered if they are amended.

Specific Plans adopted by resolution are official City policy providing direction on how to implement the Regional Plan. If the plan was developed prior to May 2014, only portions of the specific plan that align with the *Regional Plan 2030* are valid.

Plans that were proposed but not adopted by resolution or ordinance can be used as strategic documents and studies to better understand unique community and neighborhood issues. They reflect the desired future conditions supported by the community unless specifically rejected by the City Council. Rezoning, annexation, and plan amendment requests typically consider these plans and studies, but are not required to demonstrate conformance with them.

Within each specific plan or study, there is language that describes which parts of the documents are aspirational, advisory, strategy, and which are standards and guidelines. Specific Plans need to be read in the context of their status, intent, and conformance with the Regional Plan. Appendix A lists Specific Plans that were adopted or worked on by the City and their status.

## Keeping the Plan Current

### Annual Plan Review and Monitoring

The purpose of annual reviews and monitoring is to ensure that the Plan continues to reflect core community values and to evaluate how new developments have been approved in compliance with the Plan. To achieve this, department directors will provide the City Manager and City Council with an annual review of Regional Plan-related activities. This review will accomplish the following:

- Measure the City's success in achieving Plan goals and policies through recommended strategies such as measuring on a per-project basis how sustainability indicators have been achieved
- Identify proposed strategies to be pursued under the coming year's budget
- Identify unlisted strategies that will achieve Plan goals
- Document growth trends and compare those trends to plan objectives
- List development actions that affect the Plan's provisions
- Explain difficulties in implementing the Plan
- Review community indicators
- Review outside agencies' actions affecting the Plan.

Refer to Appendix D, Annual Report Template

### Comprehensive Plan Review

To ensure that the *Flagstaff Regional Plan* remains an effective guide for decision-makers, Flagstaff will conduct comprehensive evaluations of the Plan every 10 years as required by Arizona Revised Statute §9-461.06 and should address the following in addition to any state mandated requirements:

- Progress in implementing the Plan
- Changes in community needs and other conditions that form the basis of the Plan
- Fiscal conditions and the ability to finance public investments recommended by the Plan
- Community support for the Plan goals and policies
- Changes in state or federal laws that affect the City's tools for Plan implementation
- Changes in land ownership, usage, or development in areas immediately outside of the planning boundary and jurisdiction (such as those that might be implemented on the Navajo Nation to the east and north, or by the Hopi Tribe on parcels it owns, or by Camp Navajo to the west, or in communities such as Parks).



Photo by: Tom Bean

The *Flagstaff Regional Plan* is a dynamic document that can be updated, revised, and improved over time to respond to emerging issues, new ideas, and changing conditions. To assess the Plan's effectiveness, the City will need to monitor actions affecting the Plan. As a result of these monitoring efforts or private development requests, the City will need to amend the Plan periodically. The Planning and Zoning Commission and City Council need to consider each proposed amendment carefully to determine whether or not it is consistent with the Plan's goals and policies. In addition, the cumulative effect of many changes may result in a change in policy direction. For this reason, Plan amendments must be evaluated in terms of their significance to overall City policy. A comprehensive summary listing of the goals and policies for the Plan is included in Appendix B, and will serve as a valuable tool to ensure any future changes or amendments are in keeping with the Plan's original vision and intent.

## Amendments and Development Review Processes

The codified processes described below serve as tools for City staff to implement the goals, policies, and strategies of the *Flagstaff Regional Plan*. In addition, through public hearings when applicable, these processes provide opportunities for citizens to make recommendations to the Planning and Zoning Commission and City Council regarding the goals and policies of the *Flagstaff Regional Plan*.

**Annexations** – All proposed annexations will be evaluated for consistency with the goals and policies of this Plan. The proposed annexation should not be detrimental to the majority of the persons or property in the surrounding area or the community in general. The City’s basic position regarding annexation is that the annexation must demonstrate a favorable benefit to the taxpayers of the City. All applications for annexations of real property shall be reviewed, processed, and approved in conformance with Arizona Revised Statute §9-471 et seq. (Annexation of territory, procedures, notice, petitions, access to information, restrictions). Annexations may be initiated by the following:

- City Council or City Manager – The City Council or the City Manager may direct the Planning Director to review a specific property to determine whether it may be legally annexed and to contact property owners to determine whether they will sign an annexation petition.
- Property Owners – One or more property owners may submit an application to the City to annex property.

**Zoning Code Amendments** – In accordance with the City of Flagstaff Zoning Code, Division 10-20.50, an amendment to the Zoning Map or the text of the Zoning Code may only be approved if:

- The proposed zoning map amendment(s) is consistent with and conforms to the goals and policies of the *Flagstaff Regional Plan* and any applicable specific plans.
- If the application is not consistent with and does not conform to the *Flagstaff Regional Plan*, and any other specific plan, the applicable plan must be amended in compliance with the procedures established in the **Flagstaff** City Code, Title 11, Chapter 11-10 (General Plans), prior to consideration of the proposed amendment(s).

**Public Development Projects** – City- and County-sponsored projects and Capital Improvement Programs should be required to adhere to all applicable goals and policies of the *Flagstaff Regional Plan* through project planning and budgeting to ensure funding is available to implement the Plan.

## Comprehensive Updates and New Elements

Refer to Flagstaff City Code, Title 11, Chapter 11-10 (General Plans), for procedures relating to the addition of a new element to the Regional Plan, or for comprehensive General Plan update requirements.

## Amendments to Text and Maps 21, 22, 24, and 25

Major plan amendments should evaluate proposals that would substantially alter the balance between the goals and policies of the Flagstaff Regional Plan. When a major plan amendment is proposed, it will be evaluated for its conformance to goals and policies, and systematic impacts that would alter the expected growth scenario that the Regional Plan embodies (See Page II-11 for scenario details). The growth scenarios used a computer model to

# Summary of differences between Option 1 and Option 2 for amendments to Flagstaff Regional Plan Chapter III

This document addresses New Text on Pages III-10 to III-15 only

**New Document:**

[Chapter3\\_Option2](#)

15 pages (1.99 MB)

11/1/2016 3:20:14 PM

Used to display results.

**Old Document:**

[Chapter3\\_Option1](#)

15 pages (1.99 MB)

11/1/2016 3:20:14 PM

## How to read this report

**Highlight** indicates a change.

Blue indicates inserted or moved text.

Red indicates deleted or moved text.

Orange indicates replaced text.

Gray indicates that text was moved

A star indicates consolidated descriptions of extensive changes in an entire section.

## Amendments and Development Review Processes

The codified processes described below serve as tools for City staff to implement the goals, policies, and strategies of the *Flagstaff Regional Plan*. In addition, through public hearings when applicable, these processes provide opportunities for citizens to make recommendations to the Planning and Zoning Commission and City Council regarding the goals and policies of the *Flagstaff Regional Plan*.

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Major plan amendments should evaluate proposals that would substantially alter the balance between the goals and policies of the Flagstaff Regional Plan. When a major plan amendment is proposed, it will be evaluated for its conformance to goals and policies, and systematic impacts that would alter the expected growth scenario that the Regional Plan embodies (See Page II-11 for scenario details). The growth scenarios used a computer model to

integrate land use, transportation, and environmental outcomes to a preferred build out scenario that informed the Regional Plan's Maps 21 and 22 (Future Growth Illustration), Map 24 (Activity Centers), and Map 25 (Road Network Illustration). When a major plan amendment is proposed to these maps, its expected outcome will be compared to the original assumptions of the plan and the systematic impacts of the change. Only those changes listed in the chart as requiring a major plan amendment need such an amendment. All other changes require only a minor plan amendment.

A major plan amendment is required when a proposal meets any one of the criteria on the chart on Pages III-14 and III-15. Major plan amendment categories "1" through "8" relate to Maps 21, 22, 24, and 25. Any changes made to the content of these maps can be carried forward to other maps that use the same map features for background, as part of the City's annual update. Major plan amendment category "9" applies to text found in the "Goals and Policies" call out boxes that are located throughout the document, and to the "Major Plan Amednments Chart" on Pages III-14 and III-15. Deletions, additions or changes to goals and policies in the Regional Plan can only be proposed by the City of Flagstaff's Council, Commissions or staff.

Any other changes to the Regional Plan not shown in the Major Plan Amendments Chart, are considered minor plan amendments. Minor plan amendment analysis is focused on conformance with the goals and policies of the Regional Plan. Some minor plan amendments may have consequences for how the Plan is implemented, but it is difficult to define them as "major" based on any criteria that could be identified early in the application process. Some examples of minor plan amendments are:

- Changes from urban to suburban area types outside of activity centers
- Changes from suburban to urban area type inside of an activity center
- Changes from urban, suburban, and rural area types to employment
- Identifying a new area type for an "Area in White" on Maps 21 and 22
- Refinement of place types at the parcel level as part of a specific plan
- Wording changes to goals and policies that do not substantially alter their meaning
- Adding a commercial or residential corridor in a new subdivision

### Major and Minor Plan Amendment Procedures

The Regional Plan is a living document and is expected to be amended regularly to keep it current and relevant. There are two types of plan amendments: major and minor. In Arizona, each jurisdiction can determine what changes require a major plan amendment in the General Plan (*Flagstaff Regional Plan 2030*). The procedures for processing plan amendments can be found in the Flagstaff City Code, Title 11, General Plans, and Subdivisions. Flagstaff City Code may change independent of the Regional Plan and should be used to refer to details of any related process.

Arizona Revised Statutes (A.R.S.) require all major amendments to the Regional Plan to be presented at a single public hearing during the calendar year the proposal is made. The process for major amendment proposals is very specific and deadline driven. Major plan amendments must be processed before an application for rezoning or annexation can be accepted. The process includes public notification, Planning and Zoning Commission review, and a minimum of three public hearings. The proposal is also required to be sent to the Planning and Zoning Commission, City Council, and a review and comment period 60 days prior to public notice. Major amendments to the general plan also require an affirmative vote of at least two-thirds of the members of the City Council. These requirements may be changed by the City or the State.

A minor amendment to the general plan requires only one public hearing by the Planning and Zoning Commission and one by the City Council. These minor amendment public hearings may be held at any time during the calendar year, and require a simple majority instead of a two-thirds vote of the City Council. Minor plan amendments may be processed concurrently with rezoning and annexation applications.



Photo by: Tom Bean

## Amendments to Other Maps and Plan Content

If the Plan changes are the result of a development application that complies with the urban growth boundary, area types, and place types, amendments to other maps in the plan may be completed as part of the City's annual update of the Regional Plan. Changes or updates to other parts of the Regional Plan will be gathered throughout the year and presented for City Council adoption along with the Regional Plan Annual Report. In these cases, it is not required to have a plan amendment processed along with the development application. If the application requires a change to the urban growth boundary, area or place types, then all amendments to other maps in the Regional Plan should be processed concurrently.

## Area and Place Type Guidelines

Maps 21 and 22 (Future Growth Illustration) and Map 24 (Activity Centers) are generalized representations of area types and Activity Center and Neighborhood place types. Map 25 (Road Network Illustration) includes representations of the commercial corridor place type. Residential corridors and other streets on Map 25 are not considered place types. The following paragraphs relate to the content of Chapter IX: Growth and Land Use. Chapter IX describes areas and place types through the maps, goals and policies, and Tables of Characteristics, which give detail on the desired conditions within Urban, Suburban, and Rural Activity Centers, Neighborhoods, and Corridors. These guidelines describe how the background text, goals and policies and maps are used to determine if a proposal complies with the area and place type, or needs an amendment.

### Descriptions of Area and Place Types

Tables of Characteristics include information that describes the combined area-place type, such as Suburban Neighborhood, in terms of desired pattern, block size, density and intensity, mix of uses, transportation, open space, and parks. Parks/Open Space, Employment, and Special District area types are not described in the tables but have explanations of similar characteristics described in the text. These tables are intended to be interpreted at a scale that at a minimum is a neighborhood or activity center, and may be larger.

Every row of the Tables of Characteristics for area and place types is not a standard or guideline unto itself. The tables are meant to be taken as a whole, and used along with an analysis of how the project would or would not move the community towards the goals and policies throughout the document. For projects that are generally compatible with the characteristics in the table and related goals and policies, but do not fall within the range of density or intensity, the planner will consider the site-specific preservation of nature resources and compatibility of the proposal with the existing and future neighborhood context through an analysis of goals and policies. Specific plans may further refine how density and intensity is considered within an activity center or a neighborhood.

### **Locations with more than one Area or Place Type**

If there are overlapping area types, either type could be used to analyze plan consistency without requiring an amendment to Maps 21 and 22 (Future Growth Illustration).

Places with “future” area types on Maps 21 and 22 (Future Growth Illustration) that are currently developed to a lower intensity and density do not require an amendment if they are compatible with the existing development pattern. For instance, if an area with a future urban/existing suburban area is proposed for a development that fits the suburban area type according to the table of characteristics, then an amendment is not required. If a place has only a future area type and no existing area type, then the application must conform to the future area type or would require an amendment.

Parcels with more than one area or place type do not have to meet the exact acre of each area type. The lines dividing each area type are general, unless a specific plan has made site-specific interpretations. Parcels with more than one area or place type must show they meet the intent of what is displayed on Maps 21 and 22 (Future Growth Illustration). For example, a 20-acre parcel with “urban” next to a commercial corridor and “suburban” further away can show that the proposal increases density in the front of the property along the road and scales back without having 10 acres of each and plan amendment would not be required. If the parcel is along a commercial corridor or within the pedestrian shed of an activity center, characteristics of the place types must also be demonstrated.

## **Specific Plan Amendments to the Flagstaff Regional Plan 2030**

Specific Plans are processed as a minor amendment but follow the enhanced procedural requirements for public participation and notification required of major plan amendments. If a Specific Plan proposes a change to the Regional Plan related to a major amendment category identified on Page III-14 and III-15, and the application follows the same notification and public participation requirements of a major plan amendment, the proposal may be exempted from the timeline for submittals and reviews of major plan amendments in Title 11, Chapter 11-10 (General Plans).

## Major Plan Amendments Chart

### 1 Urban Growth Boundary<sup>1</sup>

Expansion of the urban growth boundary that requires an expansion of public utility **infrastructure**.

### 2 Area Type – Employment

Reduction of the employment area type, unless offset by an exchange of acres within the same master planned area.

### 3 Area Type – Special District

Creation of a new special district, or reduction in the size of a special district.

### 4 Area Type – Urban/Rural

Changes from urban to rural or rural to urban area types.

### 5 Area Types – Urban/Suburban/Rural<sup>1,2</sup>

- In activity centers, changes to area types that reduce the intensity, density, and mix of uses, except where done to protect natural or cultural resources.
- In neighborhoods and along commercial corridors more than ¼ mile from an activity center, changes from rural to suburban, or suburban to urban area types.

### 6 Area Type – Parks/Open Space

Reduction of the land designated for conservation, or active or passive recreation.<sup>4</sup>

## Major Plan Amendments Chart (cont.)

### 7 Place Type – Activity Centers<sup>1,2</sup>

- Addition or deletion of an activity center
- Moving the center of an existing or future activity center.
- Reduction in the category of an activity center (urban to suburban, suburban to rural, or regional to neighborhood) without creating a proportional increase in the scale of an activity center elsewhere in Flagstaff.

### 8 Corridors<sup>1,5</sup>

Changing an existing residential corridor, local road, or private street to a commercial corridor.

### 9 Text Amendments<sup>1,3</sup>

- Add or delete a goal or policy in any chapter of the Plan.
- Changes to the Criteria for Major Plan Amendments

<sup>1</sup> This category excludes changes that are the result of a Specific Plan. Such changes will be processed as minor amendments.

<sup>2</sup> See tables of Area/Place Type Characteristics found in Chapter IX: Growth and Land Use, and relevant Specific Plans for the range of density, intensity, and mix of uses.

<sup>3</sup> Deletions, additions, or changes to text in the Regional Plan can only be proposed by the City of Flagstaff's Council, Commissions or staff.

<sup>4</sup> Lands designated for conservation and active and passive recreation are displayed as Parks/Open Space on the Future Growth Illustration. Public facilities, such as tanks, utilities, roads, and staging areas, may be located within the Parks/Open Space area type. If these facilities have substantially altered the natural environment or created a brownfield site, removing them from the Parks/Open Space designation may be processed as a minor amendment. Expansion of such facilities does not require a plan amendment.

<sup>5</sup> Corridors are identified on Map 25: Road Network Illustration.

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Charity Lee, Real Estate Manager  
**Date:** 10/28/2016  
**Meeting Date:** 11/15/2016



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**TITLE:**

**Consideration and Adoption of Ordinance No. 2016-41; and License Agreement:** An ordinance authorizing the conveyance of approximately ten (10) acres of land on McMillan Mesa to the State of Arizona for the construction and operation of a Veterans' Home; and License Agreement with the State of Arizona providing for continued use of the land for City purposes prior to development. (***Land for Veterans' Home***)

**RECOMMENDED ACTION:**

At the November 15, 2016, Council Meeting

- 1) Read Ordinance No. 2016-41 by title only for the first time
- 2) City Clerk reads Ordinance No. 2016-41 by title only (if approved above)

At the December 6, 2016, Council Meeting

- 3) Read Ordinance No. 2016-41 by title only for the final time
- 4) City Clerk reads Ordinance No. 2016-41 by title only (if approved above)
- 5) Adopt Ordinance No. 2016-41
- 6) Approve the License Agreement, to be effective upon conveyance of land to State of Arizona

**Executive Summary:**

The City Council, and City Staff have been working with the Arizona Department of Veterans' Services since 2012 regarding locating a veterans' facility in the City of Flagstaff. Staff had presented to Council a variety of locations and it was determined that the best location for the facility was on McMillan Mesa. Staff is submitting an ordinance for the donation of 10 acres of land, a portion of County Assessor parcel no. 10902001N, located at 2100 North Gemini Drive, Flagstaff, AZ, 86001. This land will be for the sole purpose of the construction and operation of a veterans' skilled nursing facility. The land will be transferred by Quit Claim Deed, will revert to the City if conditions therein are not met. The State has agreed to comply with City Dark Sky lighting standards.

**Financial Impact:**

The financial impact to the City is the donation of 10 acres of land for the site of the veterans' facility. The City receives valuable consideration in return for the donation, as the community will benefit from the location of a veterans' facility in Northern Arizona. The Arizona Department of Veterans' Services will be paying the costs associated with the construction. These funds will come from the States contribution of \$10 million dollars that was recently approved in the FY2017 budget and appropriated, and from grant money from the Federal Government.

**Policy Impact:**

Not Applicable

**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
- 10) Support and assist the most vulnerable

**Has There Been Previous Council Decision on This:**

Yes,

December 11, 2012 Homer Rodgers, Assistant Deputy Director of the Arizona Department of Veterans' Services presented to Council on a potential veterans' facility and cemetery in Bellemont, Arizona.

December 16, 2014 Staff presented information to Council to discuss potentially using a portion of McMillan Mesa for a veterans' facility.

January 6, 2015 Staff presentation. Council directed staff to explore a veterans' facility opportunity.

March 10, 2015 Staff presentation.

May 12, 2015 Council meeting

June 2, 2015 Resolution No. 2015-16 memorializing direction for staff to bring an ordinance for consideration providing land for a veterans' facility.

October 11, 2016 Executive Session.



**ORDINANCE NO. 2016-41**

**AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE CONVEYANCE OF APPROXIMATELY TEN (10) ACRES OF LAND ON MCMILLAN MESA TO THE STATE OF ARIZONA FOR THE CONSTRUCTION AND OPERATION OF A VETERANS' HOME; PROVIDING FOR SEVERABILITY, DELEGATION OF AUTHORITY, AND ESTABLISHING AN EFFECTIVE DATE**

**RECITALS:**

WHEREAS, the State of Arizona, acting by and through the Arizona Department of Veterans' Services ("AZDVS") has requested that the City convey land to the AZDVS for construction and operation of a veterans' skilled nursing facility ("Veterans' Home");

WHEREAS, the City owns approximately ten (10) acres of land located on East Gemini Drive, on McMillan Mesa, and legally described and depicted in Exhibits A and A-1 attached hereto (the "Property") that is acceptable to AZDVS;

WHEREAS, the City Council finds that the conveyance of Property to AZDVS for the construction and operation of a Veterans' Home in Flagstaff is a public use and will provide a valuable community benefit;

WHEREAS, City of Flagstaff is authorized pursuant to the Flagstaff City Charter Article VII, Section 5, and Article VIII, Section 10 to convey the real property by ordinance to AZDVS in consideration for the construction and operation of a Veterans' Home.

**ENACTMENTS:**

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:**

**SECTION 1. In General.**

The City of Flagstaff hereby authorizes conveyance of the Property by the Quit Claim Deed attached hereto to the State of Arizona, acting by and through the Arizona Department of Veterans' Services; provided, however, the conveyance is conditional and fee simple title to the Property shall automatically revert to the City of Flagstaff in the event any one of several stated covenants and conditions in the Quit Claim Deed is not met.

**SECTION 2. Delegation of Authority.**

The Mayor, City Manager, City Attorney, City Clerk, Finance Director, Real Estate Manager, or their delegates or agents, are hereby authorized and directed to take all steps and execute all documents necessary to convey the Property described in said Quit Claim Deed, and to carry out the purpose and intent of this ordinance.

SECTION 3. Severability.

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

SECTION 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 \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

Attachments:  
Quit Claim Deed Subject to Covenants and Conditions  
Exhibits A and A-1 Legal description and map of the Property

**When recorded, mail to:**

City Clerk  
City of Flagstaff  
211 W. Aspen  
Flagstaff, AZ 86001

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**Exempt Pursuant to  
A.R.S. § 11-1134(A)(3)**

**QUIT CLAIM DEED  
Subject to Covenants and Conditions**

For good and valuable consideration, including specifically the representation that a Veterans' Home is to be constructed by Grantee on the certain property described below, the receipt and sufficiency of which are hereby acknowledged, CITY OF FLAGSTAFF, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona ("Grantor"), hereby quit-claims to THE STATE OF ARIZONA, acting by and through the Arizona Department of Veterans' Services ("Grantee"), all of Grantor's rights, title, or interest in the following described real property situated in Coconino County, Arizona:

Approximately ten (10) acres of land located on East Gemini Drive, Flagstaff, Arizona 86001 as legally described and depicted in Exhibit A and A-1 attached hereto and incorporated herein by reference ("Property");

SUBJECT TO current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, and matters which a correct and accurate survey of the Property would disclose;

PROVIDED THAT THIS CONVEYANCE IS SUBJECT TO the following covenants and conditions ("Covenants and Conditions"):

1. The Property shall be used only (a) as provided in the certain License Agreement being entered into simultaneously with the filing of this Quit Claim Deed, and (b) after the termination of the certain Licensing Agreement, for the construction of and use as an Arizona Veterans' Home ("Veterans' Home") at Grantee's cost and expense.
2. Fee title to the Property shall automatically revert to and revest in Grantor, and Grantor shall have sole ownership of such Property and to all improvements, fixtures and other property then existing thereon or therein, without further consideration to Grantee, if any of the following occurs:
  - a. Grantee is unable to secure a federal conditional grant letter for federal funds necessary for construction of the Veterans' Home on or before January 1, 2021; or
  - b. Grantee sells, conveys, leases, encumbers or otherwise transfers any of the Grantee's



ATTEST:

\_\_\_\_\_  
Elizabeth Burke, City Clerk

APPROVED AS TO FORM BY:

\_\_\_\_\_  
City Attorney's Office

GRANTEE HEREBY ACCEPTS AND AGREES TO the foregoing Quit Claim Deed and the Covenants and Conditions therein.

**GRANTEE:**

STATE OF ARIZONA, acting by and through  
the Arizona Department of Veterans' Services

\_\_\_\_\_  
By: \_\_\_\_\_  
Director of the Arizona Department of Veterans' Services

STATE OF ARIZONA            )  
  ) ss.  
County of \_\_\_\_\_ )

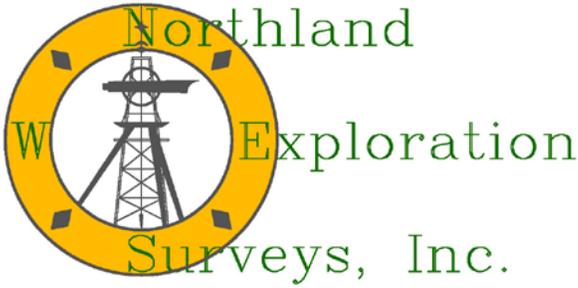
This instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, on behalf of Grantee.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

Attachments: Exhibit A and A-1 legal description and map



## EXHIBIT "A"

### LEGAL DESCRIPTION:

A portion of that parcel of land described in Docket 1668, Page 237 of the Records of Coconino County, Arizona, situated in the Southwest  $\frac{1}{4}$  of Section 11, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcel being more particularly described as follows:

**From** the Southwest section corner of said Section 11, said point being a found BLM Cap, thence S  $89^{\circ} 59' 42''$  E, along the South section line of said Section 11, for a distance of 650.39 feet to a non-tangent point of curvature on the East Right-of-Way line of Gemini Drive, from which the South  $\frac{1}{4}$  of said Section 11, a found Cap 14671, bears S  $89^{\circ} 59' 42''$  E a distance of 2003.11 feet;

Thence Northeasterly along said East Right-of-Way line, along a curve to left, having a central angle of  $2^{\circ} 10' 02''$  and a radius of 800.04 feet, for a distance of 30.26 feet, the chord of said curve bears N  $07^{\circ} 22' 02''$  E a distance of 30.26 feet, to a non-tangent point, said point being the **TRUE POINT OF BEGINNING**;

Thence S  $89^{\circ} 59' 47''$  E for a distance of 585.88 feet to a set  $\frac{1}{2}$ " rebar w/Cap 14671;

Thence N  $14^{\circ} 29' 46''$  W for a distance of 331.22 feet to a set  $\frac{1}{2}$ " rebar w/Cap 14671;

Thence N  $13^{\circ} 18' 11''$  W for a distance of 564.50 feet to a set  $\frac{1}{2}$ " rebar w/Cap 14671;

Thence N  $74^{\circ} 43' 21''$  W for a distance of 453.31 feet to a set  $\frac{1}{2}$ " rebar w/Cap 14671, said point being a non-tangent point of curvature on the East Right-of-Way line of said Gemini Drive;

Thence Southeasterly along said East Right-of-Way line, along a curve to the right, having a central angle of  $35^{\circ} 04' 06''$  and a radius of 350.00 feet, for a distance of 214.22 feet, the chord of said curve bears S  $17^{\circ} 52' 10''$  E a distance of 210.89 feet, to a set  $\frac{1}{2}$ " rebar w/Cap 14671;

Thence S  $00^{\circ} 21' 10''$  E, along said East Right-of-Way line, for a distance of 696.45 feet to a set  $\frac{1}{2}$ " rebar w/Cap 14671, said point being a point of curvature;

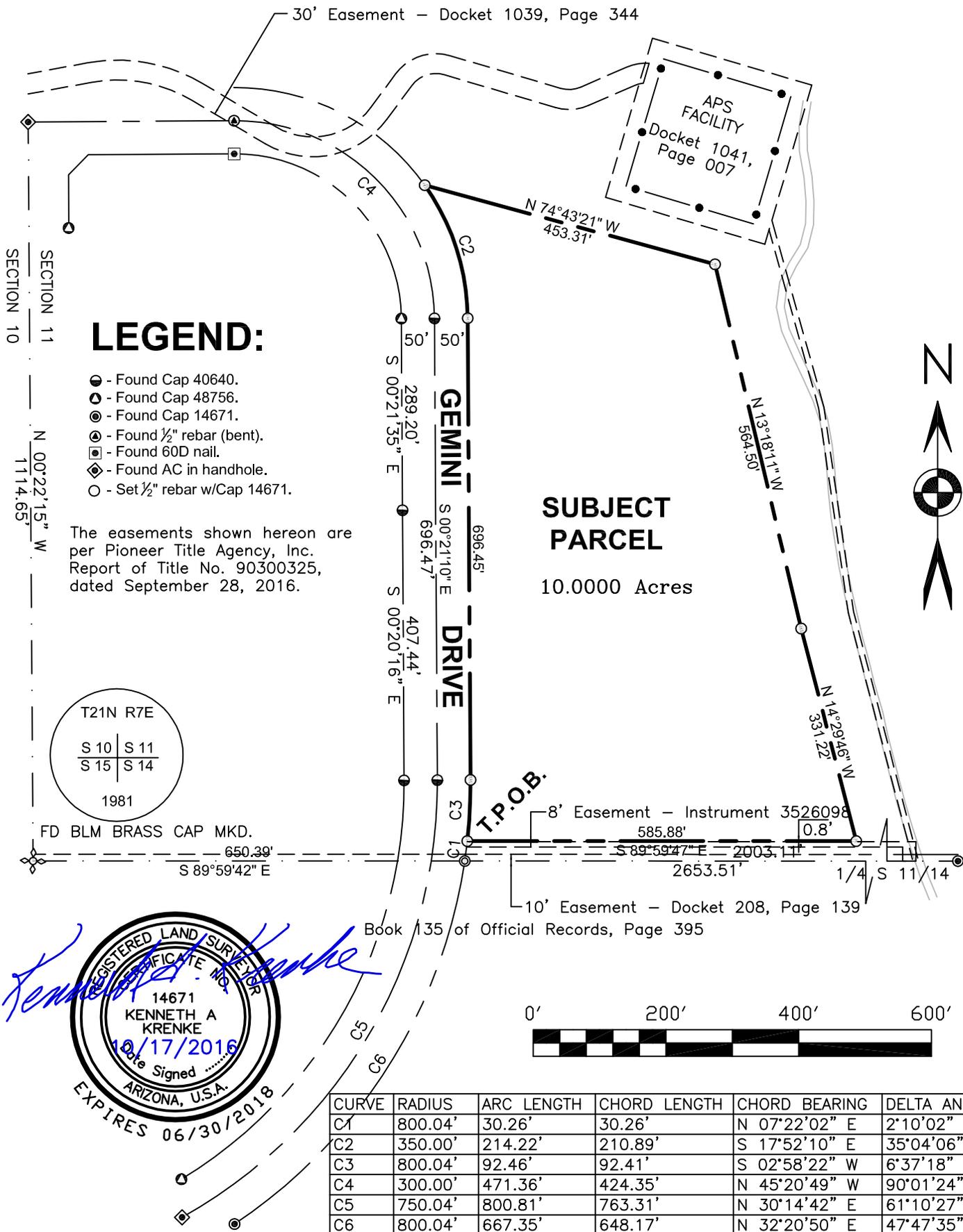
Thence Southwesterly along said East Right-of-Way line, along a curve to the right, having a central angle of  $06^{\circ} 37' 18''$  and a radius of 800.04 feet, for a distance of 92.46 feet, the chord of said curve bears S  $02^{\circ} 58' 22''$  W a distance of 92.41 feet, to the **TRUE POINT OF BEGINNING**,

Said parcel contains 10.0000 acres of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-1"**, which is made a part hereof by this reference.

NES # 16-097



# EXHIBIT "A-1"



REGISTERED LAND SURVEYOR  
KENNETH A KRENKE  
14671  
10/17/2016  
ARIZONA, U.S.A.  
EXPIRES 06/30/2018

**LICENSE AGREEMENT**  
**between**  
**The State of Arizona Department of Veterans' Services**  
**and the**  
**City of Flagstaff**

---

This License Agreement (the "Agreement") is made this \_\_\_\_ day of 2016 by and between the State of Arizona Department of Veterans' Services ("ADVS"), with offices at 3839 North Third Street, Ste. 200, Phoenix, Arizona 85012, and the City of Flagstaff, an Arizona municipal corporation with offices at 211 W. Aspen Street, Flagstaff, AZ. 86001("City").

**RECITALS**

- A. City is donating by Quit Claim Deed approximately ten (10) acres of real property located on East Gemini Drive, Flagstaff, Arizona 86001, as legally described and depicted in "Exhibit A" attached hereto ("the "Property") to ADVS for construction and operation of a veterans' home;
- B. The Property is currently used by the City of Flagstaff Public Works for storage of construction materials and equipment;
- C. City desires to continue to use the Property until such time as ADVS is ready to proceed with construction of a veterans' home.

NOW, THEREFORE, in consideration for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

**1. Term**

The term of this Agreement will commence upon the date the Quit Claim Deed for the Property is recorded in the Coconino Recorder's Office. The term will continue until such time this Agreement is revoked by ADVS or terminated by City pursuant to Section 6 below.

**2. Permitted Uses of Property**

City may use the Property during the term of this Agreement for storage of construction materials and equipment by City, including City project contractors and subcontractors. City may use the Property for other uses with advance written permission of an authorized representative of ADVS.

**3. ADVS Right of Entry**

ADVS reserves the right to enter onto the Property at any time during the term of this Agreement to conduct due diligence in preparation for design and construction of a veterans' home so long as such entry does not interfere with City use and ADVS provides both the City Real Estate Manager and City Public Works Director at least ten (10) calendar days advance notice of the dates and times of entry.

#### **4. Indemnification**

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but (except as provided otherwise in this paragraph) only to the extent that such Claims which result in vicarious/derivative liability to the Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers; the City's responsibility shall include all liabilities for any Claims arising out of any use of the Property by any City project contractor or subcontractor. In addition, City hereby agrees to indemnify ADVS for any liabilities arising out of the environmental condition (as of the date of this Agreement) of the Property. The State of Arizona (ADVS) is self-insured per A.R.S. 41-621.

#### **5. Insurance**

During the term of this agreement, City shall maintain at its own expense, insurance that includes (but is not limited to) environmental liability, property, general liability, auto liability, and workers compensation coverage as applicable.

#### **6. Indemnity and Insurance Requirements for the City's Contractors**

In addition, should City utilize any contractor(s) and/or subcontractor(s) with regard to the Property, the contract(s) between City and its contractor(s) and subcontractor(s) shall include the following:

##### **Indemnity and Hold Harmless Obligation.**

To the fullest extent permitted by law, contractor shall defend, indemnify, and hold harmless the City of Flagstaff ("City"), the Arizona Department of Veterans' Services ("ADVS"), and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona and ADVS, and their departments, agencies, boards,

commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State and ADVS.

Insurance Requirements for Any Contractors/Subcontractors.

*[Note: this requirement applies only to contractors used by City, not to City itself]* The insurance requirements herein (the “Insurance Requirements”) are minimum requirements and in no way limit the indemnity covenants contained in any agreement between City and ADVS. The State of Arizona and ADVS in no way warrant that the minimum limits contained herein are sufficient to protect City or its contractor(s) from liabilities that might arise out of the performance of the work under this contract by the contractor, its agents, representatives, employees or subcontractors, and contractor and City are free to purchase additional insurance.

Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability – Occurrence Form

The policy shall include bodily injury, property damage, and broad form contractual liability coverage:

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include ADVS and the State of Arizona, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the contractor.

b. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of ADVS and the State of Arizona, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the contractor.

*[Note that City is also required to be an additional insured, and City may supply the contractor with its own list of persons/entities to be insured.]*

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this contract:

- Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include ADVS and the State of Arizona, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the contractor involving automobiles owned, hired and/or non-owned by the contractor.

b. The policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of ADVS and the State of Arizona, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the contractor.

*[Note that City is also required to be an additional insured and it should supply the contractor with its own list of persons/entities to be insured.]*

3. Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
- o Each Accident \$1,000,000
- o Disease – Each Employee \$1,000,000
- o Disease – Policy Limit \$1,000,000

a. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of ADVS and the State of Arizona, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the contractor.

b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions: The contractor's policies, as applicable, shall stipulate that the insurance afforded the contractor shall be primary and that any insurance carried by ADVS, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. §41-621 (E). Insurance provided by the contractor shall not limit the contractor's liability assumed under the indemnification provisions of this contract.

Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this contract, contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to ADVS. Within two (2) business days of receipt, contractor must provide notice to ADVS if it receives notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to ADVS and shall be mailed and sent by facsimile transmission to Mr. Robert Barnes, Arizona Department of Veterans' Services, 3839 North Third Street, Ste. 200, Phoenix, Arizona 85012, facsimile: 602-255-1038.

Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the contractor from potential insurer insolvency.

Verification of Coverage

Contractor shall furnish ADVS with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that contractor has the insurance as required by this contract. An authorized representative of the insurer shall sign the certificates. All such certificates of insurance and policy endorsements must be received by ADVS before work commences. ADVS’s receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive any right of ADVS or otherwise affect the requirements of any agreement between ADVS and the City. Each insurance policy required by this contract must be in effect at, or prior to, commencement of work under this contract. Failure to maintain the insurance policies as required by this contract, or to provide evidence of renewal, is a material breach of contract. All certificates required by this contract shall be sent directly to ADVS. ADVS has the right to require complete copies of all insurance policies required by this contract at any time.

Subcontractors

Contractor’s certificate(s) shall include all subcontractors as insureds under its policies or contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified herein. ADVS has the right to require, at any time throughout the life of the contract, proof from the contractor that its subcontractors have the required coverage.

Exceptions

In the event the contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the Insurance Requirements shall apply.

**7. Revocation by ADVS; Termination by City**

ADVS may revoke this Agreement by providing at least six (6) months written Notice of License Revocation, instructing the City to vacate the premises and remove any and all construction materials and equipment from the Property. City may terminate this Agreement at any time after January 1, 2021 by providing at least thirty (30) days written Notice of Termination to ADVS.

**8. Notices**

All notices or other communications under this Agreement shall be in writing and shall be deemed to be delivered on the date of delivery if delivered in person or on the date of receipt indicated on the return receipt if delivered by U.S. Mail, certified or registered, return receipt requested, postage prepaid and addressed as follows:

If to ADVS:                      Mr. Robert Barnes  
Arizona Department of Veterans’ Services  
3839 North Third Street, Ste. 200  
Phoenix, Arizona 85012

If to City: City Manager  
City of Flagstaff  
211 W. Aspen Avenue  
Flagstaff, Arizona 86001

Or to such other person/address as a party may provide to the other by written notice.

**9. Governing Law, Jurisdiction and Forum**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Arizona. The parties agree that the courts of Arizona shall have exclusive jurisdiction and that Coconino County shall be the proper venue.

**10. Relationship of the Parties**

Nothing contained in this Agreement shall be construed as creating the relationship of principal or agent or of partnership or joint venture.

**11. Cancellation**

This Agreement is subject to the cancellation provisions of ARS § 38-511.

**12. Compliance with Laws and Regulations**

City will comply with all laws, ordinances, regulations, and rules of the federal, state, county, and municipal governments that may be applicable to its use of the Property.

**13. Assignment Prohibited**

This license is a personal right to the City, and is not subject to assignment without the written consent of ADVS, which consent shall not be unreasonably withheld. In the event ADVS consents to assignment, City as the Assignor shall give written notice to the Assignee that the Assignee shall be subject to and obligated under all terms and conditions of this License Agreement. Furthermore, the City hereby consents that any Assignment shall not relieve the City of its obligations under all terms and conditions of this License Agreement.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) set forth below.

**City of Flagstaff**

**State of Arizona Department of  
Veterans' Services**

\_\_\_\_\_  
**Title: City Manager**

\_\_\_\_\_  
**Title:**

\_\_\_\_\_  
**Dated:**

\_\_\_\_\_  
**Dated:**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**City Clerk**

\_\_\_\_\_  
**City Attorney**

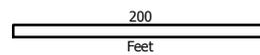
\_\_\_\_\_  
**Dated:**

\_\_\_\_\_  
**Dated:**

S:\Legal\Civil Matters\2016\2016-518 Veterans' Home – Ordinance, Quit Claim Deed, Leaseback, Overall Agreement\PHX-  
#5364148-v1-COMPARE\_City\_of\_Flagstaff\_ADV\_S\_License\_Agreement\_for\_Rea (3).docx

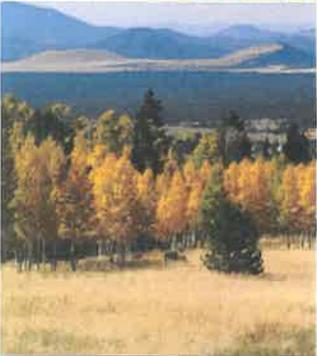
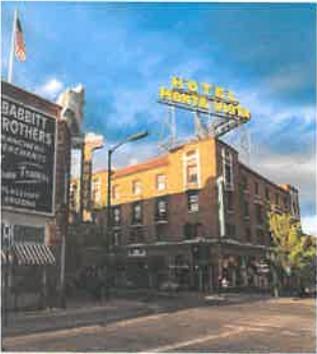


# Veterans Home Site Configuration



City of Flagstaff  
26 Sep 2016





# Veterans' Home Update

Work Session  
11/8/16

Presented By:  
Charity Lee  
Real Estate Manager



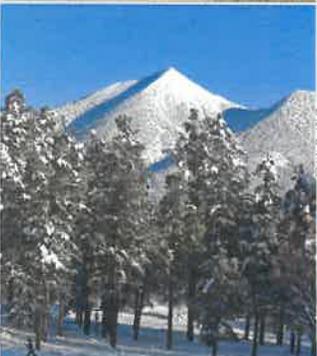
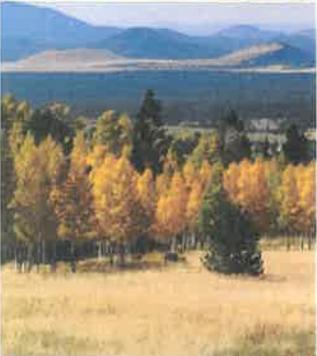
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# History

- 2015 City Council approved Resolution no. 2015-16
- May 7, 2016 FY17 State Budget approved, \$10 million appropriation for veterans home in Flagstaff
- July 2016 City staff met with the Arizona Department of Veterans' Services (ADVS) to confirm the location of the site, a 10 acre portion of parcel 109-02-001N located on McMillan Mesa



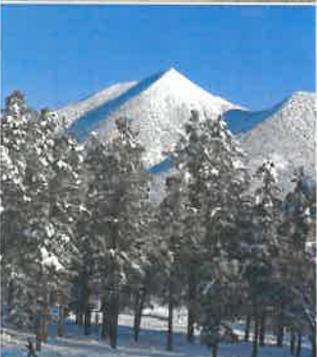
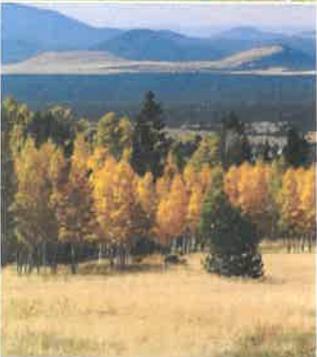
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# History

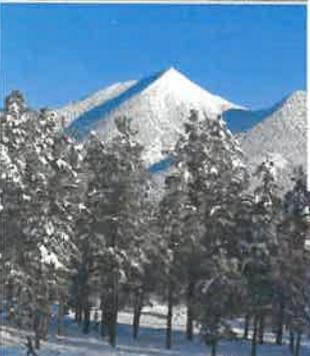
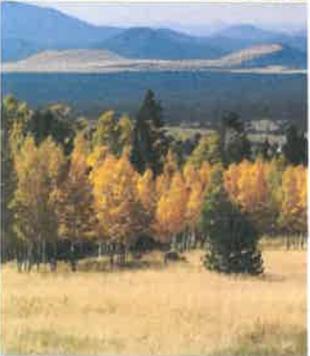
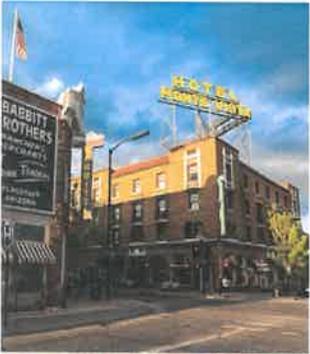
- 9/22/16 Meeting with ADVS to negotiate the Quit Claim Deed and City to have a license back for the continued use of the site until January 1, 2021
- 9/26/16 Open Space Commission was supportive of donating 10 acres of land on McMillan Mesa
- 10/11/16 Council Executive Session



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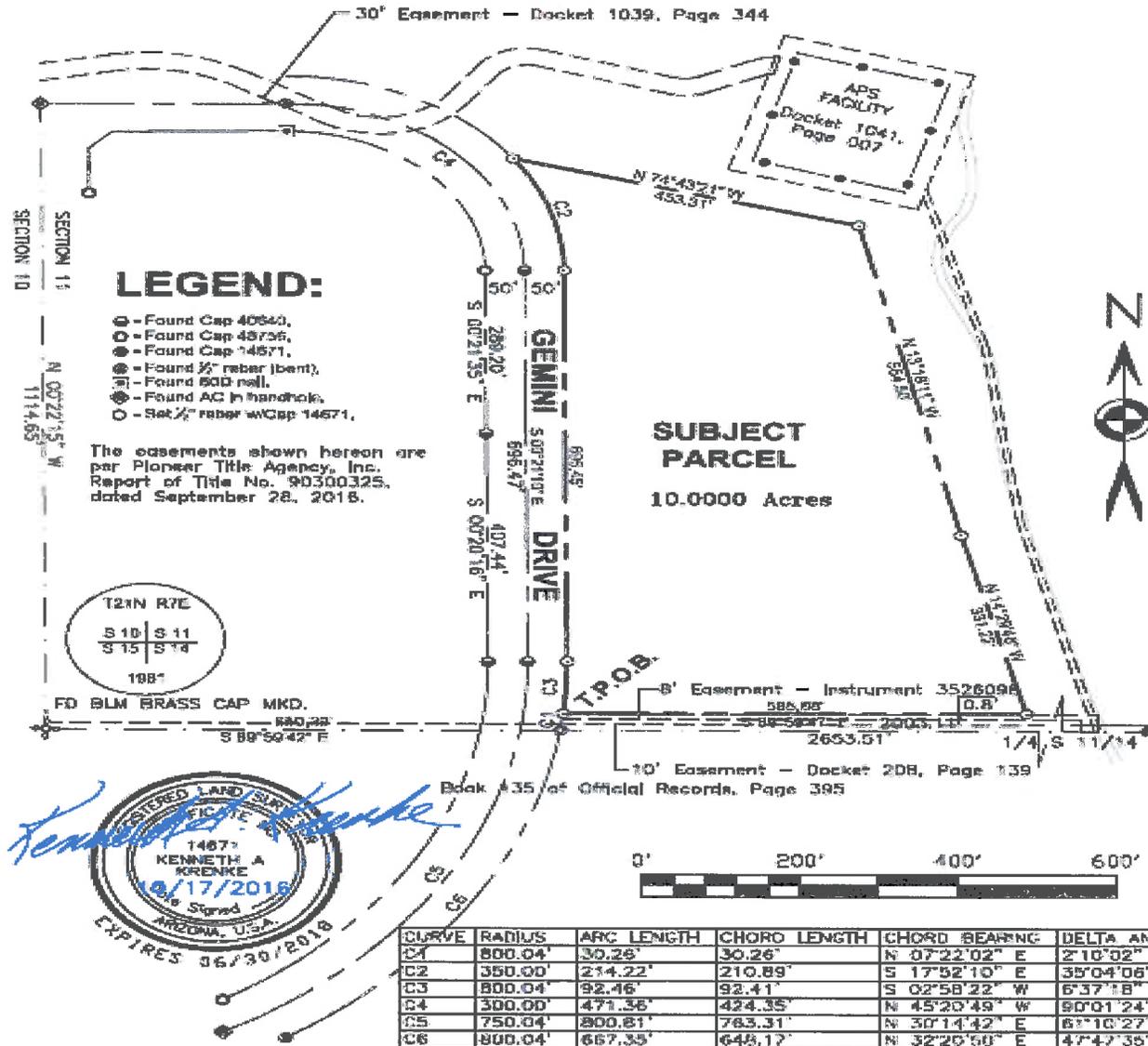
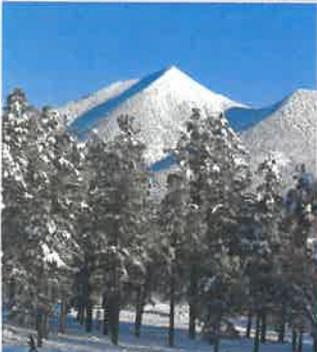
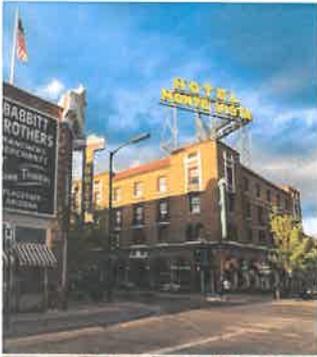


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# EXHIBIT "A-1"



*Kenneth A. Krenke*

REGISTERED LAND SURVEYOR  
FIGURE 14671  
KENNETH A. KRENKE  
10/17/2016  
1% State  
ARIZONA, U.S.A.  
EXPIRES 36/30/2018



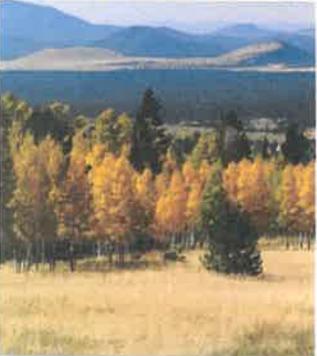
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# Statistics

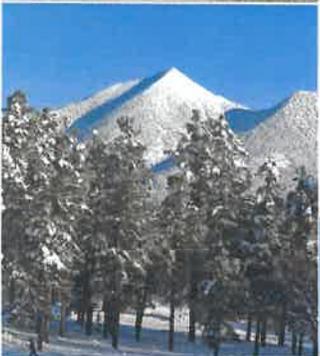
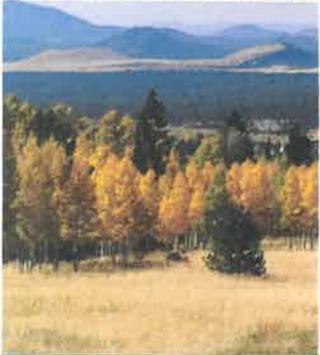
- Estimated 18,000 veterans in Northern Arizona
- According to AZDVS website all veterans, their dependents and survivors are potentially eligible for services at the facility
- According to U.S. Census Quickfacts Approximately 8,084 veterans in Coconino County
- 2,967 in Flagstaff
- 510 in Page
- 293 in Tuba City



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## Benefits of the Veterans' Home

1. Provide a facility for the veterans' in Northern Arizona. Currently the state had a location in Phoenix, Tucson, and Yuma will be building a facility soon
2. 60 bed facility with room for expansion
3. The facility will provide nursing services for the veterans
4. Recreation, social services and community involvement
5. Veteran housing
6. And 80 new jobs for the Flagstaff community
7. Contracts to local businesses
8. Boost local economy



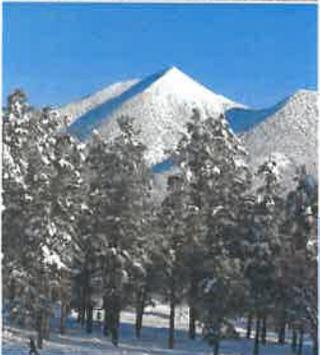
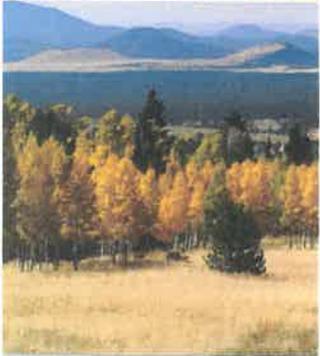
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# Quit Claim Deed

The Property to be donated by the City of Flagstaff and Quit claimed to the Arizona Department of Veterans' Services for the construction and use as an Arizona Veterans' Home at Grantee's cost and expense.



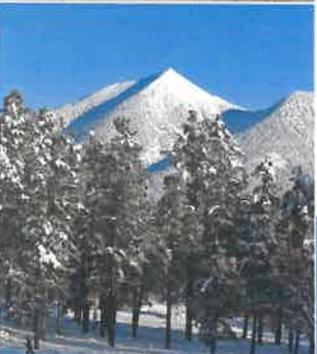
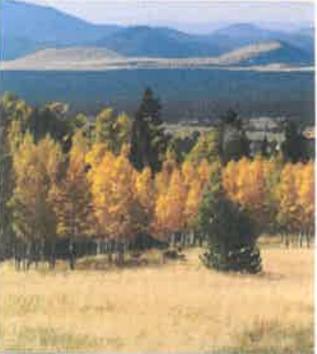
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# Reversionary Clauses in the Deed

1. If property ceased to be used as a Veterans' Home
2. Grantee sells, conveys, leases or encumbers the property without the prior approval of the Flagstaff City Council
3. Grantee ceases to operate the Veterans' Home on the Property
4. Veterans' Home is not initially constructed with a minimum of sixty (60) beds
5. The Veterans' Home exceeds two (2) stories in height and/or thirty-five (35) feet above natural grade
6. The Veterans' Home fails to comply with City of Flagstaff Outdoor Lighting Standards



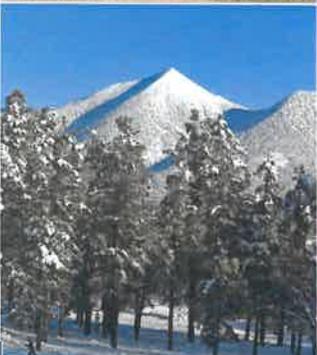
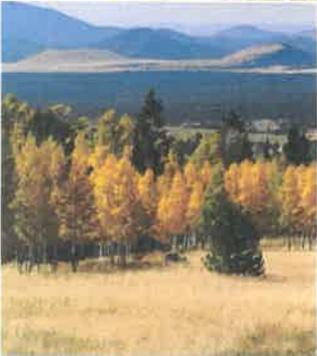
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# License Agreement

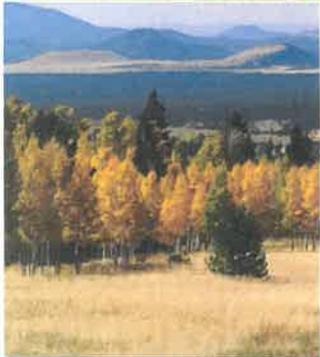
1. City to continue to use the existing site until revoked by ADVS or terminated by City of Flagstaff
2. ADVS revoke the Agreement by providing 6 months written Notice of License Revocation.
3. City may terminate any time after January 1, 2021 upon 30 days written Notice of Termination to ADVS.
4. City to indemnify and hold ADVS harmless
5. City to insure the property



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# Questions?



**TEAM FLAGSTAFF**

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**CITY OF FLAGSTAFF**  
**STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Karl Eberhard, Comm Design & Redevelopment Mgr  
**Date:** 11/02/2016  
**Meeting Date:** 11/15/2016



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**TITLE:**

**Consideration and Approval of Cooperative Contracts:** Purchase of Multi Space Pay-to-Park Kiosks With Annual Subscription for Kiosk Management with Mobile Payment Software and Parking Enforcement Equipment With Annual Subscription For Parking Enforcement Software utilizing the National Cooperative Purchasing Alliance (NCPA) Contract with Parkeon, Inc. (Contract # 05-15) and NuPark, Inc. (Contract # 05-17).

**RECOMMENDED ACTION:**

- 1) Approve and authorize the City Manager to execute the necessary contracts for the purchase of multi-space pay-to-park kiosks from Parkeon, Inc in the amount of not-to-exceed \$650,000.
- 2) Approve and authorize the City Manager to execute the necessary contracts for the annual subscription for kiosk management and mobile payment software with Parkeon, Inc. in the amount of not-to-exceed \$72,000.
- 3) Approve and authorize the City Manager to execute the necessary contracts for the purchase of parking enforcement equipment from NuPark, Inc. in the amount of not-to-exceed \$20,000.
- 4) Approve and authorize the City Manager to execute the necessary contracts for the annual subscription for parking enforcement software with NuPark, Inc. in the amount of not-to-exceed \$30,000.

**Executive Summary:**

In January of 2016, the City Council adopted a Comprehensive Parking Management Plan and directed staff to conduct procurement activities necessary to implement the plan. These action items are the result of that activity and are necessary in order to implement the plan. They include the purchase of equipment from, and a software subscription with, Parkeon, Inc and the purchase of equipment from, and a software subscription with, NuPark, Inc.

**Financial Impact:**

Anticipated expenses for implementation are similar to what was anticipated in the pro forma for the Comprehensive Parking Management Plan reviewed by the City Council in January of 2016. Individual expenses and revenues have been both greater and lesser than anticipated resulting in a final scenario generally consistent with conceptual planning. At the same time, the number of metered spaces and the number of employee permit spaces - the projected revenue - is greater than anticipated. The system in its near final financial design remains able to repay the City's initial capital outlay, to reserve funds for increasing the parking supply (20% minimum), to pay the capital financing costs, and to operate financially independent of further City funding.

The FY2017 budget for the Parking District includes the purchase of kiosks, software and related costs.

**Policy Impact:**

These actions do not suggest or imply a change in policy.

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

- 3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
- 6) Provide a well-managed transportation system
- 7) Continue to implement the Flagstaff Regional Plan and focus efforts on specific plans

**Has There Been Previous Council Decision on This:**

In January of 2016, the City Council adopted a Comprehensive Parking Management Plan and established several policies with regard to parking and parking management. All actions herein are based on those policies.

**Options and Alternatives:**

Instead the presented actions, the City council could:

- 1. Choose not to purchase or lease parking and enforcement equipment (effectively, not implementing the Comprehensive Parking Management Plan).
- 2. Direct staff not to use the National Purchasing Contracts and to solicit bids for some or all of the parking and enforcement equipment.
- 3. Direct staff to present other vendor options.
- 4. Table actions on these items until the Capital Financing information is provided to the City Council for consideration.
- 5. Other options as determined by the City Council.

**Background/History:**

For brevity, relative background and other information is omitted herein and is provided in the two attached staff summaries. One was associated with the City Council's adoption of the Comprehensive Parking Management Plan by resolution. The other is associated with the City Council's adoption of an ordinance making certain changes to the Flagstaff City Code Title 9, TRANSPORTATION, Chapter 9-01, TRAFFIC

CODE. Current information can always be found here: <https://www.facebook.com/ParkFlag/>

**Key Considerations:**

The purchasing actions herein are for items being procured via National Purchasing Contracts, specifically the National Cooperative Purchasing Alliance (NCPA). NCPA is a leading national Government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. All NCPA contract are awarded based on a lead agency conducting a formal competitive Request For Proposals (RFP) process, extensive evaluation and scoring and award of contract. Not only does this reduce procurement time and expense, it yields known costs, and in this case, costs that are more favorable than preliminary quotes that were received as the concept plan was being developed.

Notably, when the City of Flagstaff last solicited for multi-space parking kiosks, Parkeon, Inc. was the

selected vendor. Prior to this final selection, other equipment and software vendors were contacted or contacted staff. Several presentations were heard and several options were considered. A specific option sought was a vendor that could provide both hardware and software.

Specific consideration was also given to the vendor that Northern Arizona University uses (not selected). There are several vendors that had the National Purchasing Contract option, several that could provide like equipment and services, and a few that could provide one vendor for both hardware and software. After careful review and consideration of the pros and cons of each possibility, the Parkeon, Inc./NuPark, Inc. (presented) solution was selected as the best fit.

Parkeon, Inc. has an ongoing relationship with NuPark, Inc. and the two systems (hardware and software) integrate very well. Other municipal customers of both Parkeon, Inc. and NuPark, Inc. were contacted providing positive references as to integration, performance, maintenance, longevity, overall satisfaction, and other factors relevant to purchasing the equipment and software for a complete parking management system. In spite of being separate hardware and software vendors, staff was convinced that their long history of integration would alleviate this typical concern. Together they have an impressive nation-wide portfolio.

If approved by the City Council, from Parkeon, Inc., the City of Flagstaff would purchase 106 multi-space kiosks (101 for installation and 5 for spares) as well as spare parts for repairs. The equipment purchase includes installation and operational training. The City would also subscribe to the database software from Parkeon, Inc. which links all of the kiosks and provides the e-permit mechanism, the online point-of-sale portal, the mobile payment app, and the web-based database access.

If approved by the City Council, from NuPark, Inc., the City of Flagstaff would purchase four sets of enforcement equipment - tablets, blue-tooth printers, and similar small supplies. The City would also subscribe to the enforcement software from NuPark, Inc., which uses the Parkeon, Inc. database and communicates with enforcement staff (via tablets) regarding purchased parking rights - whether purchased via the kiosks, online, the mobile app, or as any one of the several permit types. This software also links to the Municipal Court case tracking software and the Arizona Motor Vehicle Division database, and generates the boot list, mailed notices, and other services associated with parking enforcement.

The installation of the kiosks, as well as the purchase and installation of the regulatory signage (about 1,000 signs in about 500 locations), is being procured from KCS, Inc. (Kinney Construction) via a Job Order Contract. As such, this approximately \$400,000 contract will not be presented to the City Council for approval.

These purchases are being brought forward for City Council consideration at this time in order to accommodate a schedule that has the system fully live in May of 2017. May is an important time frame because it co-ordinates with winter and summer business seasons and the sessions of Northern Arizona University, including the university publications to students about the community and how students can be good neighbors. Among many other things, the schedule includes lead time on the purchases as well as time for physical installation, software integration, marketing and educational outreach, and only a thirty-day "soft start" period.

As presented at City Council Work Sessions in October, there remain several other lesser items for City Council consideration. These are not ready for presentation at this time but are expected to be before the City Council in December and January. A general listing of these items, with descriptions, can be found in the attached October 2016 Work Session Memo.

#### **Expanded Financial Considerations:**

At this time the Capital Financing is not being presented. This service was competitively bid and staff is in the process of finalizing this information for consideration by the City Council. This action is expected to be presented in December or January. With no action by the City Council, the necessary Capital Financing can be put in place sixty days after expenses are incurred, or with a City Council resolution, the Capital Financing can be put in place as much as a year later.

**Community Benefits and Considerations:**

See Background/History.

**Community Involvement:**

See Background/History.

The community involvement in the ongoing development of the plan has continued to be very extensive including open houses, neighborhood meetings, informational presentations to various groups, and one-on-one meetings. All materials, in draft form, have been continuously available via a Dropbox and access has been promoted by mailers, at outreach meetings, and via Facebook. These strategies have been less relevant to the matters of purchasing but indirectly the community opinions and concerns have shaped product selections and others aspects of purchasing. And, ParkFlag has been guided in all considerations by the Parking Steering Committee and by many City staff members - including most if not all City divisions.

Moving forward, and relevant to the schedule of "fully live in May", ongoing outreach - a broad marketing campaign - will include a ParkFlag website, social media, print advertising, posters and flyers, neighborhood meetings, informational presentations, door-to-door outreach, and publishing of a parking map.

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**Attachments:**     [NCPA RFP For Parking Meters](#)  
                          [Parkeon Proposal Response](#)  
                          [Parkeon Contract Renewal](#)  
                          [NCPA RFP For Parking Management System](#)  
                          [NuPark Proposal Response](#)  
                          [NuPark Award Letter](#)  
                          [Parkeon Cooperative Contract](#)  
                          [Nupark Cooperative Contract](#)  
                          [Resolution Staff Summary](#)  
                          [Ordinance Staff Summary](#)  
                          [Oct 2016 Work Session Memo](#)

# Request for Proposal (RFP) for Parking Meters, Single and Multi-Space

Solicitation Number: 07-15

Publication Date: Monday, March 30<sup>th</sup>, 2015

## Notice to Respondent:

**Submittal Deadline: Thursday, April 30<sup>th</sup>, 2015 at 2:00 PM CST**

Questions regarding this solicitation must be submitted to [questions@ncpa.us](mailto:questions@ncpa.us) no later than Thursday, April 23<sup>rd</sup>, 2015. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Parking Meters, Single and Multi-Space for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Parking Meters, Single and Multi-Space, respondents are encouraged to submit an offering on any or all products and services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

**Region 14 Education Service Center  
1850 Highway 351  
Abilene, Texas 79601**

Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided.



Competitive Solicitation by  
Region 14 Education Service Center

For

Parking Meters, Single and Multi-Space  
On behalf of itself and other Government Agencies

And made available through the  
National Cooperative Purchasing Alliance

RFP # 07-15

**NCPA**

**National Cooperative Purchasing Alliance**

# Introduction / Scope

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- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Parking Meters, Single and Multi-Space.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
  - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
  - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
  - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
  - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
  - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

# Instructions to Respondents

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## ◆ Submission of Response

- Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
- Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

## ◆ Required Proposal Format

- Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

## ◆ Binder Tabs

- Tab 1 – Signature Form
- Tab 2 – NCPA Administration Agreement
- Tab 3 – Vendor Questionnaire
- Tab 4 – Vendor Profile
- Tab 5 – Products and Services / Scope
- Tab 6 - References
- Tab 7 - Pricing
- Tab 8 – Value Added Products and Services
- Tab 9 – Required Documents

## ◆ Shipping Label

- The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packaged must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

From: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Solicitation Name and Number: \_\_\_\_\_  
Due Date and Time: \_\_\_\_\_

# Tab 1 – Master Agreement

## General Terms and Conditions

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- ◆ Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
  
- ◆ Assignment of Contract
  - No assignment of contract may be made without the prior written approval of Region 14 ESC. Purchase orders and payment can only be made to awarded vendor. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.
  
- ◆ Disclosures
  - Respondent affirms that he/she 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 this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
  
- ◆ Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 14 ESC and the vendor.
  
- ◆ Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
  - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
  
- ◆ Shipments (if applicable)
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
  
- ◆ Payments
  - The entity using the contract will make payments directly to the awarded vendor.
  
- ◆ Pricing
  - All pricing submitted to shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
  - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
  
- ◆ Warranty
  - Proposals should address each of the following:
    - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    - Availability of replacement parts
    - Life expectancy of equipment under normal use
    - Detailed information as to proposed return policy on all equipment
  
- ◆ Indemnity
  - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
  
- ◆ Franchise Tax
  - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
  
- ◆ Supplemental Agreements
  - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
  - Name, address and telephone number of protester
  - Original signature of protester or its representative
  - Identification of the solicitation by RFP number
  - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and

lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

# Process

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Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
  - The contract term will be for one (1) year starting from the date of the award. The contract may be renewed for up to four (4) additional one-year terms.
- ◆ Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$25-\$30 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation
- ◆ Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

- ◆ Formation of Contract
  - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
  - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
  - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
  - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

# Evaluation Criteria

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- ◆ Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
  
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.
  
- ◆ References (15 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
  
- ◆ Technology for Supporting the Program (10 points)
  - Electronic on-line catalog, order entry use by and suitability for the entity's needs
  - Quality of vendor's on-line resources for NCPA members.
  - Specifications and features offered by respondent's products and/or services
  
- ◆ Value Added Services Description, Products and/or Services (10 points)
  - Marketing and Training
  - Customer Service

# Signature Form

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The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name

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Address

---

City/State/Zip

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Telephone No.

---

Fax No.

---

Email address

---

Printed name

---

Position with company

---

Authorized signature

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# Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of \_\_\_\_\_, by and between National Cooperative Purchasing Alliance (“NCPA”) and \_\_\_\_\_ (“Vendor”).

## Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated \_\_\_\_\_, referenced as Contract Number \_\_\_\_\_, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Parking Meters, Single and Multi-Space;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

### ◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

**Total** \_\_\_\_\_

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<b>Annual Sales Through Contract</b>	<b>Administrative Fee</b>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

**National Cooperative Purchasing Alliance:**

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Vendor:**

\_\_\_\_\_

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

# Tab 3 – Vendor Questionnaire

---

Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

**50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Maryland       | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Massachusetts  | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Michigan       | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> Minnesota      | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> California           | <input type="checkbox"/> Mississippi    | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> Missouri       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> Montana        | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> Nebraska       | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada         | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> New Hampshire  | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> New Jersey     | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> New Mexico     |   |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> New York       |   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> North Carolina |   |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> North Dakota   |   |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> Ohio           |   |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Oklahoma       |   |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Oregon         |   |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Pennsylvania   |   |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Rhode Island   |   |

**All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

American Samoa

Northern Marina Islands

Federated States of Micronesia

Puerto Rico

Guam

U.S. Virgin Islands

Midway Islands

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

➤ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

• Respondent Certifies that this firm is a M/WBE

▪ **Historically Underutilized Business**

• Respondent Certifies that this firm is a HUB

◆ **Residency**

➤ Responding Company's principal place of business is in the city of \_\_\_\_\_,  
State of \_\_\_\_\_

◆ **Felony Conviction Notice**

➤ Please Check Applicable Box;

A publically held corporation; therefore, this reporting requirement is not applicable.

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony

➤ If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

➤ Which best describes your company's position in the distribution channel:

Manufacturer Direct  Certified education/government reseller

Authorized Distributor  Manufacturer marketing through reseller

Value-added reseller  Other: \_\_\_\_\_

◆ **Processing Information**

➤ Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

- Purchase Orders

Contact Person: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

- Sales and Marketing

Contact Person: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
  - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
    - Yes       No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
  - Yes       No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
  - Yes       No

- ◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

# Tab 4 – Vendor Profile

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Please provide the following information about your company:

- ◆ Company’s official registered name.
- ◆ Brief history of your company, including the year it was established.
- ◆ Company’s Dun & Bradstreet (D&B) number.
- ◆ Company’s organizational chart of those individuals that would be involved in the contract.
- ◆ Corporate office location.
  - List the number of sales and services offices for states being bid in solicitation.
  - List the names of key contacts at each with title, address, phone and e-mail address.
- ◆ Define your standard terms of payment.
- ◆ Who is your competition in the marketplace?
- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
  - Cities / Counties
  - K-12
  - Higher Education
  - Other government agencies or nonprofit organizations
- ◆ What differentiates your company from competitors?
- ◆ Describe how your company will market this contract if awarded.
- ◆ Describe how you intend to introduce NCPA to your company.
- ◆ Describe your firm’s capabilities and functionality of your on-line catalog / ordering website.
- ◆ Describe your company’s Customer Service Department (hours of operation, number of service centers, etc.)
- ◆ Green Initiatives
  - As our business grows, we want to make sure we minimize our impact on the Earth’s climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste,

energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

◆ Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

## Tab 5 – Products and Services

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- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ The following is a list of suggested (but not limited to) Parking Meters, Single and Multi-Space categories. List all categories along with manufacturer that you are responding with:
  - **Meter Mechanisms**
  - **Meter Management Systems**
  - **Meter Accessories**
  - **Multi-Space Meters and Systems**
  - **Parking Enforcement Products**
  - **Vehicle Sensing Solutions**
  - **Handheld Enforcement Computers, all varieties including printers**
  - **Enforcement System Software**
  - **Paper Stock for Citations**
  - **Accessories For Enforcement Devices**
  - **Miscellaneous Related Equipment And Services For Integration And Development Work**

## Tab 6 – References

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- ◆ Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.
  
- ◆ All references should include the following information from the entity:
  - Entity Name
  - Contact Name and Title
  - City and State
  - Phone
  - Years Serviced
  - Description of Services
  - Annual Volume

## Tab 7 – Pricing

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- ◆ Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item. If any on-going fees apply, please include them in your proposal.
  
- ◆ Price lists must contain the following:
  - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
  - Description
  - Vendor's List Price
  - Percent Discount to NCPA participating entities
  
- ◆ Submit price list electronically on CD, DVD, or Flash Drive. Include respondents name, name of solicitation, and date on media of choice.
  
- ◆ Not To Exceed Pricing
  - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
  - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
  - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

## Tab 8 – Value Added Products and Services

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- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

## Tab 9 – Required Documents

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- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ ARRA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

## **Clean Air and Water Act & Debarment Notice**

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor

---

Print Name

---

Address

---

City, State, Zip

---

Authorized signature

---

Date

---

# **Contractor Requirements**

## **Contractor Certification Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

### **Fingerprint & Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

### **Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature \_\_\_\_\_

Date \_\_\_\_\_

## **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name

---

Address

---

City/State/Zip

---

Telephone No.

---

Fax No.

---

Email address

---

Printed name

---

Position with company

---

Authorized signature

---

## **ARRA Standard Terms and Conditions Addendum for Contracts and Grants**

If a contract or grant involves the use of funds from the federal American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("Recovery Act"), the following terms and conditions apply. As used in this Section, "Contractor/Grantee" means the contractor or grantee receiving Recovery Act funds under this agreement.

1. The Contractor/Grantee specifically agrees to comply with each of the terms and conditions contained herein.
2. Contractor/Grantee understands and acknowledges that the federal stimulus funding process is still evolving and that new requirements for Recovery Act compliance may still be forthcoming from federal government. Accordingly, Contractor/Grantee specifically agrees that both it and subcontractors/subgrantees will comply with all such requirements during the contract period.

### **AVAILABILITY OF FUNDING**

Contractor/Grantee agrees that programs supported with temporary federal funds made available from the Recovery Act may not be continued once the temporary federal funds are expended.

### **BUY AMERICA REQUIREMENT**

Contractor/Grantee agrees that pursuant to Section 1605 of Title XV of the Recovery Act, neither Contractor/Grantee or its subcontractors/subgrantees will use Recovery Act funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. This requirement shall be applied unless the use of alternative materials has been approved by a federal agency pursuant to Section 1605.

### **CONFLICTING REQUIREMENTS**

Contractor/Grantee agrees that, to the extent Recovery Act requirements conflict with the participating agencies requirements, the Recovery Act requirements shall control.

### **FALSE CLAIMS ACT**

Contractor/Grantee agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has submitted a claim under the federal False Claims Act, as amended, 31 U.S.C. §§3729-3733, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

Contractor/Grantee agrees that if Contractor/Grantee or one of its subcontractors/subgrantees fails to comply with all applicable federal and state requirements governing the use of Recovery Act funds, the participating agency may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to participating agency under all applicable state and federal laws.

### **INSPECTION OF RECORDS**

Contractor/Grantee agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the federal Inspector General Act of 1978, as amended, 5 U.S. App. §§3 and 8(g), or his representative to: (1) examine any records that directly pertain to, and involve

transactions relating to, this contract; and (2) interview any officer or employee of Contractor/Grantee or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the Recovery Act.

### **JOB POSTING REQUIREMENTS**

Section 1512 of the Recovery Act requires states receiving stimulus funds to report on jobs created and retained as a result of the stimulus funds. Contractors/Grantees who receive Recovery Act funded contracts are required to post jobs created and retained as a result of stimulus funds.

### **PROHIBITION ON USE OF RECOVERY ACT FUNDS**

Contractor/Grantee agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

### **REPORTING REQUIREMENTS**

Pursuant to Section 1512 of Title XV of the Recovery Act, entities receiving Recovery Act funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below. Accordingly, Contractor/Grantee agrees to provide the County with the following information in a timely manner:

- a. The total amount of Recovery Act funds received by Contractor/Grantee during the Reporting Period;
- b. The amount of Recovery Act funds that were expended or obligated during the Reporting Period;
- c. A detailed list of all projects or activities for which Recovery Act funds were expending or obligated, including:
  - i. the name of the project or activity;
  - ii. a description of the project or activity;
  - iii. an evaluation of the completion status of the project or activity; and
  - iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity;
- d. For any subcontracts or subgrants equal to or greater than \$25,000:
  - i. The name of the entity receiving the subaward;
  - ii. The amount of the subaward;
  - iii. The transaction type;
  - iv. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
  - v. Program source;
  - vi. An award title descriptive of the purpose of each funding action;
  - vii. The location of the entity receiving the subaward;
  - viii. The primary location of the subaward, including the city, state, congressional district and country; and
  - ix. A unique identifier of the entity receiving the sub-award and the parent entity of Contractor/Grantee, should the entity be owned by another.
  - x. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.
- e. For any subcontracts or subgrants of less than \$25,000 or to individuals, the information required in d may be reported in the aggregate and requires the certification of an authorized officer of Contractor/Grantee that the information contained in the report is accurate.
- f. Any other information reasonably requested by the County or required by state or federal law or regulation. Standard data elements and federal instructions for use in complying with reporting requirements under Section

1512 of the Recovery Act, are pending review by the federal government, and were published in the Federal Register, 74 Federal Register, 14824 (April 1, 2009), and are to be provided online at [www.FederalReporting.gov](http://www.FederalReporting.gov).

### **SEGREGATION OF FUNDS**

Contractor/Grantee agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the Recovery Act may be comingled with any other funds or used for a purpose other than that of making payments for costs specifically allowable under the Recovery Act.

Contractor/Grantee agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the Recovery Act.

### **WAGE REQUIREMENTS**

Contractor/Grantee agrees that, in accordance with Section 1606 of Title XVI of the Recovery Act, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the Recovery Act, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code

### **WHISTLEBLOWER PROTECTION**

Contractor/Grantee agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the Recovery Act, which prohibits all non-federal Contractor/Grantees of Recovery Act funds from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to Recovery Act funds; (2) a gross waste of Recovery Act funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Recovery Act funds; (4) an abuse of authority related to implementation or use of Recovery Act funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Recovery Act funds. In addition, Contractor/Grantee agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of the Recovery Act.

## **FEMA Standard Terms and Conditions Addendum for Contracts and Grants**

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
  - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
  - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
  - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
  - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
  - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
  - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
  - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agency's policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
  - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
    - 1) The copyright in any work developed under a grant or contract; and
    - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

# **Required Clauses for Federal Assistance provided by FTA**

## **ACCESS TO RECORDS AND REPORTS**

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).*

## **CIVIL RIGHTS / TITLE VI REQUIREMENTS**

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
  - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
  - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
  - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

*Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.*

### **DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

### **ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

### **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

### **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

## State Notice Addendum

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirement of said statutes:

Nationwide: [http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

Other States: Cities, Towns, Villages, and Boroughs

**No.**

**Cities, Towns, Villages and Boroughs in Oregon**

- 1 CEDAR MILL COMMUNITY LIBRARY
- 2 CITY COUNTY INSURANCE SERVICES
- 3 CITY OF ADAIR VILLAGE
- 4 CITY OF ALBANY
- 5 CITY OF ASHLAND
- 6 CITY OF ASTORIA OREGON
- 7 CITY OF AUMSVILLE
- 8 CITY OF AURORA
- 9 CITY OF BEAVERTON
- 10 CITY OF BOARDMAN
- 11 CITY OF BURNS
- 12 CITY OF CANBY
- 13 CITY OF CANNON BEACH OR
- 14 CITY OF CANYONVILLE
- 15 CITY OF CENTRAL POINT POLICE DEPARTMENT
- 16 CITY OF CLATSKANIE
- 17 CITY OF COBURG
- 18 CITY OF CONDON
- 19 CITY OF COOS BAY
- 20 CITY OF CORVALLIS
- 21 CITY OF COTTAGE GROVE
- 22 CITY OF CRESWELL
- 23 CITY OF DALLAS
- 24 CITY OF DAMASCUS
- 25 CITY OF DUNDEE
- 26 CITY OF EAGLE POINT
- 27 CITY OF ECHO
- 28 CITY OF ESTACADA
- 29 CITY OF EUGENE
- 30 CITY OF FAIRVIEW
- 31 CITY OF FALLS CITY
- 32 CITY OF GATES
- 33 CITY OF GEARHART
- 34 CITY OF GERVAIS
- 35 CITY OF GOLD HILL
- 36 CITY OF GRANTS PASS
- 37 CITY OF GRESHAM
- 38 CITY OF HAPPY VALLEY
- 39 CITY OF HILLSBORO
- 40 CITY OF HOOD RIVER
- 41 CITY OF JOHN DAY
- 42 CITY OF KLAMATH FALLS
- 43 CITY OF LA GRANDE
- 44 CITY OF LAKE OSWEGO
- 45 CITY OF LAKESIDE
- 46 CITY OF LEBANON
- 47 CITY OF MALIN
- 48 CITY OF MCMINNVILLE
- 49 CITY OF MEDFORD
- 50 CITY OF MILL CITY
- 51 CITY OF MILLERSBURG
- 52 CITY OF MILWAUKIE
- 53 CITY OF MORO

- 54 CITY OF MOSIER
- 55 CITY OF NEWBERG
- 56 CITY OF NORTH PLAINS
- 57 CITY OF OREGON CITY
- 58 CITY OF PHOENIX
- 59 CITY OF PILOT ROCK
- 60 CITY OF PORT ORFORD
- 61 CITY OF PORTLAND
- 62 CITY OF POWERS
- 63 CITY OF REDMOND
- 64 CITY OF REEDSPORT
- 65 CITY OF RIDDLE
- 66 CITY OF SALEM
- 67 CITY OF SANDY
- 68 CITY OF SANDY
- 69 CITY OF SCAPPOOSE
- 70 CITY OF SEASIDE
- 71 CITY OF SHADY COVE
- 72 CITY OF SHERWOOD
- 73 CITY OF SPRINGFIELD
- 74 CITY OF ST. PAUL
- 75 CITY OF STAYTON
- 76 CITY OF TIGARD, OREGON
- 77 CITY OF TUALATIN, OREGON
- 78 CITY OF WARRENTON
- 79 CITY OF WEST LINN/PARKS
- 80 CITY OF WILSONVILLE
- 81 CITY OF WINSTON
- 82 CITY OF WOOD VILLAGE
- 83 CITY OF WOODBURN
- 84 CITY OF YACHATS
- 85 FLORENCE AREA CHAMBER OF COMMERCE
- 86 GASTON RURAL FIRE DEPARTMENT
- 87 GLADSTONE POLICE DEPARTMENT
- 88 HOUSING AUTHORITY OF THE CITY OF SALEM
- 89 KEIZER POLICE DEPARTMENT
- 90 LEAGUE OF OREGON CITIES
- 91 MALIN COMMUNITY PARK AND RECREATION DISTRICT
- 92 METRO
- 93 MONMOUTH - INDEPENDENCE NETWORK
- 94 PORTLAND DEVELOPMENT COMMISSION
- 95 RAINIER POLICE DEPARTMENT
- 96 RIVERGROVE WATER DISTRICT
- 97 SUNSET EMPIRE PARK AND RECREATION
- 98 THE NEWPORT PARK AND RECREATION CENTER
- 99 TILLAMOOK PEOPLES UTILITY DISTRICT
- 100 TUALATIN VALLEY FIRE & RESCUE
- 101 WEST VALLEY HOUSING AUTHORITY

**No.**

**Counties and Parishes**

- 1 ASSOCIATION OF OREGON COUNTIES
- 2 BENTON COUNTY
- 3 CLACKAMAS COUNTY DEPT OF TRANSPORTATION
- 4 CLATSOP COUNTY
- 5 COLUMBIA COUNTY, OREGON
- 6 COOS COUNTY HIGHWAY DEPARTMENT
- 7 CROOK COUNTY ROAD DEPARTMENT

8	CURRY COUNTY OREGON	3	BAKER SCHOOL DISTRICT 5-J
9	DESCHUTES COUNTY	4	BANDON SCHOOL DISTRICT
10	DOUGLAS COUNTY	5	BANKS SCHOOL DISTRICT
11	GILLIAM COUNTY	6	BEAVERTON SCHOOL DISTRICT
12	GILLIAM COUNTY OREGON	7	BEND / LA PINE SCHOOL DISTRICT
13	GRANT COUNTY, OREGON	8	BEND-LA PINE SCHOOL DISTRICT
14	HARNEY COUNTY SHERIFFS OFFICE	9	BROOKING HARBOR SCHOOL DISTRICT NO.17-C
15	HOOD RIVER COUNTY	10	CANBY SCHOOL DISTRICT
16	HOUSING AUTHORITY OF CLACKAMAS COUNTY	11	CANYONVILLE CHRISTIAN ACADEMY
17	JACKSON COUNTY HEALTH AND HUMAN SERVICES	12	CASCADE SCHOOL DISTRICT
18	JEFFERSON COUNTY	13	CASCADES ACADEMY OF CENTRAL OREGON
19	KLAMATH COUNTY VETERANS SERVICE OFFICE	14	CENTENNIAL SCHOOL DISTRICT
20	LAKE COUNTY	15	CENTRAL CATHOLIC HIGH SCHOOL
21	LANE COUNTY	16	CENTRAL POINT SCHOOL DISTRICT NO. 6
22	LINCOLN COUNTY	17	CENTRAL SCHOOL DISTRICT 13J
23	LINN COUNTY	18	CLACKAMAS EDUCATION SERVICE DISTRICT
24	MARION COUNTY , SALEM, OREGON	19	COOS BAY SCHOOL DISTRICT
25	MORROW COUNTY	20	COOS BAY SCHOOL DISTRICT NO.9
26	MULTNOMAH COUNTY	21	COQUILLE SCHOOL DISTRICT 8
27	MULTNOMAH COUNTY	22	COUNTY OF YAMHILL SCHOOL DISTRICT 29
28	MULTNOMAH LAW LIBRARY	23	CRESWELL SCHOOL DISTRICT
29	NAMI LANE COUNTY	24	CROSSROADS CHRISTIAN SCHOOL
30	POLK COUNTY	25	CULVER SCHOOL DISTRICT NO.
31	SHERMAN COUNTY	26	DALLAS SCHOOL DISTRICT NO. 2
32	UMATILLA COUNTY, OREGON	27	DAVID DOUGLAS SCHOOL DISTRICT
33	UNION COUNTY	28	DAYTON SCHOOL DISTRICT NO.8
34	WALLOWA COUNTY	29	DE LA SALLE N CATHOLIC HS
35	WASCO COUNTY	30	DESCHUTES COUNTY SD NO.6 - SISTERS SD
36	WASHINGTON COUNTY	31	DOUGLAS COUNTY SCHOOL DISTRICT 116
37	YAMHILL COUNTY	32	DOUGLAS EDUCATION SERVICE DISTRICT
1	BOARD OF WATER SUPPLY	33	DUFUR SCHOOL DISTRICT NO.29
2	COUNTY OF HAWAII	34	ELKTON SCHOOL DISTRICT NO.34
3	MAUI COUNTY COUNCIL	35	ESTACADA SCHOOL DISTRICT NO.108
<b>No.</b>	<b>Higher Education</b>	36	FOREST GROVE SCHOOL DISTRICT
1	BIRTHINGWAY COLLEGE OF MIDWIFERY	37	GASTON SCHOOL DISTRICT 511J
2	BLUE MOUNTAIN COMMUNITY COLLEGE	38	GEN CONF OF SDA CHURCH WESTERN OR
3	CENTRAL OREGON COMMUNITY COLLEGE	39	GLADSTONE SCHOOL DISTRICT
4	CHEMEKETA COMMUNITY COLLEGE	40	GLENDALE SCHOOL DISTRICT
5	CLACKAMAS COMMUNITY COLLEGE	41	GLIDE SCHOOL DISTRICT NO.12
6	COLUMBIA GORGE COMMUNITY COLLEGE	42	GRANTS PASS SCHOOL DISTRICT 7
7	GEORGE FOX UNIVERSITY	43	GREATER ALBANY PUBLIC SCHOOL DISTRICT
8	KLAMATH COMMUNITY COLLEGE DISTRICT	44	GRESHAM-BARLOW SCHOOL DISTRICT
9	LANE COMMUNITY COLLEGE	45	HARNEY COUNTY SCHOOL DIST. NO.3
10	LEWIS AND CLARK COLLEGE	46	HARNEY EDUCATION SERVICE DISTRICT
11	LINFIELD COLLEGE	47	HEAD START OF LANE COUNTY
12	LINN-BENTON COMMUNITY COLLEGE	48	HERITAGE CHRISTIAN SCHOOL
13	MARYLHURST UNIVERSITY	49	HIGH DESERT EDUCATION SERVICE DISTRICT
14	MT. HOOD COMMUNITY COLLEGE	50	HOOD RIVER COUNTY SCHOOL DISTRICT
15	MULTNOMAH BIBLE COLLEGE	51	JACKSON CO SCHOOL DIST NO.9
16	NATIONAL COLLEGE OF NATURAL MEDICINE	52	JEFFERSON COUNTY SCHOOL DISTRICT 509-J
17	NORTHWEST CHRISTIAN COLLEGE	53	JEFFERSON SCHOOL DISTRICT
18	OREGON HEALTH AND SCIENCE UNIVERSITY	54	KLAMATH FALLS CITY SCHOOLS
19	OREGON UNIVERSITY SYSTEM	55	LA GRANDE SCHOOL DISTRICT
20	PACIFIC UNIVERSITY	56	LAKE OSWEGO SCHOOL DISTRICT 7J
21	PORTLAND COMMUNITY COLLEGE	57	LANE COUNTY SCHOOL DISTRICT 4J
22	PORTLAND STATE UNIV.	58	LANE COUNTY SCHOOL DISTRICT 69
23	REED COLLEGE	59	LEBANON COMMUNITY SCHOOLS NO.9
24	ROGUE COMMUNITY COLLEGE	60	LINCOLN COUNTY SCHOOL DISTRICT
25	SOUTHWESTERN OREGON COMMUNITY COLLEGE	61	LINN CO. SCHOOL DIST. 95C - SCIO SD
26	TILLAMOOK BAY COMMUNITY COLLEGE	62	LOST RIVER JR/SR HIGH SCHOOL
27	UMPQUA COMMUNITY COLLEGE	63	LOWELL SCHOOL DISTRICT NO.71
28	WESTERN STATES CHIROPRACTIC COLLEGE	64	MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
29	WILLAMETTE UNIVERSITY	65	MCMINNVILLE SCHOOL DISTRICT NO.40
1	ARGOSY UNIVERSITY	66	MEDFORD SCHOOL DISTRICT 549C
2	BRIGHAM YOUNG UNIVERSITY - HAWAII	67	MITCH CHARTER SCHOOL
3	COLLEGE OF THE MARSHALL ISLANDS	68	MOLALLA RIVER ACADEMY
4	RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII	69	MOLALLA RIVER SCHOOL DISTRICT NO.35
5	UNIVERSITY OF HAWAII AT MANOA	70	MONROE SCHOOL DISTRICT NO.1J
<b>No.</b>	<b>K - 12</b>	71	MORROW COUNTY SCHOOL DISTRICT
1	ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL	72	MT. ANGEL SCHOOL DISTRICT NO.91
2	BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD	73	MT.SCOTT LEARNING CENTERS
		74	MULTISENSORY LEARNING ACADEMY

75	MULTNOMAH EDUCATION SERVICE DISTRICT	16	BONNEVILLE ENVIRONMENTAL FOUNDATION
76	MYRTLE POINT SCHOOL DISTRICT NO.41	17	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
77	NEAH-KAH-NIE DISTRICT NO.56	18	BROAD BASE PROGRAMS INC.
78	NESTUCCA VALLEY SCHOOL DISTRICT NO.101	19	CANBY FOURSQUARE CHURCH
79	NOBEL LEARNING COMMUNITIES	20	CANCER CARE RESOURCES
80	NORTH BEND SCHOOL DISTRICT 13	21	CASCADIA BEHAVIORAL HEALTHCARE
81	NORTH CLACKAMAS SCHOOL DISTRICT	22	CASCADIA REGION GREEN BUILDING COUNCIL
82	NORTH SANTIAM SCHOOL DISTRICT 29J	23	CATHOLIC CHARITIES
83	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	24	CATHOLIC COMMUNITY SERVICES
84	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	25	CENTER FOR RESEARCH TO PRACTICE
85	NYSSA SCHOOL DISTRICT NO. 26	26	CENTRAL BIBLE CHURCH
86	ONTARIO MIDDLE SCHOOL	27	CENTRAL CITY CONCERN
87	OREGON TRAIL SCHOOL DISTRICT NO.46	28	CENTRAL DOUGLAS COUNTY FAMILY YMCA
88	OUR LADY OF THE LAKE SCHOOL	29	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
89	PHILOMATH SCHOOL DISTRICT	30	CHILDPEACE MONTESSORI
90	PHOENIX-TALENT SCHOOL DISTRICT NO.4	31	CITY BIBLE CHURCH
91	PORTLAND ADVENTIST ACADEMY	32	CLACKAMAS RIVER WATER
92	PORTLAND JEWISH ACADEMY	33	CLASSROOM LAW PROJECT
93	PORTLAND PUBLIC SCHOOLS	34	COAST REHABILITATION SERVICES
94	RAINIER SCHOOL DISTRICT	35	COLLEGE HOUSING NORTHWEST
95	REDMOND SCHOOL DISTRICT	36	COLUMBIA COMMUNITY MENTAL HEALTH
96	REEDSPORT SCHOOL DISTRICT	37	COMMUNITY ACTION ORGANIZATION
97	REYNOLDS SCHOOL DISTRICT	38	COMMUNITY ACTION TEAM, INC.
98	ROGUE RIVER SCHOOL DISTRICT NO.35	39	COMMUNITY CANCER CENTER
99	ROSEBURG PUBLIC SCHOOLS	40	COMMUNITY HEALTH CENTER, INC
100	SALEM-KEIZER PUBLIC SCHOOLS	41	COMMUNITY VETERINARY CENTER
101	SCAPPOOSE SCHOOL DISTRICT 1J	42	CONFEDERATED TRIBES OF GRAND RONDE
102	SEASIDE SCHOOL DISTRICT 10	43	CONSERVATION BIOLOGY INSTITUTE
103	SEVEN PEAKS SCHOOL	44	CONTEMPORARY CRAFTS MUSEUM AND GALLERY
104	SHERWOOD SCHOOL DISTRICT 88J	45	CORVALLIS MOUNTAIN RESCUE UNIT
105	SILVER FALLS SCHOOL DISTRICT	46	COVENANT CHRISTIAN HOOD RIVER
106	SIUSLAW SCHOOL DISTRICT	47	COVENANT RETIREMENT COMMUNITIES
107	SOUTH COAST EDUCATION SERVICE DISTRICT	48	DECISION SCIENCE RESEARCH INSTITUTE, INC.
108	SOUTH LANE SCHOOL DISTRICT 45J3	49	DELIGHT VALLEY CHURCH OF CHRIST
109	SOUTHERN OREGON EDUCATION SERVICE DISTRICT	50	DOGS FOR THE DEAF, INC.
110	SOUTHWEST CHARTER SCHOOL	51	DOUGLAS ELECTRIC COOPERATIVE, INC.
111	SPRINGFIELD SCHOOL DISTRICT NO.19	52	EAST HILL CHURCH
112	STANFIELD SCHOOL DISTRICT	53	EAST SIDE FOURSQUARE CHURCH
113	SWEET HOME SCHOOL DISTRICT NO.55	54	EAST WEST MINISTRIES INTERNATIONAL
114	THE CATLIN GABEL SCHOOL	55	EDUCATIONAL POLICY IMPROVEMENT CENTER
115	TIGARD-TUALATIN SCHOOL DISTRICT	56	ELMIRA CHURCH OF CHRIST
116	UMATILLA-MORROW ESD	57	EMERALD PUD
117	VERNONIA SCHOOL DISTRICT 47J	58	EMMAUS CHRISTIAN SCHOOL
118	WEST HILLS COMMUNITY CHURCH	59	EN AVANT, INC.
119	WEST LINN WILSONVILLE SCHOOL DISTRICT	60	ENTERPRISE FOR EMPLOYMENT AND EDUCATION
120	WHITEAKER MONTESSORI SCHOOL	61	EUGENE BALLET COMPANY
121	YONCALLA SCHOOL DISTRICT NO.32	62	EUGENE SYMPHONY ASSOCIATION, INC.
1	CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	63	EUGENE WATER & ELECTRIC BOARD
2	EMMANUAL LUTHERAN SCHOOL	64	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
3	HANAHAU`OLI SCHOOL	65	FAIR SHARE RESEARCH AND EDUCATION FUND
4	HAWAII TECHNOLOGY ACADEMY	66	FAITH CENTER
5	ISLAND SCHOOL	67	FAITHFUL SAVIOR MINISTRIES
6	KAMEHAMEHA SCHOOLS	68	FAMILIES FIRST OF GRANT COUNTY, INC.
7	KE KULA O S. M. KAMAKAU	69	FANCONI ANEMIA RESEARCH FUND INC.
8	MARYKNOLL SCHOOL	70	FARMWORKER HOUSING DEV CORP
9	PACIFIC BUDDHIST ACADEMY	71	FIRST CHURCH OF THE NAZARENE
<b>No.</b>	<b>Nonprofit &amp; Other</b>	72	FIRST UNITARIAN CHURCH
1	211INFO	73	FORD FAMILY FOUNDATION
2	ACUMENTRA HEALTH	74	FOUNDATIONS FOR A BETTER OREGON
3	ADDICTIONS RECOVERY CENTER, INC	75	FRIENDS OF THE CHILDREN
4	ALLFOURONE/CRESTVIEW CONFERENCE CTR.	76	GATEWAY TO COLLEGE NATIONAL NETWORK
5	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	77	GOAL ONE COALITION
6	ALZHEIMERS NETWORK OF OREGON	78	GOLD BEACH POLICE DEPARTMENT
7	ASHLAND COMMUNITY HOSPITAL	79	GOOD SHEPHERD COMMUNITIES
8	ATHENA LIBRARY FRIENDS ASSOCIATION	80	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
9	BARLOW YOUTH FOOTBALL	81	GRANT PARK CHURCH
10	BAY AREA FIRST STEP, INC.	82	GRANTS PASS MANAGEMENT SERVICES, DBA
11	BENTON HOSPICE SERVICE	83	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
12	BETHEL CHURCH OF GOD	84	HALFWAY HOUSE SERVICES, INC.
13	BIRCH COMMUNITY SERVICES, INC.	85	HEARING AND SPEECH INSTITUTE INC
14	BLACHLY LANE ELECTRIC COOPERATIVE	86	HELP NOW! ADVOCACY CENTER
15	BLIND ENTERPRISES OF OREGON	87	HIGHLAND HAVEN

88	HIGHLAND UNITED CHURCH OF CHRIST	160	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
89	HIV ALLIANCE, INC	161	PORT CITY DEVELOPMENT CENTER
90	HOUSING AUTHORITY OF LINCOLN COUNTY	162	PORTLAND ART MUSEUM
91	HOUSING AUTHORITY OF PORTLAND	163	PORTLAND BUSINESS ALLIANCE
92	HOUSING NORTHWEST	164	PORTLAND HABILITATION CENTER, INC.
93	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	165	PORTLAND SCHOOLS FOUNDATION
94	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	166	PORTLAND WOMENS CRISIS LINE
95	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	167	PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND
96	IRCO	168	PRINGLE CREEK SUSTAINABLE LIVING CENTER
97	JASPER MOUNTAIN	169	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
98	JUNIOR ACHIEVEMENT	170	QUADRIPEGICS UNITED AGAINST DEPENDENCY, INC.
99	KLAMATH HOUSING AUTHORITY	171	REBUILDING TOGETHER - PORTLAND INC.
100	LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	172	REGIONAL ARTS AND CULTURE COUNCIL
101	LA GRANDE UNITED METHODIST CHURCH	173	RELEVANT LIFE CHURCH
102	LANE ELECTRIC COOPERATIVE	174	RENEWABLE NORTHWEST PROJECT
103	LANE MEMORIAL BLOOD BANK	175	ROGUE FEDERAL CREDIT UNION
104	LANECO FEDERAL CREDIT UNION	176	ROSE VILLA, INC.
105	LAUREL HILL CENTER	177	SACRED HEART CATHOLIC DAUGHTERS
106	LIFEWORKS NW	178	SAIF CORPORATION
107	LIVING WAY FELLOWSHIP	179	SAINT ANDREW NATIVITY SCHOOL
108	LOAVES & FISHES CENTERS, INC.	180	SAINT CATHERINE OF SIENA CHURCH
109	LOCAL GOVERNMENT PERSONNEL INSTITUTE	181	SAINT JAMES CATHOLIC CHURCH
110	LOOKING GLASS YOUTH AND FAMILY SERVICES	182	SALEM ALLIANCE CHURCH
111	MACDONALD CENTER	183	SALEM ELECTRIC
112	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	184	SALMON-SAFE INC.
113	METRO HOME SAFETY REPAIR PROGRAM	185	SCIENCEWORKS
114	METROPOLITAN FAMILY SERVICE	186	SE WORKS
115	MID COLUMBIA COUNCIL OF GOVERNMENTS	187	SECURITY FIRST CHILD DEVELOPMENT CENTER
116	MID-COLUMBIA CENTER FOR LIVING	188	SELF ENHANCEMENT INC.
117	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	189	SERENITY LANE
118	MORNING STAR MISSIONARY BAPTIST CHURCH	190	SEXUAL ASSAULT RESOURCE CENTER
119	MORRISON CHILD AND FAMILY SERVICES	191	SEXUAL ASSAULT RESOURCE CENTER
120	MOSAIC CHURCH	192	SHELTERCARE
121	NATIONAL PSORIASIS FOUNDATION	193	SHERIDAN JAPANESE SCHOOL FOUNDATION
122	NATIONAL WILD TURKEY FEDERATION	194	SHERMAN DEVELOPMENT LEAGUE, INC.
123	NEW AVENUES FOR YOUTH INC	195	SILVERTON AREA COMMUNITY AID
124	NEW BEGINNINGS CHRISTIAN CENTER	196	SISKIYOU INITIATIVE
125	NEW HOPE COMMUNITY CHURCH	197	SMART
126	NEWBERG FRIENDS CHURCH	198	SOCIAL VENTURE PARTNERS PORTLAND
127	NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	199	SOUTH COAST HOSPICE, INC.
128	NORTHWEST FOOD PROCESSORS ASSOCIATION	200	SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
129	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	201	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
130	NORTHWEST REGIONAL EDUCATIONAL LABORATORY	202	SOUTHERN OREGON HUMANE SOCIETY
131	NORTHWEST YOUTH CORPS	203	SPARC ENTERPRISES
132	OCHIN	204	SPIRIT WIRELESS
133	OHSU FOUNDATION	205	SPONSORS, INC.
134	OLIVET BAPTIST CHURCH	206	SPOTLIGHT THEATRE OF PLEASANT HILL
135	OMNIMEDIX INSTITUTE	207	SPRINGFIELD UTILITY BOARD
136	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	208	ST VINCENT DE PAUL
137	OREGON BALLET THEATRE	209	ST. ANTHONY CHURCH
138	OREGON CITY CHURCH OF THE NAZARENE	210	ST. ANTHONY SCHOOL
139	OREGON COAST COMMUNITY ACTION	211	ST. MARYS OF MEDFORD, INC.
140	OREGON DEATH WITH DIGNITY	212	ST. VINCENT DEPAUL OF LANE COUNTY
141	OREGON DONOR PROGRAM	213	STAND FOR CHILDREN
142	OREGON EDUCATION ASSOCIATION	214	STAR OF HOPE ACTIVITY CENTER INC.
143	OREGON ENVIRONMENTAL COUNCIL	215	SUMMIT VIEW COVENANT CHURCH
144	OREGON MUSUEM OF SCIENCE AND INDUSTRY	216	SUNNYSIDE FOURSQUARE CHURCH
145	OREGON PROGRESS FORUM	217	SUNRISE ENTERPRISES
146	OREGON REPERTORY SINGERS	218	SUSTAINABLE NORTHWEST
147	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	219	TENAS ILLAHEE CHILDCARE CENTER
148	OREGON SUPPORTED LIVING PROGRAM	220	THE EARLY EDUCATION PROGRAM, INC.
149	OSLC COMMUNITY PROGRAMS	221	THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
150	OUTSIDE IN		
151	OUTSIDE IN	222	THE NEXT DOOR
152	PACIFIC CASCADE FEDERAL CREDIT UNION	223	THE OREGON COMMUNITY FOUNDATION
153	PACIFIC FISHERY MANAGEMENT COUNCIL	224	THE SALVATION ARMY - CASCADE DIVISION
154	PACIFIC INSTITUTES FOR RESEARCH	225	TILLAMOOK CNTY WOMENS CRISIS CENTER
155	PACIFIC STATES MARINE FISHERIES COMMISSION	226	TILLAMOOK ESTUARIES PARTNERSHIP
156	PARALYZED VETERANS OF AMERICA	227	TOUCHSTONE PARENT ORGANIZATION
157	PARTNERSHIPS IN COMMUNITY LIVING, INC.	228	TRAILS CLUB
158	PENDLETON ACADEMIES	229	TRAINING EMPLOYMENT CONSORTIUM
159	PENTAGON FEDERAL CREDIT UNION	230	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE

231 TRILLIUM FAMILY SERVICES, INC.  
 232 UMPQUA COMMUNITY DEVELOPMENT CORPORATION  
 233 UNION GOSPEL MISSION  
 234 UNITED CEREBRAL PALSY OF OR AND SW WA  
 235 UNITED WAY OF THE COLUMBIA WILLAMETTE  
 236 US CONFERENCE OF MENONNITE BRETHERN CHURCHES  
 237 US FISH AND WILDLIFE SERVICE  
 238 USAGENCIES CREDIT UNION  
 239 VERMONT HILLS FAMILY LIFE CENTER  
 240 VIRGINIA GARCIA MEMORIAL HEALTH CENTER  
 241 VOLUNTEERS OF AMERICA OREGON  
 242 WE CARE OREGON  
 243 WESTERN RIVERS CONSERVANCY  
 244 WESTERN STATES CENTER  
 245 WESTSIDE BAPTIST CHURCH  
 246 WILD SALMON CENTER  
 247 WILLAMETTE FAMILY  
 248 WILLAMETTE VIEW INC.  
 249 WOODBURN AREA CHAMBER OF COMMERCE  
 250 WORD OF LIFE COMMUNITY CHURCH  
 251 WORKSYSTEMS INC  
 252 YOUTH GUIDANCE ASSOC.  
 253 YWCA SALEM  
 1 ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA  
 2 ALOHACARE  
 3 AMERICAN LUNG ASSOCIATION  
 4 BISHOP MUSEUM  
 5 BUILDING INDUSTRY ASSOCIATION OF HAWAII  
 6 CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST  
 7 EAH, INC.  
 8 EASTER SEALS HAWAII  
 9 GOODWILL INDUSTRIES OF HAWAII, INC.  
 10 HABITAT FOR HUMANITY MAUI  
 11 HALE MAHAOLU  
 12 HAROLD K.L. CASTLE FOUNDATION  
 13 HAWAII AGRICULTURE RESEARCH CENTER  
 14 HAWAII EMPLOYERS COUNCIL  
 15 HAWAII FAMILY LAW CLINIC DBA ALA KUOLA  
 16 HONOLULU HABITAT FOR HUMANITY  
 17 IUPAT, DISTRICT COUNCIL 50  
 18 LANAKILA REHABILITATION CENTER INC.  
 19 LEEWARD HABITAT FOR HUMANITY  
 20 MAUI COUNTY FCU  
 21 MAUI ECONOMIC DEVELOPMENT BOARD  
 22 MAUI ECONOMIC OPPORTUNITY, INC.  
 23 MAUI FAMILY YMCA  
 24 NA HALE O MAUI  
 25 NA LEI ALOHA FOUNDATION  
 26 NETWORK ENTERPRISES, INC.  
 27 ORI ANUENUE HALE, INC.  
 28 PARTNERS IN DEVELOPMENT FOUNDATION  
 29 POLYNESIAN CULTURAL CENTER  
 30 PUNAHOU SCHOOL  
 31 ST. THERESA CHURCH  
 32 WAIANAE COMMUNITY OUTREACH  
 33 WAILUKU FEDERAL CREDIT UNION  
 34 YMCA OF HONOLULU

**No. Special/Independent Districts**

1 BAY AREA HOSPITAL DISTRICT  
 2 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
 3 CENTRAL OREGON IRRIGATION DISTRICT  
 4 CHEHALEM PARK AND RECREATION DISTRICT  
 5 CITY COUNTY INSURANCE SERVICES  
 6 CLEAN WATER SERVICES  
 7 COLUMBIA 911 COMMUNICATIONS DISTRICT  
 8 COLUMBIA RIVER PUD

9 DESCHUTES COUNTY RFPD NO.2  
 10 DESCHUTES PUBLIC LIBRARY SYSTEM  
 11 EAST MULTNOMAH SOIL AND WATER CONSERVANCY  
 12 GASTON RURAL FIRE DEPARTMENT  
 13 GLADSTONE POLICE DEPARTMENT  
 14 GLENDALE RURAL FIRE DISTRICT  
 15 HOODLAND FIRE DISTRICT NO.74  
 16 HOODLAND FIRE DISTRICT #74  
 17 HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY  
 18 KLAMATH COUNTY 9-1-1  
 19 LANE EDUCATION SERVICE DISTRICT  
 20 LANE TRANSIT DISTRICT  
 21 MALIN COMMUNITY PARK AND RECREATION DISTRICT  
 22 MARION COUNTY FIRE DISTRICT #1  
 23 METRO  
 24 METROPOLITAN EXPOSITION-RECREATION COMMISSION  
 25 MONMOUTH - INDEPENDENCE NETWORK  
 26 MULTONAH COUNTY DRAINAGE DISTRICT #1  
 27 NEAH KAH NIE WATER DISTRICT  
 28 NW POWER POOL  
 29 OAK LODGE WATER DISTRICT  
 30 OR INT'L PORT OF COOS BAY  
 31 PORT OF ST HELENS  
 32 PORT OF UMPQUA  
 33 REGIONAL AUTOMATED INFORMATION NETWORK  
 34 RIVERGROVE WATER DISTRICT  
 35 SALEM AREA MASS TRANSIT DISTRICT  
 36 SANDY FIRE DISTRICT NO. 72  
 37 SUNSET EMPIRE PARK AND RECREATION  
 38 THE NEWPORT PARK AND RECREATION CENTER  
 39 THE PORT OF PORTLAND  
 40 TILLAMOOK PEOPLES UTILITY DISTRICT  
 41 TUALATIN HILLS PARK AND RECREATION DISTRICT  
 42 TUALATIN VALLEY FIRE & RESCUE  
 43 TUALATIN VALLEY WATER DISTRICT  
 44 UNION SOIL & WATER CONSERVATION DISTRICT  
 45 WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT  
 46 WEST VALLEY HOUSING AUTHORITY  
 47 WILLAMALANE PARK AND RECREATION DISTRICT  
 48 YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

**No. State Agencies**

1 BOARD OF MEDICAL EXAMINERS  
 2 OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
 3 OFFICE OF THE STATE TREASURER  
 4 OREGON BOARD OF ARCHITECTS  
 5 OREGON CHILD DEVELOPMENT COALITION  
 6 OREGON DEPARTMENT OF EDUCATION  
 7 OREGON DEPARTMENT OF FORESTRY  
 8 OREGON DEPT OF TRANSPORTATION  
 9 OREGON DEPT. OF EDUCATION  
 10 OREGON LOTTERY  
 11 OREGON OFFICE OF ENERGY  
 12 OREGON STATE BOARD OF NURSING  
 13 OREGON STATE POLICE  
 14 OREGON TOURISM COMMISSION  
 15 OREGON TRAVEL INFORMATION COUNCIL  
 16 SANTIAM CANYON COMMUNICATION CENTER  
 17 SEIU LOCAL 503, OPEU  
 1 ADMIN. SERVICES OFFICE  
 2 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
 3 HAWAII HEALTH SYSTEMS CORPORATION  
 4 SOH- JUDICIARY CONTRACTS AND PURCH  
 5 STATE DEPARTMENT OF DEFENSE  
 6 STATE OF HAWAII  
 7 STATE OF HAWAII  
 8 STATE OF HAWAII, DEPT. OF EDUCATION

# Parkeon Response To NCPA



Competitive Solicitation by  
Region 14 Education Service Center  
For Parking Meters, Single and Multi-Space  
And made available through the NCPA

RFP #07-15  
Due Date: April 30, 2015



Parkeon Contact:  
Sean Renn  
Marketing Director  
856-234-8000 ext. 395  
srenn@parkeon.com



# Signature Form

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The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name Parkeon Inc  
Address 40 Twosome Drive Ste 7  
City/State/Zip Moorestown NJ 08057  
Telephone No. 856-234-8000  
Fax No. 856-234-7178  
Email address rkroes@parkeon.com  
Printed name Ronald Kroes  
Position with company CFO  
Authorized signature 

# Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of May 11, 2015, by and between National Cooperative Purchasing Alliance (“NCPA”) and Parkeon Inc (“Vendor”).

## Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated May 11, 2015, referenced as Contract Number 05-15, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Parking Meters, Single and Multi-Space;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

### ◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

**Total** \_\_\_\_\_

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<b>Annual Sales Through Contract</b>	<b>Administrative Fee</b>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

**National Cooperative Purchasing Alliance:**

Name: Matthew Mackel  
 Title: Director, Business Development  
 Address: PO Box 701273  
Houston, TX 77270  
 Signature:   
 Date: May 11, 2015

**Vendor:**

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

## Tab 3 – Vendor Questionnaire

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Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

**50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Maryland       | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Massachusetts  | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Michigan       | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> Minnesota      | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> California           | <input type="checkbox"/> Mississippi    | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> Missouri       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> Montana        | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> Nebraska       | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada         | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> New Hampshire  | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> New Jersey     | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> New Mexico     |   |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> New York       |   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> North Carolina |   |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> North Dakota   |   |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> Ohio           |   |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Oklahoma       |   |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Oregon         |   |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Pennsylvania   |   |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Rhode Island   |   |

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

- |   |  |
|---|--|
| <input type="checkbox"/> American Samoa                 | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico             |
| <input type="checkbox"/> Guam                           | <input type="checkbox"/> U.S. Virgin Islands     |
| <input type="checkbox"/> Midway Islands                 |  |

◆ Minority and Women Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
  - Minority / Women Business Enterprise
    - Respondent Certifies that this firm is a M/WBE
  - Historically Underutilized Business
    - Respondent Certifies that this firm is a HUB

◆ Residency

- Responding Company's principal place of business is in the city of Moorestown  
State of NS

◆ Felony Conviction Notice

- Please Check Applicable Box;
  - A publically held corporation; therefore, this reporting requirement is not applicable.
  - Is not owned or operated by anyone who has been convicted of a felony.
  - Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

◆ Distribution Channel

- Which best describes your company's position in the distribution channel:
  - Manufacturer Direct  Certified education/government reseller
  - Authorized Distributor  Manufacturer marketing through reseller
  - Value-added reseller  Other: \_\_\_\_\_

◆ Processing Information

- Provide company contact information for the following:
  - Sales Reports / Accounts Payable
    - Contact Person: Ronald Kroes
    - Title: Chief Financial Officer
    - Company: Parkeon Inc
    - Address: 40 Twosome Drive Ste 7
    - City: Moorestown State: NS Zip: 08057
    - Phone: 856-234-8000 Email: rkroes@parkeon.com

▪ Purchase Orders

Contact Person: Patricia Vazquez  
 Title: Customer Service Representative  
 Company: Parkeon Inc  
 Address: 40 Twosome Drive Ste 7  
 City: Moorestown State: NJ Zip: 08057  
 Phone: 856-234-8000 Email: pVazquez@parkeon.com

▪ Sales and Marketing

Contact Person: Sean Renn  
 Title: Marketing Director  
 Company: Parkeon Inc  
 Address: 40 Twosome Drive Ste 7  
 City: Moorestown State: NJ Zip: 08057  
 Phone: 856-234-8000 Email: Srenn@parkeon.com

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
  - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
    - Yes  No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
  - Yes  No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
  - Yes  No

◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
Metropolitan Area Planning Commission	Approx 40%	Feb 2016	TBD

## Tab 4–Vendor Profile

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Please provide the following information about your company:

- Company's official registered name.

**Parkeon, Inc.**

- Brief history of your company, including the year it was established.

Parkeon is a global leader in urban mobility, established in 1970. For the last 40 years, Parkeon has been in the business of supplying parking and transit systems around the globe. Our core expertise is in the areas of payment solutions – multi-space parking meters, mobile phone payment, ticket vending machines, fare collection devices and fare validation. Whether driving or taking public transportation, people around the world come into contact with Parkeon solutions every day. As cities become more congested and systems become more complex, Parkeon's focus is to utilize our expertise to make travel easier within communities.

The largest parking and transit organizations in the world rely on Parkeon systems. We supply the on-street parking meter systems to major cities that include New York City, Paris, Berlin, Madrid, Milan, Toronto, Abu Dhabi, and Mexico City. In public transit, we also serve clients such as New York City Transit, New Jersey Transit, SNCF (French national rail operator), Transport for London (all buses in London have a Parkeon device onboard), Transperth (Perth, Australia) and Go Transit (Toronto, Canada).

No other company has the experience of Parkeon in the manufacture, deployment, and support of parking and transit systems.

### **Parkeon By The #'s**

- **Systems in 55 countries**
- **Over 4,000 clients**
- **200,000 parking pay stations deployed**
- **85,000 transit ticketing devices deployed**
- **1,100 employees**

## On-Street Parking Experience

As the world leader in on-street parking solutions, Parkeon has the most experience of any multi-space parking management meter and system supplier in the business.

Parkeon first became involved in the multi-space parking control equipment business in 1970 and developed our first pay-and-display machine in 1974. Today, our customers benefit from the fact that we not only design, manufacture, and sell our own systems, but that we also install and provide technical support and education. Parkeon offers the full and comprehensive service.

Parkeon invests over \$10 Million per year in Multi-Space Meter Technology Research and Development, allowing us to fully support Clients' leading edge vision with lasting and advanced products. This investment shows itself in more than 195 patents that Parkeon has earned; including a number related to security and payment options for parking.

Globally, our systems control more than 3 million parking spaces in more than 3,500 cities and 55 countries. To date, we have sold in excess of 200,000 multi-space pay stations worldwide. We currently have an installed base that exceeds 27,000 units in North America alone, which control some 300,000 spaces in cities across the United States and Canada. This worldwide experience has allowed us to learn from an extremely varied client base, leading us to deploy more innovative systems and employ new parking management techniques.

Our major US deployments include:

Albuquerque, NM – 80 Pay Stations  
Atlanta, GA – 230 Pay Stations  
Austin, TX – 750 Pay Stations  
Boston, MA – 115 Pay Stations  
Coral Gables, FL – 84 Pay Stations  
Fort Worth, TX – 100 Pay Stations  
Hartford, CT – 250 Pay Stations  
Las Vegas, NV – 230 Pay Stations  
Memphis, TN – 135 Pay Stations  
Miami, FL – 600 Pay Stations  
New York, NY – 13,000 Pay Stations  
Oklahoma City – 175 Pay Stations  
Philadelphia, PA – 77 Pay Stations  
Sacramento, CA – 300 Pay Stations  
San Antonio, TX – 134 Pay Stations  
Seattle, WA – 2,200 Pay Stations  
Syracuse, NY – 275 Pay Stations  
Tacoma, WA – 160 Pay Stations  
Washington DC – 600 Pay Stations

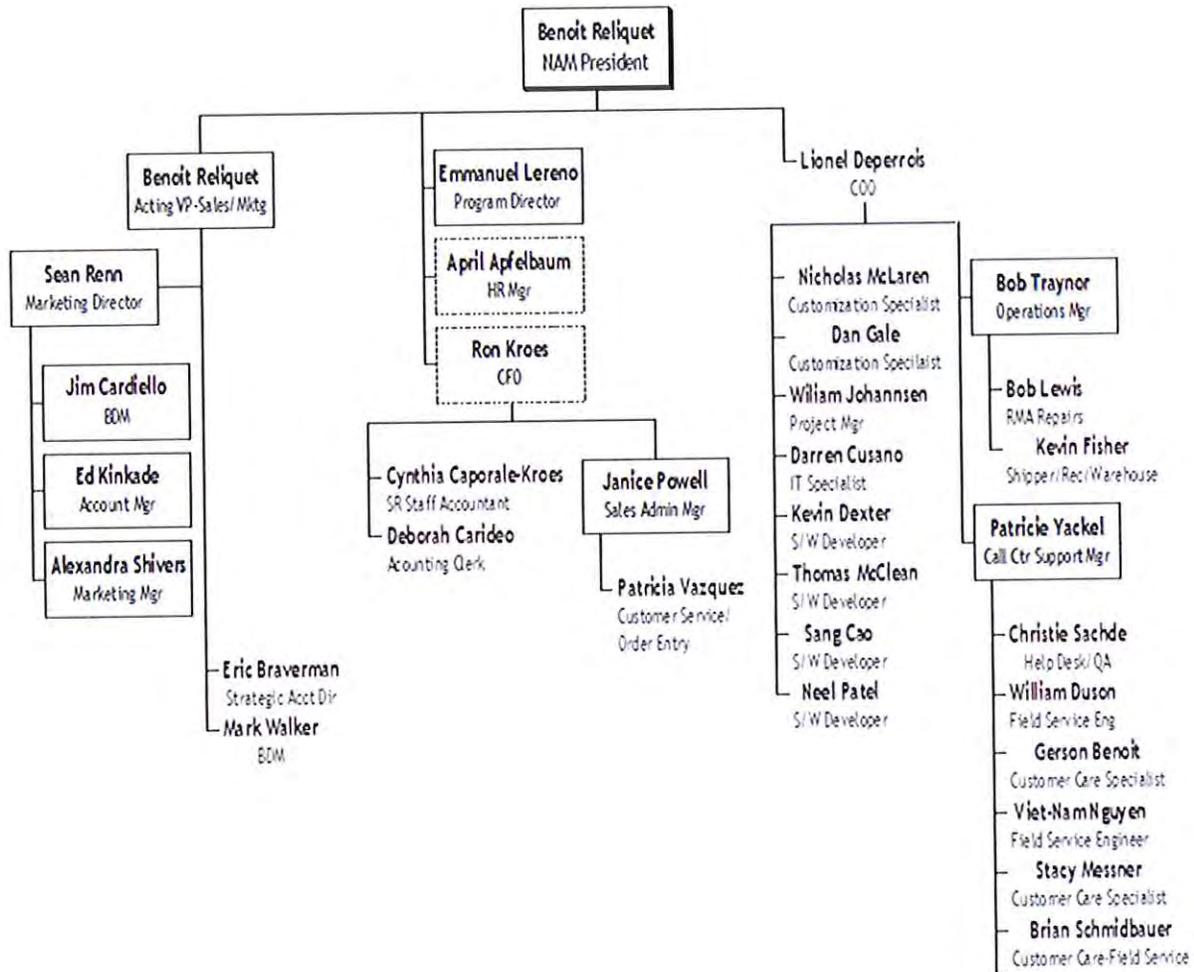


- Company's Dun & Bradstreet (D&B) number.

Parkeon's D&B number is 146588913.

- Company's organizational chart of those individuals that would be involved in the contract.

Please find below, Parkeon's company organizational chart.



- Corporate office location.
  - List the number of sales and services offices for states being bid in solicitation.

Parkeon's sales and service office is located at:

Parkeon, Inc.  
40 Twosome Drive, Ste 7  
Moorestown, NJ 08057

Parkeon has offices in 8 countries worldwide. Additionally we have a distribution network of 18 companies in the United States.

- List the names of key contacts at each with title, address, phone and e---mail address.

The key contact for this procurement is:

Sean Renn  
Marketing Director  
Parkeon, Inc.  
40 Twosome Drive, Ste 7  
Moorestown, NJ 08057  
856-234-8000 ext. 395  
[srenn@parkeon.com](mailto:srenn@parkeon.com)

- Define your standard terms of payment.

Our standard terms of payment is net 30.

- Who is your competition in the marketplace?

Parkeon's competition in the marketplace are multi-space parking meter suppliers and mobile parking payment system providers such as:

- Cale America
- Digital Payment Technologies
- Global Parking Solutions USA
- Hectronic
- IPS Group
- MacKay Meters
- MobileNow
- Pango
- Parkmobile
- Passport Parking
- Pay by Phone



- What differentiates your company from competitors?

**Here are Parkeon's key differentiators:**

- Parkeon is the true market leader in on-street parking system, with 40 years experience.
- We have the capability to support a varied client base – from one pay station in a parking lot to 13,000 pay stations on –street in New York City.
- Flexibility to offer new services to your customers and improve the economic health of the downtown or campus. Your parking meter can provide users a list of upcoming events in the City, information on area attractions, and coupons for local merchants.
- Friendlier pay station user interface with a 7" full color display screen that offers powerful graphical capabilities and animations to help the user move through their parking transaction quickly.
- True proven solar autonomy. Parkeon designs and builds its components to consume very little power, allowing you to place our pay stations in various climates and locations, even under trees or next to tall buildings.
- Integrated mobile payment solution, designed and maintained directly by Parkeon.
- Easy to use and flexible back-office parking management system allowing for dashboard reporting, powerful filtering, and ability to modify and download rates as needed.

- Describe how your company will market this contract if awarded.

**Parkeon will market the contract in various ways:**

- Through press releases and on our website
- Through 20 parking and transit events that we participate in annually
- Through our distribution network of 18 distribution and service partners

- Describe how you intend to introduce NCPA to your company.

**Parkeon will coordinate a webinar/conference call with our sales team and with our distribution partners to familiarize the commercial team with NCPA. Internally, the Marketing team will provide our sales administration team of the details of the cooperative agreement.**

- Describe your firm's capabilities and functionality of your on---line catalog/ordering website.

**Through a password protected customer portal called Smart Center, Parkeon clients can order spare parts for their Parkeon pay stations.**

- Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

**Parkeon's customer service department is located in Moorestown, NJ. Hours of operation are 8am-8pm EST, with optional 24/7 support available. Over 99% of calls to the help desk are resolved through the phone, without Parkeon needing to dispatch a technician onsite.**

**Parkeon will take all technical and commercially reasonable measures to provide a resolution within four (4) business hours of receipt of Customer's request for assistance.**

**Parkeon will escalate back office support requests to Level III if, within four (4) business hours, a resolution is not implemented.**

- Green Initiatives

- As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

A prime objective of Parkeon has always been to minimize the environmental impact of its meters from the initial design stage right through their delivery, daily operation, dismantling and recycling. From a manufacturing standpoint our goals are:

- Environmental impact during production,
- Energy consumption and environmental impact during use, and
- Environmental impact at the end of the product life cycle

Throughout the world, Parkeon implements the following practices in our local offices to reduce the environmental impacts of our operation.

## **LIGHTING**

All Parkeon staff whilst at work either on Parkeon premises or on customer premises are to ensure that the lighting they are using to work by, poses no nuisance to local residents or vehicle drivers. The normal lighting in the workplace should be sufficient to provide for a safe place of work. In the event of this not being the case, Parkeon staff are to advise their immediate management and have adequate additional lighting provided (this will be particularly relevant for field service/project work).

In the event of additional lighting being required it must conform to the following:

- Hand held/Head band mounted.
- Battery powered.
- Stated in the Work Instruction/Method Statement.
- Stated in the Risk Assessment.

Parkeon work activities (even with the inclusion of additional lighting sources) are not expected to have any adverse impact on the local lighting levels. Therefore are considered as being unlikely to cause a nuisance to the environment.

## **NOISE IN THE WORKPLACE**

It is accepted that the very nature of the work required to be carried out by Parkeon staff will generate noise. All Parkeon staff must ensure they do all possible to ensure the noise level is kept to a minimum.

Any noise generated by Parkeon work must not pose a nuisance to:

- Other Parkeon staff in the vicinity.
- Customer members of staff on site.
- Local residents.
- The general public.

Parkeon is committed to ensuring that the noise level that all staff and others affected by Parkeon staff at work are subjected to falls within statutory limits, or PPE is issued (as required). Parkeon will ensure this by conducting noise monitoring audits.

When working on site, it is the responsibility of Parkeon staff to liaise with the local customer management representatives and to work only in the areas designated, taking into account the amount of noise expected to be created and the nuisance level this noise is likely to reach.

Noise generating work must be avoided (as best as is practicable) anywhere on a site that is within 10 yards of a residential property.

All work carried out by Parkeon staff has been reviewed and a Risk Assessment has been produced for these tasks. At this time it is deemed that the general level of noise expected to be generated by Parkeon work does not warrant the provision of any noise related PPE. Other than specific power tools, where PPE is identified as being required in the relevant Risk Assessment.

## **AIR QUALITY**

It is envisaged that the only impact on air quality that Parkeon local offices will have is by the generation of vehicle exhaust fumes.

All project specific health and safety plans clearly instruct all Parkeon to only use the vehicles for arriving to and departing from customer sites to carry out authorized work. No vehicles are to be left running when not in motion and shortest, quickest routes are to be adopted (where practicable).

The use of COSHH related substances is restricted to minimal requirements and the bulk of the substances are solvent based cleaning materials. When such materials are being used they are in a well ventilated area where an excessive build up of fumes is unlikely. The amount of these substances used at any one time is deemed so minor that no impact is anticipated in local air quality standards.

All Parkeon staff are reminded that the very nature of the business of company customers dictates that in many instances the air quality at the customers premises may be at a low level. Whilst Parkeon staff have no direct control of this issue, they must ensure that they go outside at regular intervals for short periods to breathe fresh, cleaner air.

## **CONTROL OF SUBSTANCES HAZARDOUS TO HEALTH**

All COSHH related substances used at work by Parkeon staff must be the subject of a COSHH assessment PRIOR to the substance being considered safe to use.

The substance must have a Risk Assessment carried out and must be detailed for use in the relevant work instruction/method statement or health and safety plan. If no risk assessment exists or the substance is not included in the relevant documentation, then it CAN NOT be used.

Of the COSHH related substances that have received risk assessments and are included in the relevant health and safety plans, many have a requirement for the use of PPE to be adopted when using the substance. PPE is provided by the company free of charge and all local managers are to ensure that all staff have the required PPE and it is in a serviceable condition.

Parkeon is committed to complying fully with all requirements of the RoHS Directives and Regulations.

Parkeon has a detailed Risk Assessment and the Manufacturers Data Sheet available for all COSHH related substances used. Whilst it is envisaged that in the event of spillage, the impact on the environment would be negligible (due to the small quantities), never the less, within the documentation there is all necessary precautions and procedures to be adopted in the event of a spillage.

## **DISPOSAL OF WASTE**

Parkeon has a legal responsibility to ensure that all waste material generated through company business is disposed of in a safe and practical manner.

All Parkeon staff are to be aware that waste can only be disposed of in a specific way, dependant on the matter.

Normal waste would be that generated every day and disposed of by throwing it in the bin outside the office. The local authority or private contractor will come along and empty the bin.

When disposing of this type of waste material all Parkeon staff are to ensure all of the waste product is placed securely in the bin and is not left in a position that it could blow out in a strong wind, or be stored in such a way that it might become a fire risk.

This waste would be the scrap paper generated during the working day, drinks cups, damaged cardboard cartons, etc. Due to the commercial sensitivity of the printed paper within Parkeon, once this paper has been re-used as scrap note paper it will be shredded and then be disposed of in the normal manner, rather than be provided for any paper recycling schemes.

Occasionally Parkeon premises might carry out recycling schemes for other waste products such as:

- Printer/copier cartridges.
- Mobile phones.

-

Special waste would include the following:

- Batteries.
- Scrap PCBs.
- Cleaning Fluids.
- Toner cartridges.

(Although this list is by no means exhaustive).

This waste must only be disposed of through a specific licensed waste disposal operator and a certificate of disposal must be obtained once the operator has removed the waste material. Due to the nature of this waste material and the disposal methods, it is vital that "ordinary waste" is not mixed with this waste.

Parkeon currently utilises the re-cycling and re-filling of toner cartridges and at the end

of a cartridge's life have chosen to dispose of them via a charity re-cycling scheme.

Where applicable, all Parkeon locations are registered with the Environmental Agency as producers of hazardous waste.

Parkeon is committed to complying fully with all requirements of the WEEE Directives and Regulations.

When working on customer sites, Parkeon staff are to remove all waste material from the site and dispose of it upon their return to Parkeon offices. In the event that the site will allow waste to be disposed of using local facilities, only "ordinary waste or re-cycleable waste" can be disposed of. All special waste must be returned to Parkeon premises for correct formal disposal.

## **STORAGE**

All material and equipment must be stored in a safe and sensible manner.

All COSHH related substances must be kept with the tops/lids tightly secured and in a safe place so as not to be accessed by unauthorized users.

All fluids must be stored in satisfactory fireproof cabinets (as required).

All materials must be handled in such a way as to pose no threat to the environment or people in the vicinity.

All Parkeon staff will use the cardboard cartons as often as possible until they are deemed no longer safe to use. Once these cartons have been used to destruction, they will be disposed of in the normal manner.

## **ENERGY CONSUMPTION**

Parkeon acknowledges that the company is not an excessive user of energy resources, but does take in to consideration the wise use of energy in the following areas:

- Avoiding unnecessary lighting being left switched on, after safety and security measures have been taken in to consideration.
- The sensible balance of the use of resources such as central heating and air conditioning in offices to avoid unnecessary wastage.

Parkeon has a requirement that all Company provided vehicles meet stringent criteria regarding CO<sup>2</sup> emissions.

Where practicable Parkeon will make use of public transport in preference of motor vehicles.

- Vendor Certifications (if applicable)
  - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing

respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

**Parkeon has licenses to do business in many cities/states around the country. These licenses are available upon request.**

## Tab 5 – Products and Services

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- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ The following is a list of suggested (but not limited to) Parking Meters, Single and Multi-Space categories. List all categories along with manufacturer that you are responding with:
  - **Meter Mechanisms**
  - **Meter Management Systems**
  - **Meter Accessories**
  - **Multi-Space Meters and Systems**
  - **Parking Enforcement Products**
  - **Vehicle Sensing Solutions**
  - **Handheld Enforcement Computers, all varieties including printers**
  - **Enforcement System Software**
  - **Paper Stock for Citations**
  - **Accessories For Enforcement Devices**
  - **Miscellaneous Related Equipment And Services For Integration And Development Work**

Parkeon is proposing the following products and services as part of our response. These products and services will be provided directly from Parkeon.

- Meter Management System
- Meter Accessories
- Multi-Space Meters and Systems
- Mobile Parking Payment System

General information about our products and services provided are enclosed in this section.

## ***Strada Pay Station*** **Equipment Features**

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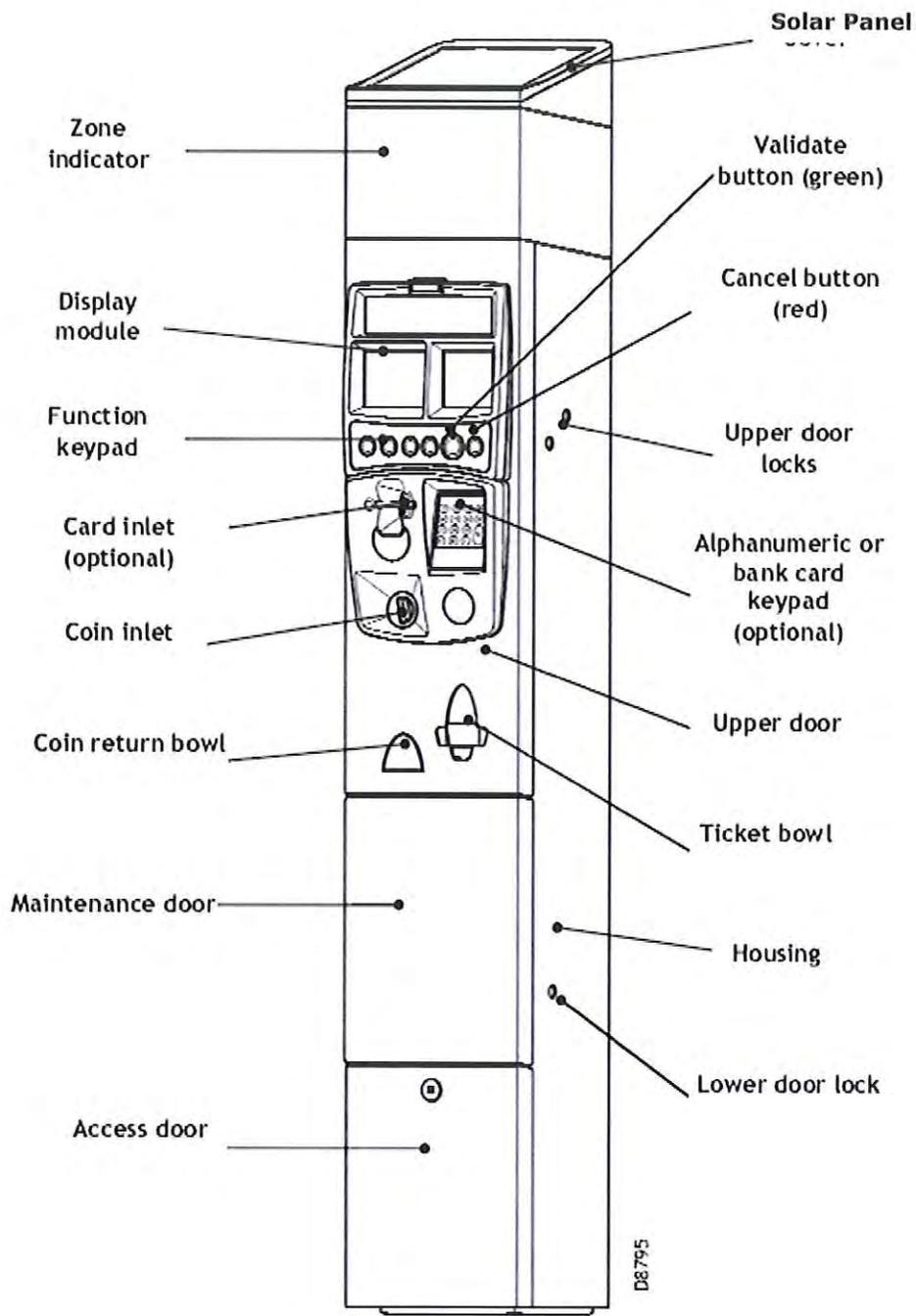
The Strada model is Parkeon's seventh generation pay station. It reflects our core commitment to innovative engineering, superior manufacturing, outstanding solar autonomy, and powerful software programming.

### **Key Strada Features:**

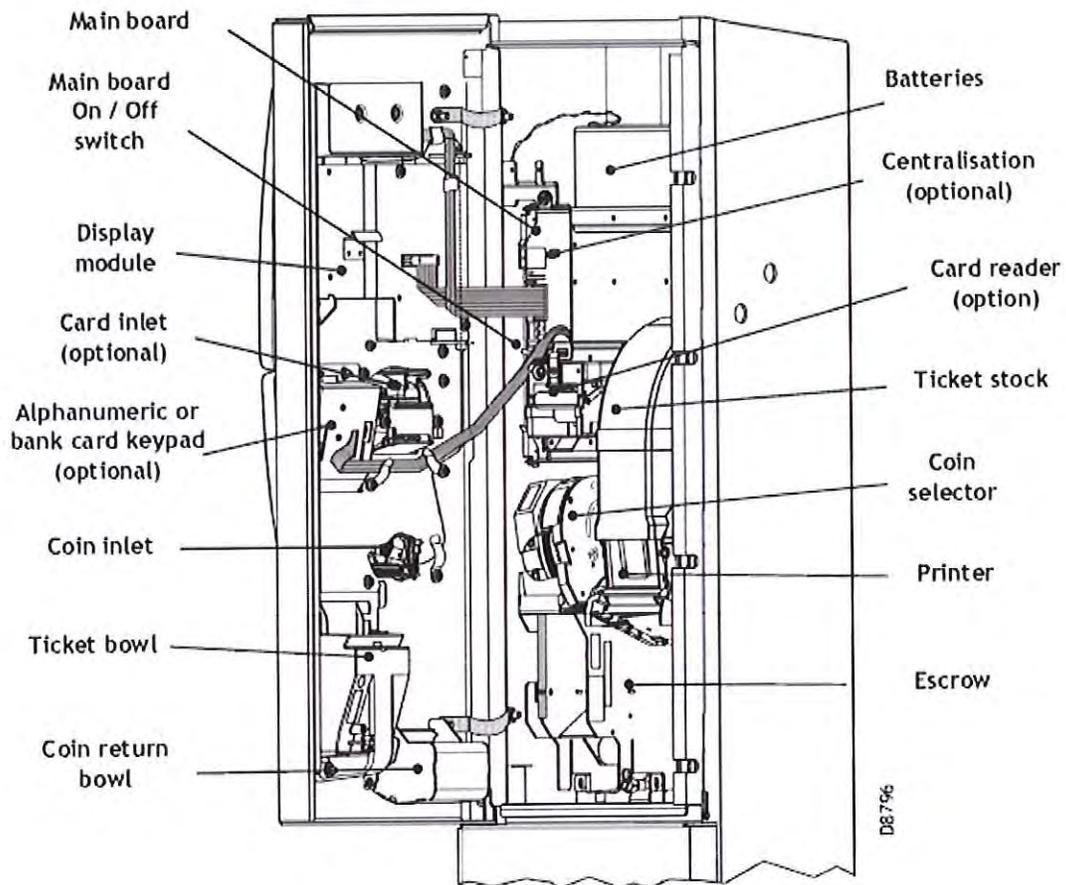
- **Can work in Pay by Space, Pay & Display, or Pay-by-Plate Modes**
- **Using advanced solar technology, our integrated solar panels provide an average on-street battery life of 3 years**
- **Proven to function on solar power in extreme climates**
- **ISO 9001 Certification**
- **Large graphical display allows for a minimum of 6 lines of text and logos**
- **Sturdy, secure engineering with special anti-vandalism, anti-theft, and anti-fraud systems deployed**
- **Coin and bill vaults are separate from maintenance compartment**
- **Large coin vault capacity (up to \$800 in quarters)**
- **"Plug and run" component design; easy to maintain**
- **Ability to print tickets on either standard receipt paper or on "sticky-back" paper stock**
- **Accepts remotely changed parking rates**
- **PCI Level 1 Certified On-Line Real-Time Credit Card Authorization**



## Strada Diagrams



Outside view



Inside view of the housing with the upper door open

## Compatibility With City's Streetscape

Parkeon meters are designed to blend beautifully into your City's streetscape. We have over 150,000 multi-space meters installed around the world, including picturesque cities big – Rome, Madrid, Seattle, London – and small – Savannah, GA, Aspen, CO and New Hope, PA.

The Strada meter has a very modest on-street footprint, just 11.4" wide x 10.8" deep x 62" high. And that includes a seamlessly integrated solar panel in the top that will power the meter for 3+ years before you will need to replace its 100% recyclable battery.



## Size and Weight

Size: 11.4" wide x 10.8" deep x 62" high

Weight: 198 lbs

## User Interface

Strada has been carefully designed to best facilitate the end user experience and with menu driven operation:

- User friendly interface with a wide graphic screen.
- The transaction is guided by a combination of text and icons
- Up to 6 lines text
- Fees displayed on screen freeing up space on label for other information
- Specific downloadable screen for ease of selection and conveying information

The button layout of the Strada makes it a very ergonomically friendly pay station with optimum organization of buttons for quick and easy understanding. Strada is equipped with a capacitive keypad featuring soft keys and audible indication. The keypad allows for an easy switch between parking configurations without having to replace the actual hardware.



The payment area is clearly identified with coin and card inlets. Coin return and ticket issuing area in translucent flaps in a color that repeats the one of the corresponding buttons, green flap for ticket issuing after validation and red flap for coin return if red cancel button is pushed.

The standard Strada pay station features a large 4" x 2.75 graphical display screen and ample space for printed graphics. These graphics are inserted on the inside of the maintenance door and require no tools or disassembly of parts to install.

The large display lets you incorporate up to 6 lines of text and cities logo(s). The meter display provides user instructions such as "Enter Space Number" or "Begin Payment With Cash Or Credit Card." The unit also has the capability to display a message when a card is inserted improperly or when the machine is out of order. In addition, a "coin only" message can be displayed if the card slot is inoperable, and conversely a "card only" message can be displayed if the coin slot is inoperable. If the coin reader and card reader are disabled the machine will display an "out of order" message.

The pay stations also have the capability to display a message that says "payment is not necessary" when it is outside of the enforcement period and/or during holidays. In addition, the pay stations can be programmed to not allow payment during these same times. Messages such as "Happy Holidays" can also be remotely downloaded.

Strada can also be equipped with a 7" full color screen offering an even better overall user experience. The color screen takes the Strada from being a parking machine to a multi-services kiosk. Maps, event listings, important messages, advertising, and coupons can all be managed on the Strada with this type of display.



The Strada can be equipped with zone indicators that make it easy to mark meters in specific zones as having different rate structures. For instance, all meters in the Yellow Zone are \$1.00 per hour, while all meters in the Green Zone are \$1.25 per hour.

Zone indicators can also be used to increase the instructional graphics area.

We offer zone indicators in various colors and sizes, and they snap together, allowing for even more customization.



**Strada with zone indicator**

## Housing

The Strada is manufactured using 11-gauge steel, with the collection vault door constructed of manganese steel plates. The Strada's housing has internal hinges with anti-wrenching elements. There is no hinge attack point, or pins to cut or pry off the machine

Like other sophisticated devices where security and corrosion are a concern, our advanced use of a variety of materials reduces weight, enhances weather resistance, and reduces vandalism from strikes and graffiti, thus providing greater overall durability.

The 4-point locking system ensures that only the appropriate personnel have access to the maintenance area. The collection area is separate from the maintenance area and is protected by either an electronic locking system or a 3-point mechanical locking system. Extra manganese steel collection door plating provides ultimate security from vandalism or theft to the vault. Angled steel plates within the collection vault provide shielding and prevent drilling.

The Strada features ergonomically designed aperture openings for the insertion of payment, coins or cards, coin return and receipt dispenser. All have high impact polycarbonate covers or direct access through the steel door. Each aperture is designed to render vandalism to an absolute minimum. The coin entry slot is protected by a metallic sensor shutter that opens only for coins that meet sufficient metallic content standards.

The card reader is designed for insertion of the card, allowing the client to maintain control of the card at all times. The coin return cup is protected by a moveable cover.

This keeps foreign objects out, yet provides access to returned coins. The receipt cover is see through to allow clients to visually see the receipt has been issued yet designed that the receipt drops internally from above eliminating any opportunity to jam the mechanism and protecting it from inclement weather conditions.

### **Coating**

All external painted surfaces feature an epoxy powder-coat paint that is coated in a liquid polyurethane varnish with anti-UV and anti-graffiti/poster glue properties. The coating process consists of Cataphoresis, Adhesive powder, powder paint and powder varnish. This process offers resistance to corrosion according to Norm NFX 41-002 (resistance to salt spray and saline fog) and specified at 1,200 hours with REO. In addition, the unit conforms to Norm IEC 68-2-11 (saline fog). Testing to validate compliance has been carried out in a CESI approved laboratory. The seals on the unit meet an IP33 protection level, based on the European norm, EN 60529.

### **Weather Resistance**

The Strada sets the industry standard for high resistance to weather including water, snow, ice and dust penetration to the internal areas. All openings are either shuttered or angled to deflect penetrating moisture and dust. The design of the interlocking cabinetry acts as a channel to again capture and deflect moisture and dust maintaining the system integrity and reliability. The Strada maintains an operational temperature range of -22 F to 131 F and at 97% RH (Non-condensing humidity).

Strada models are by design weather resistant and have a graffiti resistant coating. The edges of the housing have a rolled finish so edges are not exposed to the elements but are located inside the housing to protect against corrosion. The unit is coated and painted to provide the best possible durability against the elements, potential graffiti and vandalism. The paint process has been refined and improved as a result of our years of experience, worldwide installations with every climatic condition and improvements in paint and coating technologies. Today, our products last an average of ten years without need for repainting services.

All main components are located inside the housing, allowing for maintenance activity during inclement weather. This is in contrast to machines where components are mounted on the inside of the maintenance door and are exposed to rain and snow when the maintenance door is opened.

## Tests For Weather and Vandalism

The following are weather and vandalism tests passed by the Strada:

### Climatic Compliance Tests

Test Reference	Description	Level
NF EN 60068-2-1 (2007)	Environmental testing - Part 2: Tests. Tests A: Cold	Resistance to temperature of -13°F Duration 16 hours
NF EN 60068-2-2 (2007)	Environmental testing - Part 2: Tests. Tests B: Dry heat	Resistance to temperature of +131°F; Duration 16 hours
EN 60068-2-30 (2005)	Environmental testing - Part 2: Tests. Test Db and guidance: Damp heat, cyclic (12 + 12-hour cycle)	Temperature of + 122°F and relative humidity of 97%
IEC 60068-2-5 (1999)	Environmental testing - Part 2: Tests. Test Sa: Simulated solar radiation at ground level	4 cycles of 24h (8h radiation/16h obscurity)

### Resistance to dust and rain

The Strada is protected against dust and rain ingress, with a rating equal to protection index IP 3.3 (in accordance with standard EN60529).

### Protection from Oxidation

All metallic parts of the machine (housing, cashbox, pedestal and mechanisms) are protected against corrosion. The terminal housing is corrosion resistant, in accordance with standard NFX 41-002 (salt spray frog resistance).

### Impact Resistance

The enclosure of the terminals offers impact resistance in accordance with the IK10 requirement of IEC 62262.

The coin vaults are also impact resistant with rating equal to protection IK 10.

### Resistance To Burglary

Meets EN 14450 standard for attack against tools.

## ADA Requirements

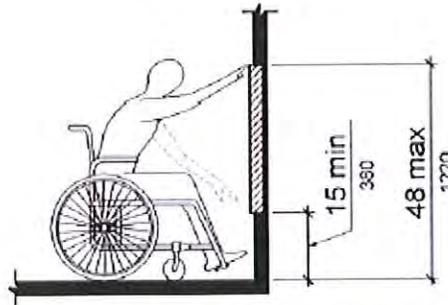
The Strada model has been mechanically designed to be a world-class ADA/DDA compliant meter. Parkeon undertook a project to analyze the most stringent Disabled/Disability requirements from the major countries and has built those into the current production model.

For U.S. requirements, this means all controls and client interface points are located at 48" or below. The user controls are designed to eliminate tight grasping, pinching, or twisting of the wrist.

### Per the ADA Federal Guidelines:

308.2 Forward Reach.

308.2.1 Unobstructed. Where a forward reach is unobstructed, the high forward reach shall be 48 inches (1220 mm) maximum and the low forward reach shall be 15 inches (380 mm) minimum above the finish floor or ground.



**Figure 308.2.1 Unobstructed Forward Reach**

## Power Supply

The standard Strada is powered by an integrated 5 watt solar panel within the top of the meter. Strada with color screen is powered by a 13 watt solar panel. The Strada runs with ambient light. Rain, snow, fog, and other adverse weather conditions do not pose a problem for its functionality. The solar panel re-charges a commercially available battery. All major components have been designed by Parkeon to consume the least amount of power. AC mains power is also an option where it is available.

Also, there is no need for special orientation toward the sun or for multiple batteries within the meter to support uninterrupted operation.



Changing the power source (battery) can be accomplished easily. The unit is also equipped with a back-up battery to sustain the clock, calendar and storage of all information concerning revenue, maintenance and unit transactions during a main back-up system failure or battery replacement.

The power consumption of the Strada is less than 3mA in standby mode. It has been our experience that the battery life exceeds three years without a “bench” recharge or replacement.

In the event that the threshold level on the buffer battery falls below a certain level a “green” warning indicator will flash on the face of the machine. The field technician can consult with the machine to determine the voltage reading on the battery. In addition, the machine will also automatically communicate the low battery condition to the server. Maintenance personnel are then able to access this information from Parkfolio. The machine will continue to fully operate in this mode.

In the event that the maintenance personnel do not change out the battery, and the battery fails, the indicator on the face of the machine will change to a “red” flashing light indicating that the machine is out of order. The change in the battery status will also be posted on myParkfolio.

### **Collection Compartment**

The Strada features separate, secure compartments for maintenance (upper) and collection compartments (lower). The unit is equipped with separate compartments and keys. The Strada features two distinct locking systems – a mechanical lock is standard for the upper compartment for maintenance activity and the lower compartment has an electronic lock system. Locks are high security type and are protected from weather, vandalism and drilling by a steel baffle plate. There is no access to the vault area for coins by maintenance personnel, and vice versa.

The lower (collection) housing features a lock that is uniquely keyed to each vault area. The Strada BNA utilizes a Mobile Coin Box type system where a full coin canister is replaced with an empty one. This method of collection lets you anticipate the weight of the coin canister since the weight is initially supported by the vault door during lift. The Strada coin vault holds up to \$600 in quarters.

At no time during the process does the collection personnel have access to the cash contents of the machine. A separate key is required to open the sealed coin vault. A coin vault cannot be removed and re-inserted without the internal locking mechanism being opened and reset via a high security specific lock and key. This precludes any ability for theft. The coin container is ergonomically equipped with a handle for easy handling.

The opening and closing of the bill cassette is controlled by a mechanism preventing collection personnel from opening the device after the monies have been collected. The cassette can be outfitted with an external seal. Collection staff have the option of collecting either coins, bills, or both.

The vault door of the Strada takes up very small sidewalk space and does not go all the way to the ground which is especially important when collecting during snowy conditions.

### **Locking Features**

The 4-point locking system ensures that only the appropriate personnel have access to the vault.

All locks associated with the Parkeon Strada solution are discreet and out of the public view.

All locks are protected from weather conditions through the superior design and engineering of the Strada housing. All internal components including all locks are corrosive resistant and do not require regular cleaning or maintenance.

All locks within the Strada unit exceed industry standards including all mechanical locks which are protected by a steel shutter plate to prevent drilling and insertion of foreign matter in an effort to vandalize the locks as well as an Electronic Lock that is a standard feature on the Strada Rapide model for the vault area. The Electronic Locking system vault assembly is locked in place with two stainless steel locking pistons and cannot be opened even under 2 tons of force.

All locks within the Strada unit are designed to ensure non-duplication unless otherwise authorized to do so by the City.

With the use of the electronic lock the city will have the flexibility to key alike some or all of the pay stations and have the ability to re-key a combination quickly and without additional costs in the event it is necessary to change the lock combination.

### **Internal Components**

The sub-assemblies of the meter are of a modular design to allow easy servicing through plug-in replacement parts. All electronic connections are of high quality and feature gold-plated terminals. The main board and internal components are environmentally sealed, highly water-resistant and are able to operate in conditions that exceed 97 percent humidity.

Every electronic component on the machine is coated to prevent operational failure and to ensure that the unit will stay fully operational within the specified temperature and relative humidity ranges.

Electrical connections between components/modules are accomplished with connectors. The machine has been designed so that the connectors for each component have a unique size and cable length preventing the deliberate or inadvertent connection of incompatible assemblies. Where feasible, wiring is held in position with clips.

The unit is designed around a 32 Bit Risc Processor. All memory is backed up with an exchangeable data module. There are a minimal number of sub-assemblies and therefore a reduced number of connectors, which is essential in improving reliability. Typically the equipment has the following sub-assemblies:

1. Main board
2. Coin selector
3. Bill acceptor
4. Electrical supply board
5. Printer
6. Card reader
7. Modem
8. Display

## **Printer**

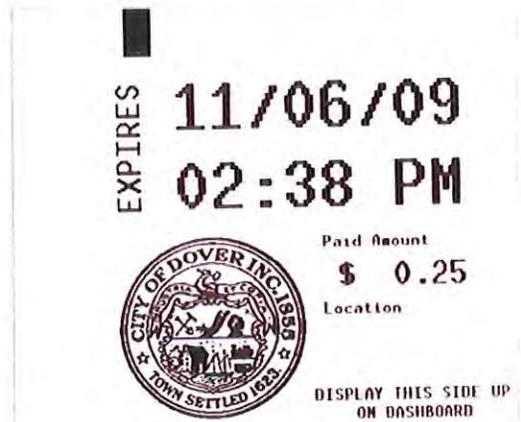
The Strada pay station is equipped with a thermal graphic printer built to provide constant printing quality (legibility) and minimal maintenance (accomplished through limited moving parts and ease in clearing the paper path).

The printer does not require servicing and the thermal head is self-cleaning. The printer assembly and thermal head can be changed easily, without the use of tools. The printer blade is self-sharpening and needs no servicing.

The printer is run by a microprocessor linked to the main board and has the capacity to print a receipt within two and one-half seconds. The text to be printed is also controlled by the main board. Printed text and graphics messages can be supplemented with pre-printed text and/or graphic designs. The printer is capable of printing variable-length and multi-part (perforated) receipts with various text messages. The font type and format is flexible as upper and lower case along with mixed fonts can be interspersed.

A continuous single roll of thermal printed-paper supplies the printer. A standard ticket roll stock has a capacity of 4,300 tickets. Pre-printed paper with black marking dots is utilized to allow the printer to adjust the thermal printing to the pre-printed text and/or graphics on the ticket stock. The markings on the ticket stock also provide the capability to print variable length messages. The printer can also print on “sticky-back” paper, which works great in a Pay & Display parking application. A “sticky-back” ticket roll has 3,000 tickets.

Paper is easily inserted into the printer by positioning the paper lead inside the plastic guide located on the front of the printer. The guide is directly accessible and visible to maintenance personnel.



**Sample Pay Station Ticket**

### **Customizable Tickets**

Tickets can be customized by contacting Parkeon customer service or by city staff using the Ticket Editor function in myParkfolio, Parkeon’s back-office system. You have the ability to change the ticket layout and information, add logos and other graphics, and add custom messages, and advertisements. The ticket becomes an additional form of communication. These changes are then ready to remotely download right to the pay stations.

The Strada Pay Station can utilize either standard tickets, “sticky-back” tickets, or two-part perforated tickets. “Sticky-back” tickets are especially useful in a Pay & Display application because they can be adhered to the inside of a motorist’s window or windshield, making enforcement very easy.

### **Modem**

Parkeon provides for 3G communications. myParkfolio, our back-office parking management software system, can communicate with these protocols simultaneously within the same city. We have successfully tested 802.11x protocol and, upon request to provide this for the city, will quote the necessary changes required.

## Display Unit and Messaging

The display used on the standard Strada is a full graphical display providing a 160x80 pixel area. This technology offers the possibility to display many different types of graphical messages, for instance, the city's logo or icons to help customer understand transactions and actions by the customer to the machine. This graphical display enables display of many languages, including languages that use signs or accentuated characters such as Chinese and Arabic.



Up to four (4) languages (English, French, German, Spanish and Italian are available), can be displayed the multi-language feature is utilized. A dedicated button on the face of the machine is used to change the language displayed during the transaction.

The window in front of the display is transparent polycarbonate and has near optical quality to ensure clear display and panel visibility without distortion or iridescence. The polycarbonate window is specified to stand up to UV radiation.

The display can be easily read under various daytime and nighttime lighting conditions.

The display can indicate the time of day (actual and end of parking time), increments of payment, total amount entered, amount left on a smart card, and expiration time/total time purchased. The display on the unit is set up to use a decimal format for dollar amounts (xxx.xx), an AM/PM time format (12AM/PM) and a U.S. style date format (MM/DD/YY).

The display is also able to accommodate several types of custom messages that are programmed and downloaded through the Parkfolio back office system or via a handheld device. These include welcome/greeting messages, failure messages, user messages associated with the yellow function button, messages associated with the insertion of money and cards into the machine and messages communicating the time frame when parking is not allowed.

The display unit can be used by maintenance personnel to determine the status of the pay station. The display unit is independent from the main board and mounted in such a way that it can be rotated and used while the door is open for maintenance activities. The display unit contains two LED lights, one green and one red, that flash when there is a warning or failure at the machine.

Warning and alarm codes can be viewed on the display by pressing specific buttons on the outside of the machine without opening the maintenance door. If maintenance staff need to fix a problem while at the machine, they can do that by opening the door and using the keypad to view the alarm, correct the condition and cancel the warning code.

The same error codes (warning and out of order conditions) are communicated via the communications system. The central server records the events by the date and time of occurrence. The systems works in the following ways:

The maintenance alarm feature transmits information regarding the status of each machine in real time. As an example, if the ticket roll is low or the coin box is nearing capacity on a machine, the network will post this condition to the Parkfolio back office system to advise the maintenance staff of the situation. Alarms of this type are indicated by a green indicator message displayed on the Parkfolio screen. Notification of these alarms is typically sent within 10 seconds of the incident.

Some of the critical alarms are as follows:

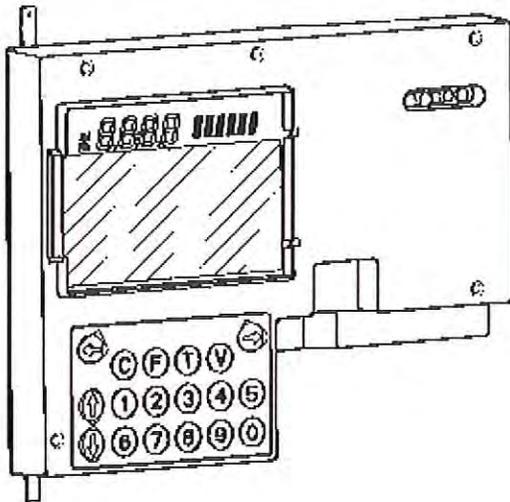
- Communications failure
- Open door
- Power failure
- Paper supply status
- Collection failure

In the event that the machine is out of order for any reason (i.e. the ticket roll was not replaced and the machine ran out of paper), a red indicator message is displayed on the Web interface via the communications system. A red indicator light alerts the maintenance staff that this machine is out of order and will advise them as to what needs to be done to get the machine up and running.

The City will have the ability to program each pay station to display or not display a message. This is accomplished through the programming of the FLASH MEMORY in each unit. In addition, the City will have the ability to utilize the wireless communication system to download welcome and out-of-order messages (no payment required) to each pay station. Messages can be displayed for a prescribed time period and then through the programming can be changed back to the original pre-programmed message.

The Strada has the capability to display a message when a card is inserted improperly or when the machine is out of order. In addition, a “coin only” message can be displayed if the card slot is inoperable and conversely a “card only” message can be displayed if the coin slot is inoperable. If the coin and the card reader are disabled the machine will display an “out of order” message. The pay stations also have the capability to display a message that “payment is not necessary” outside of the enforcement period and during holidays. In addition, the pay stations can be programmed to not allow payment during these same times.

### Standard Graphical Display



### Graphical display specifications:

- Large area LCD technology with backlight
- 6 lines of text available, plus time and date (permanently displayed)
- Combination text and logo available
- Graphical area of 4.134” wide x 2.75” high
- Dot matrix: 160x80 – Dot size 0.62x0.62mm (24.41x24.41mil)
- Clock format: [HH:MM]
- Date format: [AM/PM] [MM:DD:YY]
- Automatic Backlight switched on depending on ambient light level
- Automatic Contrast with temperature compensation

Fonts have been selected in order to be compliant with all kind of language that could be used on the terminal, and in order to offer the best understanding of messages for all kind of customers using the machine. ISO standard has been retained (ISO10646) with compliancy to UTF8 encoding format (Unicode Transformation Format or Universal Character Set Transformation Format).

Strada can also be equipped with a 7" full color screen allowing for a large array of graphics and message and a better overall user experience. This screen also provides a better opportunity for the machine to be used as a multi-services kiosk.



## Payment Options

### Bills

The Strada recognizes \$1, \$5, \$10, \$20 and \$50 dollar bills or any combination thereof. The ability to determine what bills are accepted can be configured via a handheld program loader at the unit. The bill acceptor is programmable onsite to accept new bank notes issued by the U.S. Mint.

All bills are accepted 4-way and in any direction.

The Strada bill acceptor has an acceptance rate of 98% for street quality bills. Rejected notes are returned to the parker.

The bill acceptor is designed with an access door on the top of the unit for maintenance personnel to clear bill jams. No tools are required to open or close the access door. Jammed bill removal process typically takes less than 30 seconds unless the note is torn.

### **Coins**

The Strada multi-space meter can distinguish between up to 14 different coins and/or tokens, including nickels, dimes, quarter, Susan B. Anthony dollars, Sacagawea dollars, and the new presidential golden dollar coins.

The Strada pay station features a patented motorized coin selector and recognition system that controls the movement of inserted coins in the meter (speed, position etc.) and which is unaffected by changes in temperature and humidity. We suggest that "free fall" or "gravity-driven" coin intake systems be avoided, as they are easier to de-fraud and vandalize. The Strada coin path is the shortest in the industry which is key to preventing internal coin theft since the selector fully controls and contains the movement of the coins from the point they are inserted in the unit. The coin speed functioning is carefully controlled instead of relying on gravity test.

The Parkeon selector utilizes a barrel that protects the inlet when the machine is at rest, opens the inlet to introduce a coin, directs valid coins to the coin escrow and channels foreign objects to the coin return.

The default position on the barrel is solid and therefore will not allow the introduction of a non-metallic object. This prevents the introduction of plastic, wood, cloth and other non-metallic objects from entering the coin selector. The motorized wheel also prevents the validation of coins that are attached to strings or other removable devices.

The coin validator unit utilizes both optical and magnetic detectors to determine if a coin is valid or not. The coin inlet detects when a coin is approaching. The detection of the coin signals the coin inlet to open and the sensor to awaken.

Optical detection: A measurement is taken of the diameter and thickness of the object by means of two sets of optoelectronic sensors. A notched wheel, which causes the barrel to rotate, evaluates the distance between two points of the coin periphery and measures the coin diameter. This is done by means of a first set of optoelectronic sensors. In the same way, the thickness is measured by evaluating the distance between the first set of optoelectronic sensors to cut the beam of a second set of optoelectronic sensors whose centerline is inclined as compared with that of a coin.

Magnetic detection: Two proximity switches measure the electromagnetic properties. Voltage levels are recorded as the coin moves in front of them.

After the sensors have evaluated the representative measures of the coin's diameter, thickness, and material composition, they are compared to pre-programmed data. The main board then validates or invalidates the coin according to how well it matches this data.

If the coin is validated, the trap door opens to deflect the coin into the escrow, which can hold over 75 US Quarters. A set of optoelectronic sensors fitted under a prism checks that the coin has moved. If the coin is not valid, it is evacuated into the coin return.

The coin selector can be tested via a Parkeon supplied test token without opening the maintenance door. Insertion of the test token prompts the printer to print a test receipt. The receipt has the word "TEST" printed on it.

### **Credit and Debit Cards**

The Strada pay station is equipped with a dual function card reader.

This reader is able to accept credit cards (Visa, MasterCard, AMEX, and Discover), smart memory and microprocessor cards for payment. In addition the unit has the capability to accept debit cards, including Visa Cash. In the event that the card slot is jammed (inoperable), the pay station will still accept coins for payment. Parkeon will work with the City to interface with the merchant processor.

The main characteristics of our reader are as follows:

- 1) The reader accepts the following card types:
  - a) Synchron chip cards (type SLE 4404, Eurochip, memory cards, etc.)
  - b) Asynchrone cards (electronic purses, microprocessor cards)
- 2) The reader complies with the following standards:
  - a) ISO 7816-1,2,3 standard concerning the physical characteristics, localization of contacts, electrical characteristics and communication protocol.
  - b) Cards in conformance with ISO 7816-2 standards (localization of the contacts)
- 3) It has the following specifications:
  - a) Makes use of rubbing contact with the cards to optimize the electric contact.
  - b) Full compatibility with cards using 5 volts technologies
  - c) Application software is loaded in the RAM memory of the electronic board
  - d) RAM memory has a maximum capacity of 512 K octets
  - e) The operating system embedded in the ROM memory manages the application software downloading

### **Cell Phone Payment**

Parkeon's system can integrate with whichever mobile phone payment provider you choose. The Parkeon and cell phone databases will interact to ensure your parking rules are enforced and to provide you with detailed transaction data as needed.

Using cell phone payment technology, motorists can extend their stay from any place in the city if such policies exist.

Drivers can receive a text message to alert them as to when their parking time is about to expire and remind them to extend their time as needed.

### **Smart Cards**

The pay station Parkeon is proposing is equipped with a hybrid card reader capable of working in a swipe mode and accepting both magnetic stripe cards and contact smart cards (ISO 7816). Parkeon is the largest integrator worldwide of smart card systems. Parkeon can directly provide decrementing smart cards that are compatible with the Strada multi space meter. The card characteristics can include either disposable or rechargeable. We can also subcontract with a partner as necessary to meet the cities requirements as a special development project.

### **Credit Card Processing**

All pay stations read the ISO Track 2 from the magnetic stripe on the reverse of the card. EPSUM<sup>®</sup> (the Parkeon Router/Server system for credit card transactions) does not rely on the network for encryption and instead provides authentication and encryption of all cardholder data at the application level using public key encryption. Also, rather than being managed by the main CPU of the terminal, all the encryption and authentication tasks are implemented by the card reader itself.

The information is sent to the Parkeon router through the wireless network and delivered via the Internet to the city's authorized bankcard processor for authorization. As noted earlier, Parkeon has earned Level 1 PCI certification, so you know your motorists' credit card data is well-secured per legal obligations published by the banking associations.

The ensuing response (the transaction authorization or denial) is then forwarded to the pay station. The pay station will accordingly issue a ticket or cancel the transaction. Concurrently, the results of the authorization process are recorded on ParkfolioNeo for client access and analysis.

Average time for this real-time, on-line credit card authorization is between 7 and 15 seconds; we have clients whose transactions are processed in as few as 5 seconds.

## Credit Card Security Features

Parkeon's credit card processing solution has earned Level 1 PCI certification, which is the highest rank available from the major credit card providers (VISA, MasterCard, AMEX). Level 1 is only given to those third-party providers who handle thousands of credit card transactions monthly and who meet their stringent – and audited – credit card transaction security protocols to protect your customers' personal transaction data. Level 1 requires an external audit for approval, which is more rigorous than the self-audit that some vendors may do.

Our system provides 128 bit DES encryption when the credit card is read at the card reader. The encrypted card information is then transmitted directly to your PCI compliant transaction service provider/clearing house.

Parkeon machines process all credit card transactions in real time. This on-line authentication is typically in the 7 to 15 second range, although we have clients whose transactions are processed in as few as 5 seconds. This approach protects the city from lost revenue due to stolen or unauthorized usage that would occur in a batch-processing mode. Additionally, the city does not have to maintain a "black list" of known bad card numbers. And it meets PCI/CISP requirements regarding storage of credit card information.

Due to the potential for fraud and the fact that offline batch acceptance is not PCI compliant, Parkeon recommends that the City not consider a solution that includes credit card acceptance without authorization at time of presenting the card.

The card reader is designed for partial insertion of the card (swipe) and at no time is the card out of the users possession.

## Park-by-ID Features

The Strada can accommodate any identifier including space number or license plate number. This gives you more flexibility in your parking rules and applications.

1. "Add time from anywhere" technology. By using a real-time, on-line centralized transaction database, all parking transactions are stored in one location. If a motorist parks but finds himself a mile away when his time is about to expire, the motorist can simply walk to the nearest meter, enter his lot, space or license #, and extension code, and add more time to his stay. Rest assured, he can only do this if your parking policies for that particular space allow the purchase of the added time.

2. Parkeon's Park by ID systems also uses on-display interactive instructions for the motorist to purchase parking. Most people are used to interacting directly with such screens, and we've found that by guiding the motorist through the transaction this way is

more effective than referring them to written or graphic instruction labels pasted alongside of the display screen.

3. Yet another improvement with our Park-by-ID system is how your Parking Enforcement Officers (PEOs) will be able to work.

When your PEO is ready to enforce an area, he/she can wirelessly connect via handheld device to the Parkeon central server and transaction database. The PEO enters the zone to be enforced, and the current payment history for all the spaces/plates in the enforced zone is transmitted from the central server to the PEO's handheld. Paid and unpaid spaces/plates are color-coded to be easily distinguished and display options are configurable. This approach also allows the PEO to look up a block face or lot prior to arriving on-site, to quickly determine whether enforcement activity is warranted immediately or at a later time, based on the status of paid or unpaid spaces/plates.

Also, any transactions occurring during a live enforcement session affecting a space or plate in the zone being enforced are immediately transmitted to the back office server and then to the officer's handheld. This ensures that the most up-to-date payment information is recorded before looking for potential parking violations, and it leads to fewer disputed citations and angry patrons.

4. Parkeon's PbS system is scalable to manage up to 40,000 spaces.
5. Our Park by ID solution integrates cell phone parking payments in a brand new way. Instead of the typical dual-database solution some providers use, causing PEOs to have to look up transaction history in two places, Parkeon has fully integrated the cell phone payment transaction into our central transaction database, along with all other types of payment. This means PEOs can access just one database for validating spaces. Of course, cell phone-paying motorists will receive an SMS message to their cell reminding them when their time is about to expire and offering the opportunity to add time via SMS (or by voice if preferred).
6. Vehicle sensor integration is also possible with our Pay-by-Space system. By adding vehicle sensor technology to your Pay-by-Space system, your enforcement team will be much more efficient because the sensor indicates the presence of a vehicle that has not paid. This vehicle detection data is combined with the pay station payment data (and other payment data like cell payment) to present targeted enforcement information accessible on the same web interface on the handheld device. Now your team knows the following:
  - The status of all paid and occupied spaces
  - The status of all unpaid and occupied spaces
  - The status of all unpaid and unoccupied spaces

Based on this information you can be sure that your enforcement officers are spending their time monitoring the areas of the city that have the highest instances of unpaid/occupied spaces.

7. Management of special rates becomes even more flexible with our Park by ID system as each plate or space can have its own rate structure. It is easy to manage resident or visitor parking programs with Park by ID.

### Data/Financial Management

The pay stations communicate via wireless two-way communication with Parkeon’s powerful back-office suite, myParkfolio which provides data/financial management solutions. The myParkfolio communication system is a complete suite of services based on a unique IT platform developed and managed by Parkeon as a fully hosted service. Parkfolio manages the information to and from the pay stations and redirects it to the customer. Depending on the nature of the data and the contract modules subscribed to, the information is delivered to the customer’s personal workstation or hand-held device.

Everything that occurs at a pay station (status check, collection, maintenance operation, transaction, etc) is recorded and regularly transmitted to the central server. This information is then processed and ready for you to review and analyze using myParkfolio.

myParkfolio allows you to remotely download rate, message, and ticket changes to the Strada.



Using Parkfolio you can view all sales data in many different forms. For instance, you can view transactions by pay station, by group of pay stations, by type of transaction, or by type of user.

You can monitor the status of your pay stations using myParkfolio because all alarms and warnings are right there for you to view. Like your sales data, maintenance data can also be viewed in different forms, making it easy to put a maintenance schedule together. myParkfolio can also send specific alarms right to your cell phone to alert you of a problem immediately.

# MYPARKFOLIO

Back-Office System



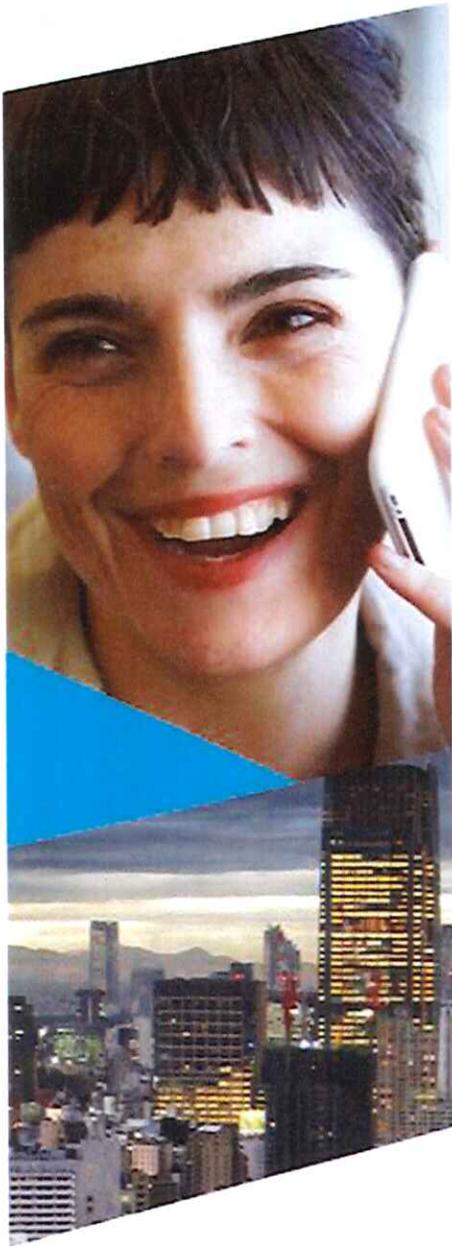
# MyParkfolio



- ▶ myParkfolio is the “brains” of your parking management system
- ▶ Parkeon hosted solution - no need to maintain servers or update software
- ▶ Level 1 PCI Certified credit card processing
- ▶ Data available to you 24/7/365
- ▶ Download rates, messages, and ticket layouts
- ▶ Integrates with allied parking technologies

# MyParkfolio

- ▶ Powerful reporting tool for Parking Directors, Maintenance Managers, Collection Supervisors, and Financial Analysts
- ▶ Customizable, on-demand statistical reports
- ▶ Variety of displays (pie charts, line graphs, bar charts)
- ▶ Mappable statistics offering color coded indicators for easy analysis
- ▶ Easy to compare past and current data for trend analysis



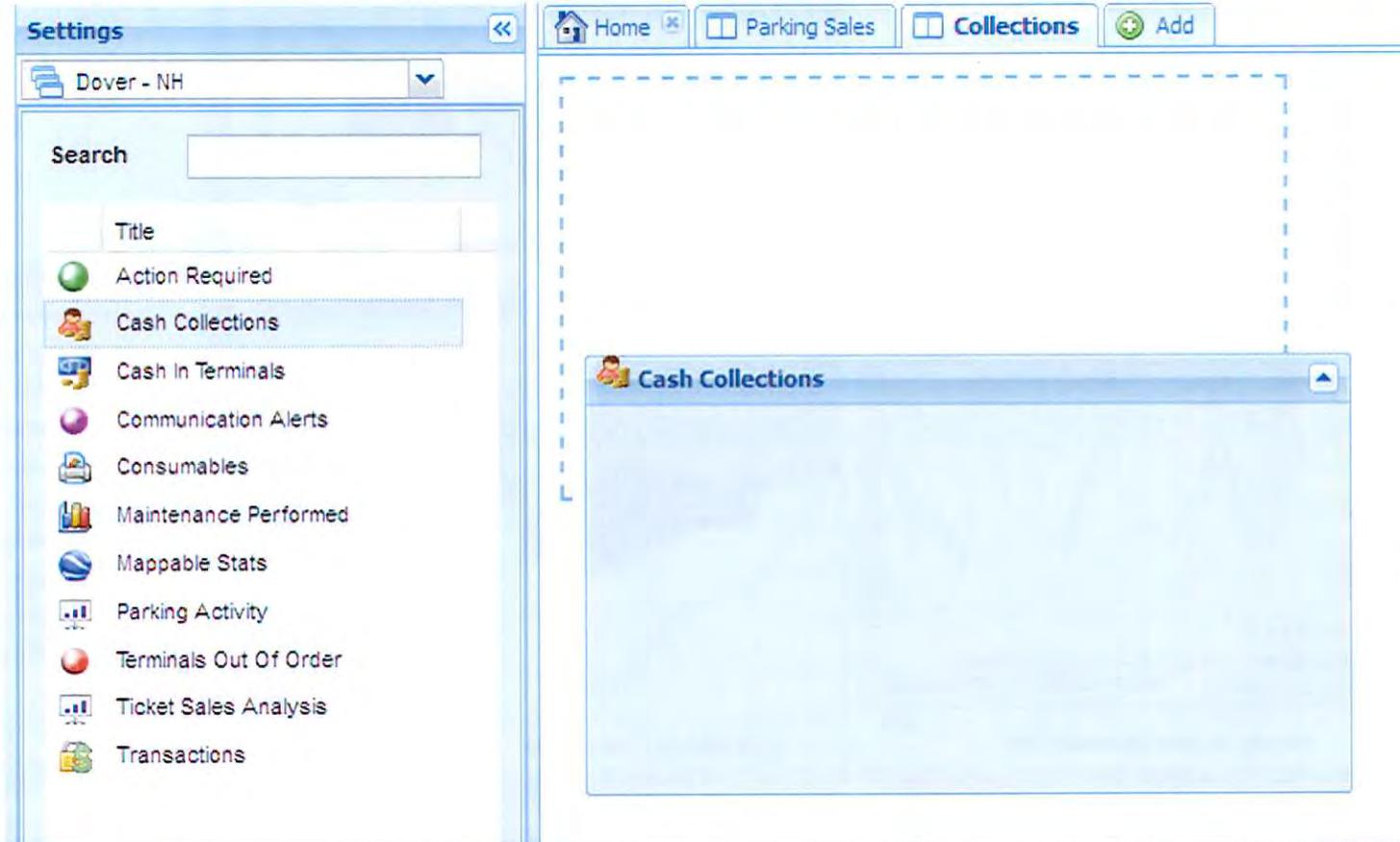
myParkfolio

# INTRODUCTION TO YOUR DASHBOARD

*Get fast access to what is happening right now!*



# YOUR CUSTOMIZABLE DASHBOARD



**Select the information you want access to by double clicking or dragging the Parkjet to your dashboard.**

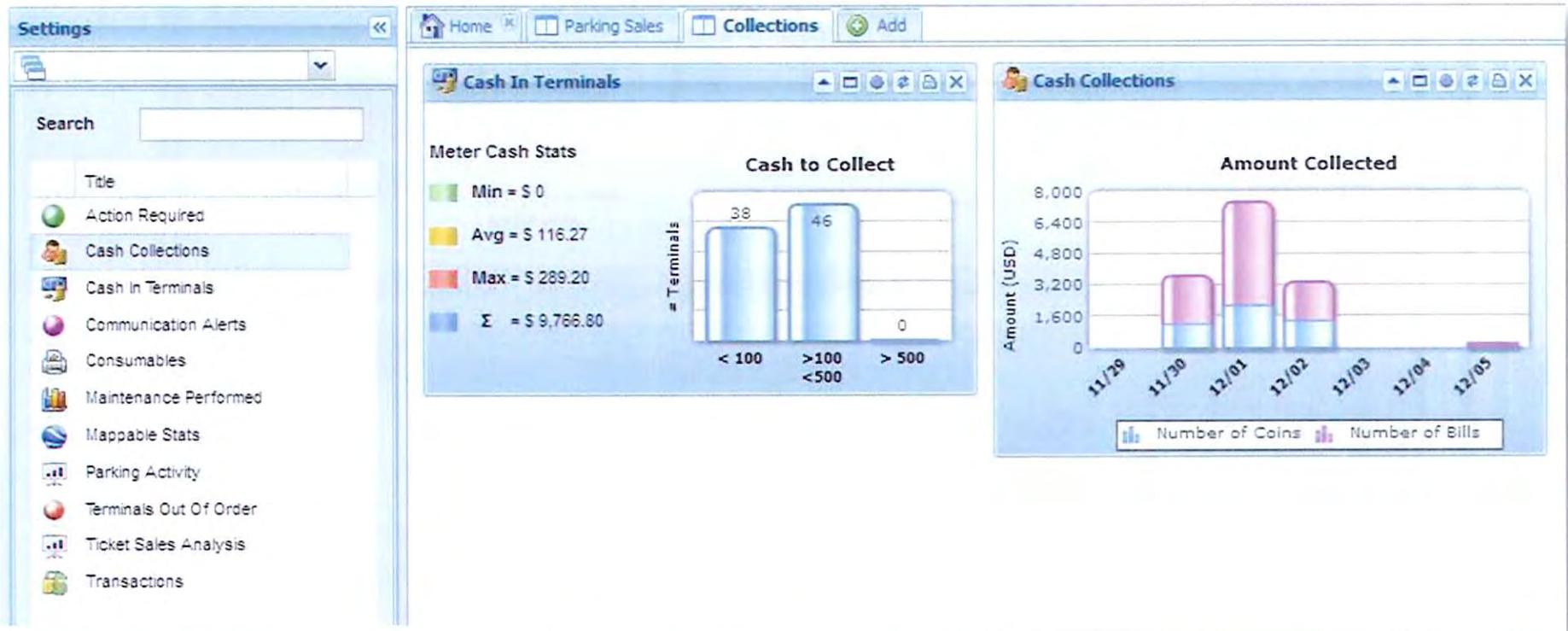
# myParkfolio

## PARKING SALES PARKJETTS



# myParkfolio

## COLLECTIONS PARKJETS

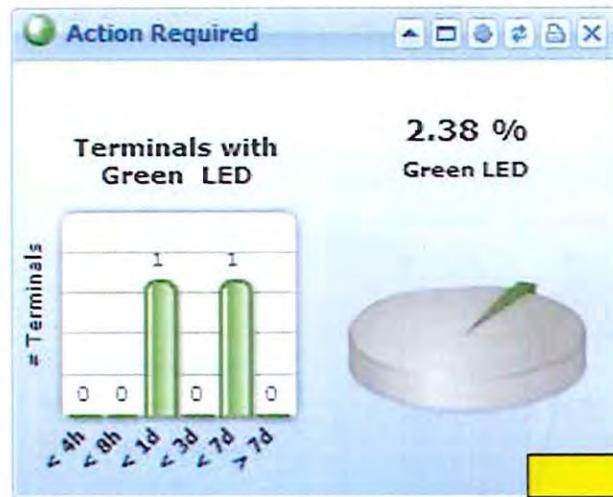


## MAINTENANCE PARKJETS



# myParkfolio

## PARKJET - DRILL DOWN



**Maintenance Performed**

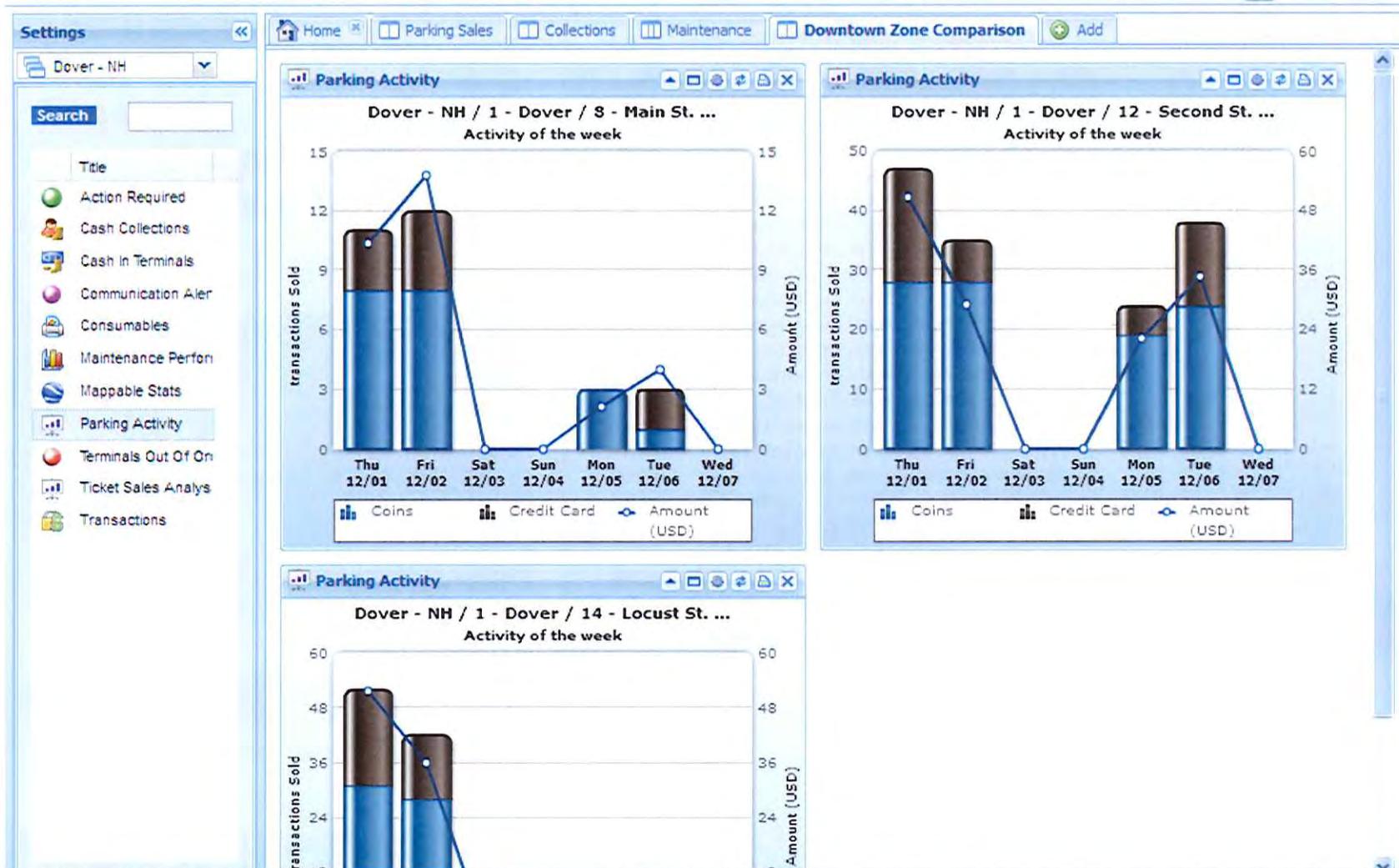
Total Maintenance Events

Meter Code	Date	Reason
1 1480005	12/01/2011 10:17 a	OFF/ON of the PnD
2 1480005	12/01/2011 10:17 a	Display and cancelling of green warning LEDs (No. 097)
3 1480006	11/30/2011 10:12 a	Display and cancelling of green warning LEDs (No. 097)
4 1480006	11/30/2011 10:12 a	banknote recognition verification (No. 106)
5 1480010	12/03/2011 09:59 a	OFF/ON of the PnD
6 1480014	12/05/2011 06:37 a	Display and cancelling of green warning LEDs (No. 097)
7 1480014	12/05/2011 06:37 a	Test ticket printing (No. 211)
8 1480017	12/01/2011 11:11 a	Modification of terminal town code and number (No. 012)
9 1480017	12/07/2011 09:22 a	Display and cancelling of green warning LEDs (No. 097)
10 1480017	12/07/2011 09:24 a	Test ticket printing (No. 211)
11 1480017	12/07/2011 09:24 a	banknote recognition verification (No. 106)
12 1480021	12/06/2011 07:40 a	Test ticket printing (No. 211)
13 1480026	12/01/2011 10:34 a	Display and cancelling of green warning LEDs (No. 097)
14 1480026	12/05/2011 11:11 a	Display and cancelling of red failure LEDs (No. 096)
15 1480026	12/05/2011 11:13 a	Test ticket printing (No. 211)
16 1480036	12/01/2011 10:36 a	OFF/ON of the PnD
17 1480036	12/01/2011 10:36 a	Display and cancelling of green warning LEDs (No. 097)
18 1480036	12/07/2011 09:41 a	banknote recognition verification (No. 106)
19 1480041	11/30/2011 09:48 a	banknote recognition verification (No. 106)

Page 1 of 2 | Download | Show on Map | 65 Records

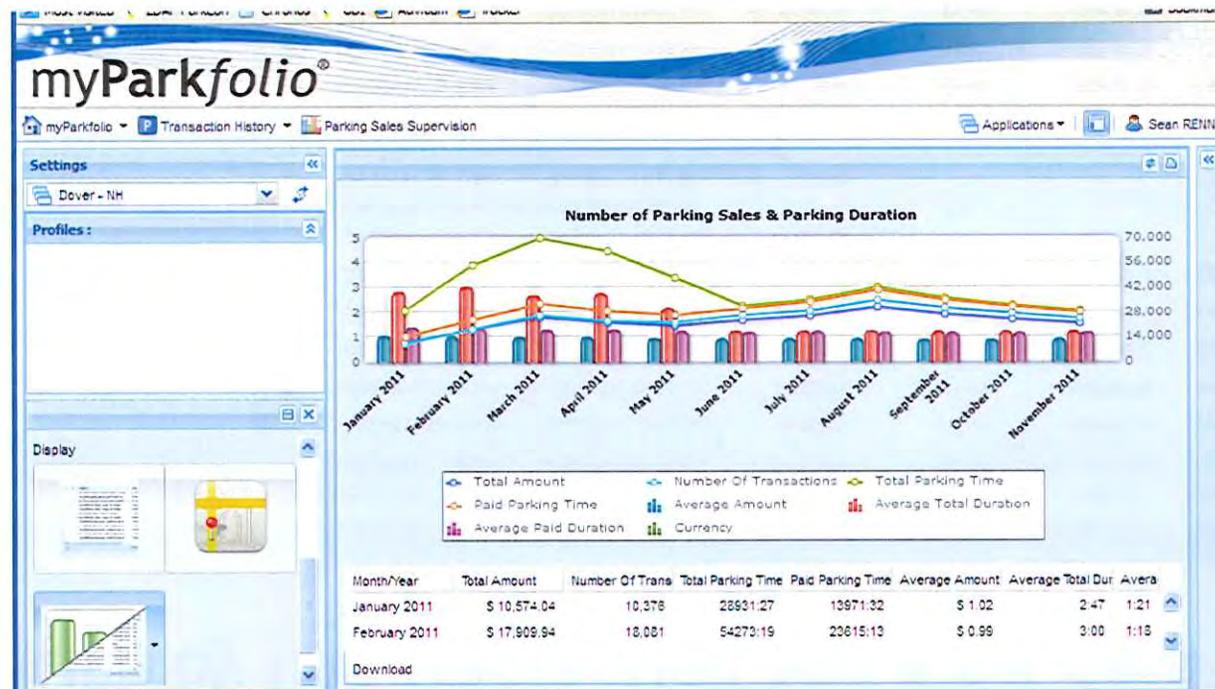
**One click gets you the detailed information you need!**

## PARKJETS - SIDE BY SIDE ZONE COMPARISON



## INTRODUCTION TO YOUR WORKSPACES

All the details you need!



myParkfolio

# TRANSACTIONS - CUSTOMER SUPPORT WORKSPACE

## Line by line transaction and alert data

The screenshot displays the myParkfolio Customer Support Workspace interface. On the left, there is a 'Settings' panel for 'Dover - NH' with a 'Profiles' section. Below it, a date and time filter is set to '12/02/2011' from '12 am' to '12 am'. The 'Select the details to show' section includes 'Transactions' and 'Events'. A 'Filter By' field contains the text 'Limit the results by transaction id, :'. At the bottom of the settings, 'Payment Type' is visible.

The main area shows a table of transactions and alerts. The table has the following columns: Type, Server Date Time, Terminal Date Time, Meter Code, Amount, System ID, Total Duration, and Paid Duration. The data includes several transactions with amounts ranging from \$0.50 to \$5.24 and durations from 0:40 to 6:59. There are also two event entries: 'Event of type Other received: Life signal without failure' and 'Event of type Green Led received: Printer fault (paper limit reached)'. The bottom of the table shows 'Page 3 of 16', 'Download', 'Print', '862 records', and a 'restore' link.

Type	Server Date Time	Terminal Date Time	Meter Code	Amount	System ID	Total Duration	Paid Duration
	12/02/2011 11:39 am	12/02/2011 11:39 am	1100005	\$ 0.50	130754574	0:40	0:40
---	12/02/2011 12:00 pm	12/02/2011 12:00 pm	1100005	\$ 5.24	130754575	6:59	6:59
	12/02/2011 12:04 pm	12/02/2011 12:04 pm	1100005	\$ 0.50	130754576	0:40	0:40
	12/02/2011 12:12 pm	12/02/2011 12:12 pm	1100005	\$ 1.75	130754577	2:20	2:20
	12/02/2011 12:20 pm	12/02/2011 12:20 pm	1100005	\$ 0.50	130754578	0:40	0:40
	12/02/2011 12:41 pm	12/02/2011 12:41 pm	1100005	\$ 0.75	130754579	1:00	1:00
○	12/02/2011 05:05 am	12/02/2011 05:05 am	1100006				
Event of type Other received: Life signal without failure							
●	12/02/2011 10:15 am	12/02/2011 10:15 am	1100006				
Event of type Green Led received: Printer fault (paper limit reached)							
	12/02/2011 09:03 am	12/02/2011 09:03 am	1100006	\$ 0.75	130814712	1:00	1:00
	12/02/2011 10:14 am	12/02/2011 10:14 am	1100006	\$ 1.40	130814713	1:52	1:52
	12/02/2011 10:16 am	12/02/2011 10:16 am	1100006	\$ 1.30	130814714	1:44	1:44
---	12/02/2011 10:18 am	12/02/2011 10:18 am	1100006	\$ 1.50	130814715	2:00	2:00
	12/02/2011 10:40 am	12/02/2011 10:40 am	1100006	\$ 1.30	130814716	1:44	1:44
---	12/02/2011 11:09 am	12/02/2011 11:09 am	1100006	\$ 2.25	130814717	3:00	3:00
---	12/02/2011 11:14 am	12/02/2011 11:14 am	1100006	\$ 2.25	130814718	3:00	3:00
---	12/02/2011 11:18 am	12/02/2011 11:18 am	1100006	\$ 2.50	130814719	3:00	3:00

### Historical Transaction Data

**Settings**

Dover - NH

**Profiles :**

---

Filter by zone/circuit/meter

Payment Type
  Product Type

Payment Type

**Display**



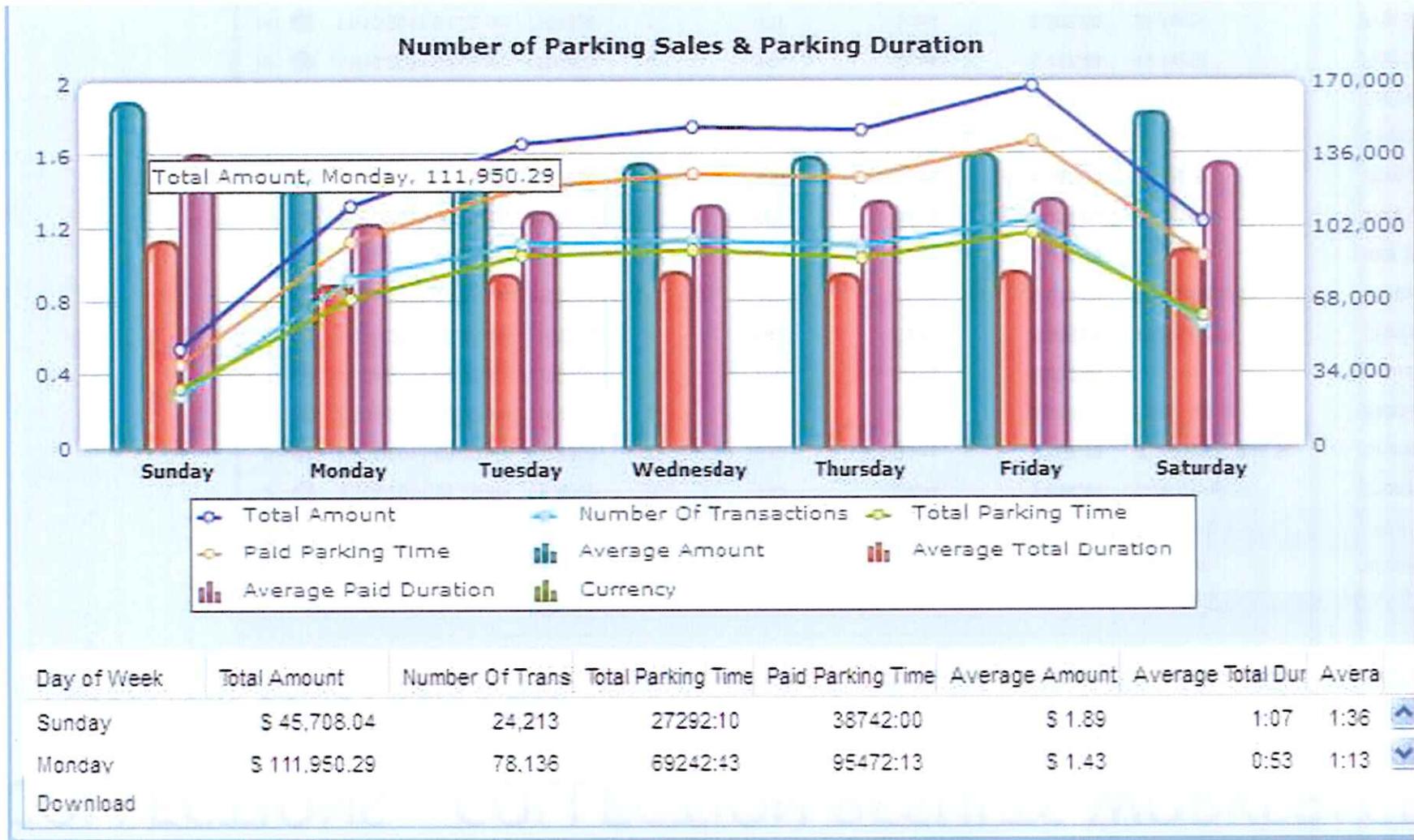

	Date	Meter Code	Payment Type	Amount	Trans. count	Total Parking Time	Paid Parking Time	Zone D
1	10/14/2011	1100040	Credit Card	\$ 2.65	3	3:07	3:07	Dov
2	10/14/2011	1100041	Coins	\$ 15.05	22	19:54	19:54	Dov
3	10/14/2011	1100041	Credit Card	\$ 7.50	9	8:54	8:54	Dov
4	10/14/2011	1100042	Coins	\$ 7.00	9	8:14	8:14	Dov
5	10/14/2011	1100042	Credit Card	\$ 2.50	2	3:20	3:20	Dov
6	10/14/2011	1100043	Credit Card	\$ 5.00	4	6:40	6:40	Dov
7	10/14/2011	1100045	Coins	\$ 0.25	1	0:20	0:20	Dov
8	10/14/2011	1100045	Credit Card	\$ 2.34	2	3:06	3:06	Dov
9	10/14/2011	1100046	Coins	\$ 1.35	2	3:36	1:48	Dov
10	10/14/2011	1100047	Coins	\$ 3.10	4	4:08	4:08	Dov
11	10/14/2011	1100047	Credit Card	\$ 3.00	2	3:12	3:12	Dov
12	10/14/2011	1100049	Coins	\$ 1.25	2	1:40	1:40	Dov
13	10/14/2011	1100049	Credit Card	\$ 6.17	4	8:13	8:13	Dov
14	10/14/2011	1100050	Coins	\$ 3.75	8	5:00	5:00	Dov
15	10/14/2011	1100050	Credit Card	\$ 9.50	7	12:40	12:40	Dov
16	10/14/2011	1100051	Coins	\$ 1.50	1	2:00	2:00	Dov
17	10/14/2011	1100053	Coins	\$ 7.20	11	11:58	9:36	Dov
18	10/14/2011	1100053	Credit Card	\$ 2.50	3	3:20	3:20	Dov
19	10/14/2011	1100054	Coins	\$ 6.95	11	9:17	9:16	Dov

Page 75 of 158 | Download | Print | 7878 records. | \$ 75,913.14 | restore

## TRANSACTIONS - PARKING SALES ANALYSIS BY METER



# TRANSACTIONS - PARKING SALES ANALYSIS BY DAY



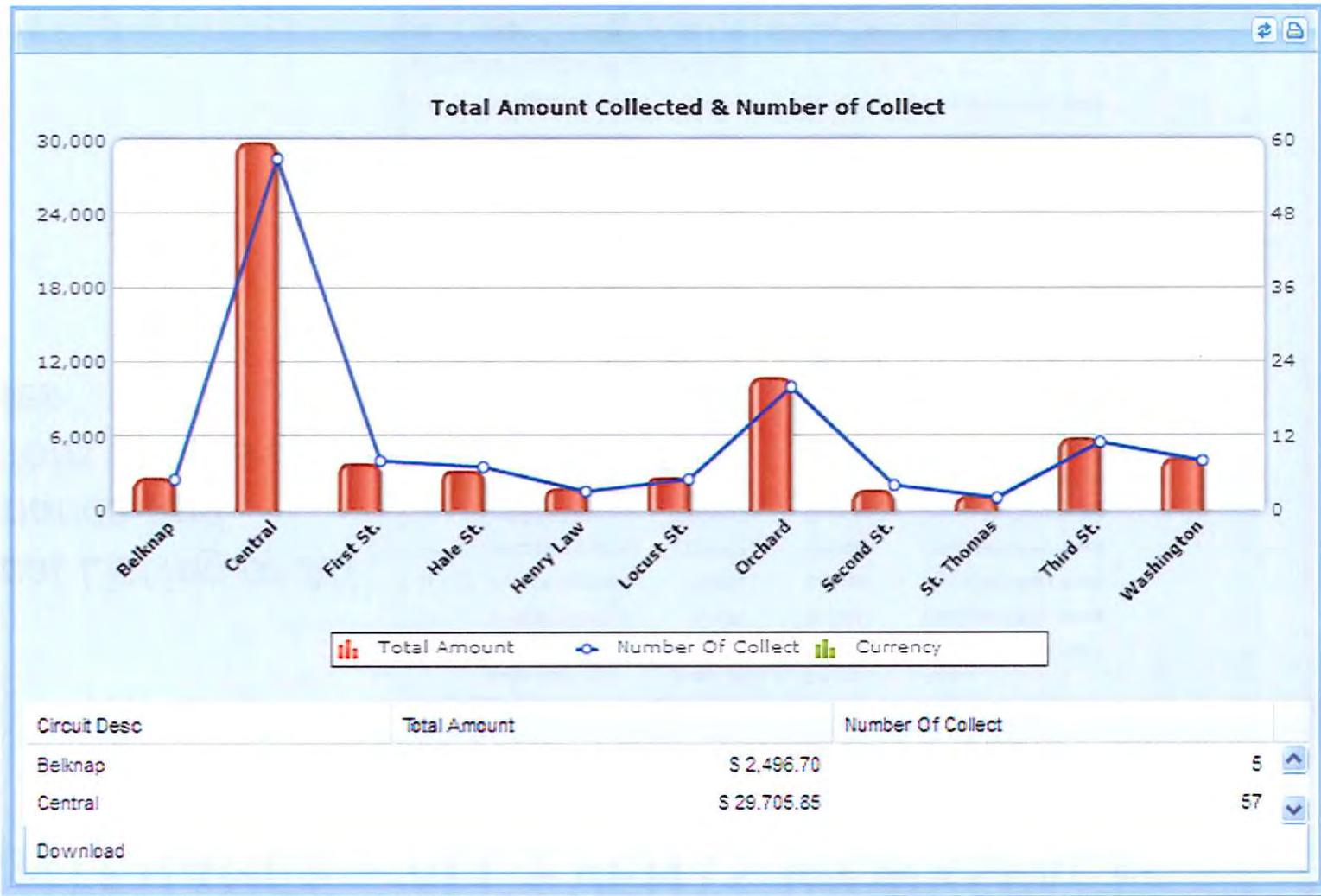
# COLLECTIONS - COLLECTION RESULTS WORKSPACE

## Historical Collection Data

	Date time	Meter Code	Collection n	Trans. count	Payment Type	Amount	Address	Circuit Desc
1	11/04/2011 09:23 am	1100018	4	778	Coins	\$ 581.50	8 Portland Ave	Central
2	11/04/2011 09:28 am	1100005	8	691	Coins	\$ 614.10	2-36 Dover St	Orchard
3	11/04/2011 09:32 am	1100003	7	639	Coins	\$ 500.40	23-43 New York St	Orchard
4	11/04/2011 10:02 am	1100001	5	703	Coins	\$ 530.70	56-98 3rd St	Belknap
5	11/04/2011 10:09 am	1100058	7	715	Coins	\$ 502.40		Locust St.
6	11/04/2011 10:25 am	1100030	4	649	Coins	\$ 485.95	19 Young St	Central
7	11/04/2011 10:38 am	1100016	5	817	Coins	\$ 534.50	67 Cochecho St	Central
8	11/10/2011 03:05 pm	1100055	8	860	Coins	\$ 511.45		Hale St.
9	11/10/2011 03:46 pm	1100037	3	552	Coins	\$ 439.65	98 3rd St	Third St.
10	11/10/2011 03:49 pm	1100038	4	538	Coins	\$ 446.00	98 3rd St	Third St.
11	11/10/2011 03:55 pm	1100039	2	636	Coins	\$ 456.15	21 State Highway 4	Central
12	11/10/2011 04:00 pm	1100028	4	677	Coins	\$ 529.75	67 Cochecho St	Central
13	11/10/2011 04:06 pm	1100021	4	549	Coins	\$ 437.40	49 1st St	First St.
14	11/10/2011 04:22 pm	1100026	1	471	Coins	\$ 393.80	21 1st St	First St.
15	11/17/2011 08:40 am	1100004	9	749	Coins	\$ 571.15	2-30 Dover St	Orchard
16	11/17/2011 08:53 am	1100004	10	0	Coins	\$ 0.00	2-30 Dover St	Orchard
17	11/23/2011 08:47 am	1100036	3	672	Coins	\$ 502.35	35 3rd St	Third St.

Page 1 of 1 | Download | Print | 35 records. | \$ 15,329.05 | restore

# COLLECTIONS - AMOUNT COLLECTED BY ZONE OR CIRCUIT



# MAINTENANCE - ALL EVENTS WORKSPACE

*Historical Listing of All Maintenance and Collections Events and Activities*

Meter	Date Time	Meter Code	Peripheral	Reason	Meter
26	11/25/2011 03:20 am	1100003	Operation	Life signal without failure	Q1
27	11/13/2011 03:20 am	1100003	Operation	Life signal without failure	Q1
28	11/05/2011 03:20 am	1100003	Operation	Life signal without failure	Q1
29	11/22/2011 03:20 am	1100003	Operation	Life signal without failure	Q1
30	11/26/2011 03:20 am	1100003	Operation	Life signal without failure	Q1
31	11/24/2011 03:20 am	1100003	Operation	Life signal without failure	Q1
32	12/06/2011 01:53 pm	1100003	Coin Box	Coin payment fault (coinbox limit reached)	Q1
33	12/07/2011 08:54 am	1100003	Electronic Lock	MCB key recognition	Q1
34	11/04/2011 09:32 am	1100003	Electronic Lock	MCB key recognition	Q1
35	12/07/2011 08:54 am	1100003	Coin Box	End of coin payment fault (coinbox emptied)	Q1
36	12/02/2011 12:46 pm	1100004	Operation	Exceptional CAP transfer (No. 057)	Q1
37	11/18/2011 02:55 am	1100004	Operation	Card collection inserted into database	Q1
38	12/06/2011 09:09 am	1100004	Card Reader	End of card reader fault (communication problem)	Q1
39	11/17/2011 08:40 am	1100004	Electronic Lock	MCB key recognition	Q1
40	11/08/2011 02:55 am	1100004	Operation	Life signal without failure	Q1
41	12/03/2011 02:55 am	1100004	Operation	Life signal without failure	Q1
42	11/02/2011 02:55 am	1100004	Operation	Life signal without failure	Q1

## MAINTENANCE - MAINTENANCE PROGRESS WORKSPACE

Track all activities of your maintenance team

The screenshot displays the 'Maintenance Progress Workspace' interface. On the left is a 'Settings' sidebar with the following sections:

- Settings:** Dover - NH
- Profiles:** (Empty list)
- Peripherals:** Filter by Peripheral
- Date:** 10/01/2011 to 12/07/2011
- Location:** Filter by zone/circuit/meter
- Display:** (Empty list)

The main table displays maintenance activities with the following columns: Meter, Date Time, Meter Code, Peripheral, Reason, and Meter. The table contains 17 rows of data, with the last row highlighted.

Meter	Date Time	Meter Code	Peripheral	Reason	Meter
29	10/14/2011 08:42 am	1100007	Main Board	Date and time modification (No. 001)	O
30	10/14/2011 08:53 am	1100007	Operation	Exceptional CAP transfer (No. 057)	O
31	10/14/2011 08:59 am	1100007	Main Board	OFF/ON of the P&D	O
32	10/14/2011 02:25 pm	1100003	Modem & Netw	Telephone number entry (No. 044)	O
33	10/14/2011 02:25 pm	1100003	Main Board	Device initialisation (No. 080)	O
34	10/14/2011 02:34 pm	1100003	Operation	Exceptional CAP transfer (No. 057)	O
35	10/14/2011 02:34 pm	1100003	Operation	Modification of terminal town code and number (No. 012)	O
36	10/14/2011 02:34 pm	1100003	Card Reader	Telephone number entry (EPSUM in Netware mode) and EPSUM reader	O
37	10/14/2011 02:34 pm	1100003	Card Reader	Bank card reader switch to maintenance mode (No. 503)	O
38	10/14/2011 02:34 pm	1100003	Operation	Communication test	O
39	10/14/2011 02:35 pm	1100003	Operation	Exceptional CAP transfer (No. 057)	O
40	10/18/2011 08:57 am	1100020	Main Board	Display and cancelling of green warning LEDs (No. 097)	NV
41	10/18/2011 08:58 am	1100020	Operation	Exceptional CAP transfer (No. 057)	NV
42	10/18/2011 02:09 pm	1100001	Main Board	Display and cancelling of green warning LEDs (No. 097)	Be
43	10/25/2011 10:45 am	1100027	Main Board	Display and cancelling of green warning LEDs (No. 097)	NE
44	10/25/2011 10:46 am	1100027	Operation	Exceptional CAP transfer (No. 057)	NE
45	10/25/2011 10:58 am	1100055	Operation	Exceptional CAP transfer (No. 057)	He

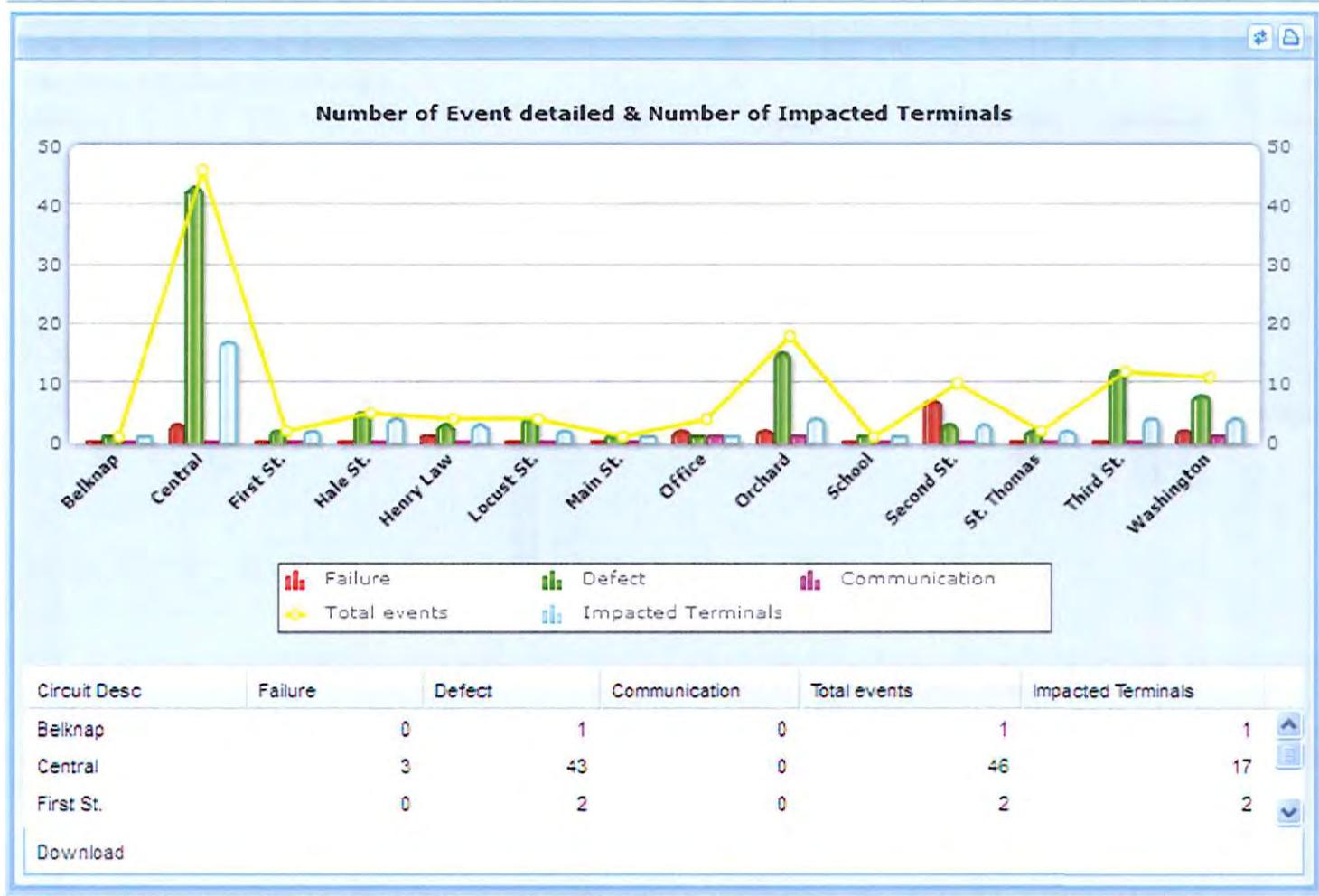
At the bottom of the table, there is a navigation bar with the following elements: Page 2 of 4, Download, Print, 196 records, and a restore button.

### Historical Listing of All Alarms

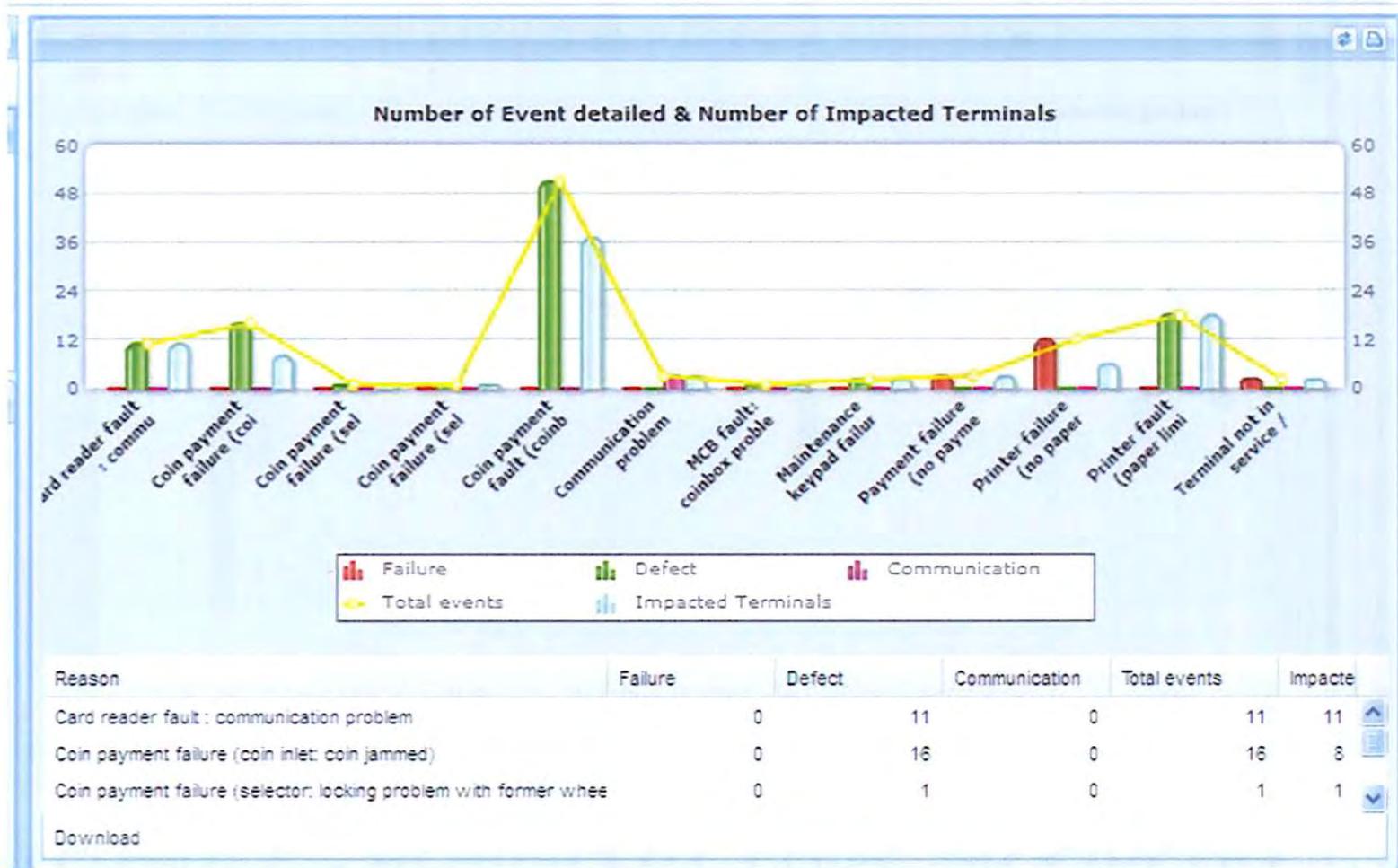
	Date	Duration	Meter Code	Peripheral	Reason
1	10/27/2011	193:19	1100003	Coin Box	Coin payment fault (coinbox limit reached)
2	11/01/2011	68:35	1100018	Coin Box	Coin payment fault (coinbox limit reached)
3	11/02/2011	6:07	1100005	Printer	Printer fault (paper limit reached)
4	11/03/2011	22:04	1100005	Coin Box	Coin payment fault (coinbox limit reached)
5	11/07/2011	20:45	1100012	Printer	Printer fault (paper limit reached)
6	11/08/2011	48:01	1100028	Coin Box	Coin payment fault (coinbox limit reached)
7	11/10/2011	0:00	1100018		Card reader fault : communication problem
8	11/11/2011	0:07	1100057	Coin Selector	Coin payment failure (coin inlet: coin jammed)
9	11/14/2011	0:00	1100030		Card reader fault : communication problem
10	11/15/2011	5:29	1100004	Printer	Printer fault (paper limit reached)
11	11/15/2011	0:01	1100004	Printer	Printer failure (no paper)
12	11/15/2011	0:01	1100004	Main Board	Payment failure (no payment method available)
13	11/16/2011	18:30	1100004	Coin Box	Coin payment fault (coinbox limit reached)
14	11/17/2011	0:10	1100004	Coin Box	MCB fault: coinbox problem
15	11/17/2011	0:53	1100028	Coin Selector	Coin payment failure (coin inlet: coin jammed)
16	11/18/2011	48:00	1100014	Coin Selector	Coin payment failure (coin inlet: coin jammed)
17	11/22/2011	23:47	1100031	Coin Box	Coin payment fault (coinbox limit reached)

Page 1 of 1 | Download | Print | 39 records | restore

# MAINTENANCE - ALARMS BY ZONE OR CIRCUIT

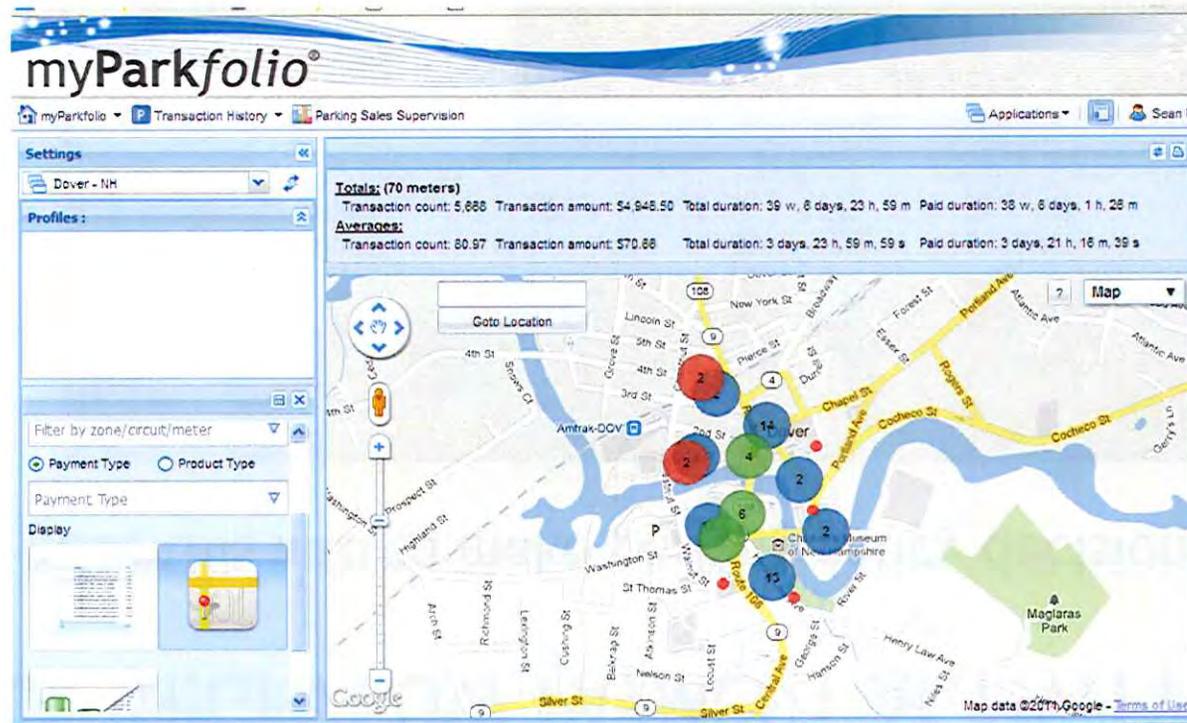


# MAINTENANCE - ALARMS BY REASON



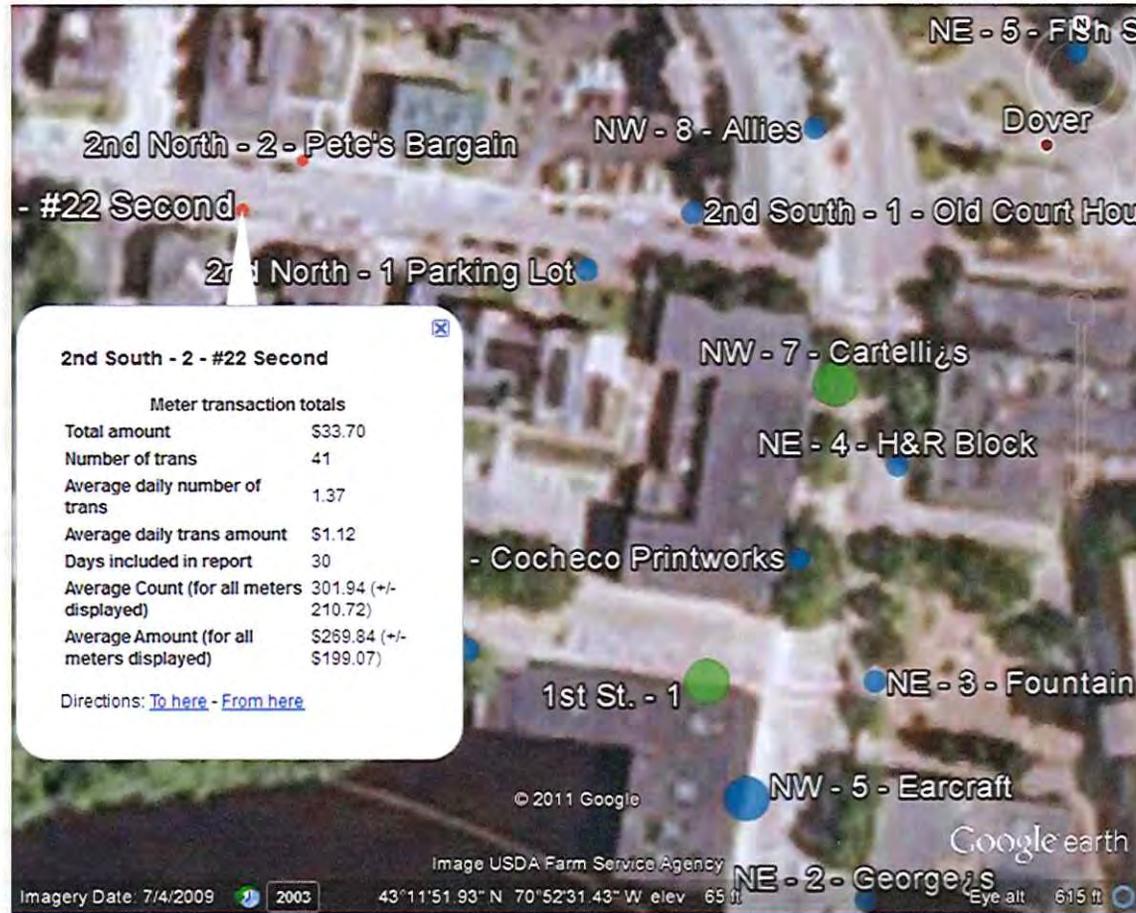
# INTRODUCTION TO GOOGLE MAPPING

*Visualize Your Park. Maximize Your Efficiency.*



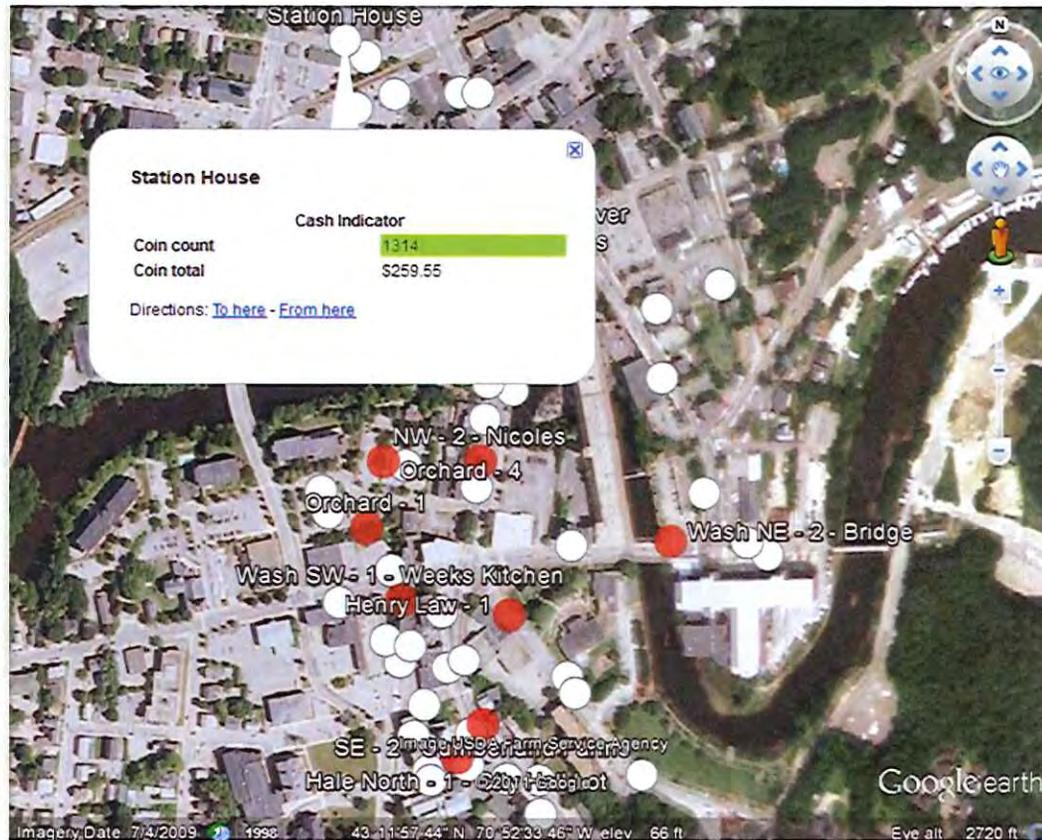
# MAPPING - HIGH/LOW PAYMENT ACTIVITY MAP

Use this info to make parking policy decisions



# MAPPING - CASH INDICATORS MAP

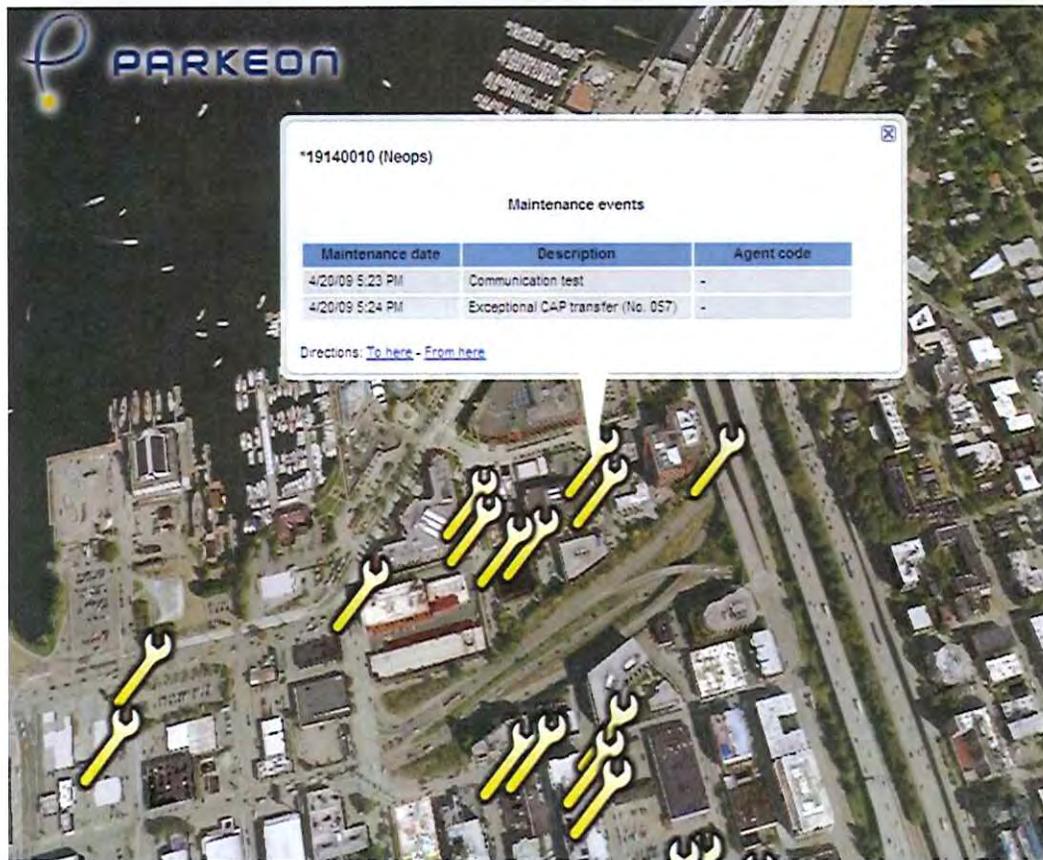
Use this info to plan collections activities



myParkfolio

## MAPPING - MAINTENANCE EVENTS MAP

Shows machines with highest and lowest maintenance activity



# MAPPING - MAINTENANCE ALARMS MAP

Plan out your daily maintenance activity

Meters that require maintenance: 29  
Failures: 2 - Communication problems: 0 - Defects: 3 - Consumable level alerts: 24

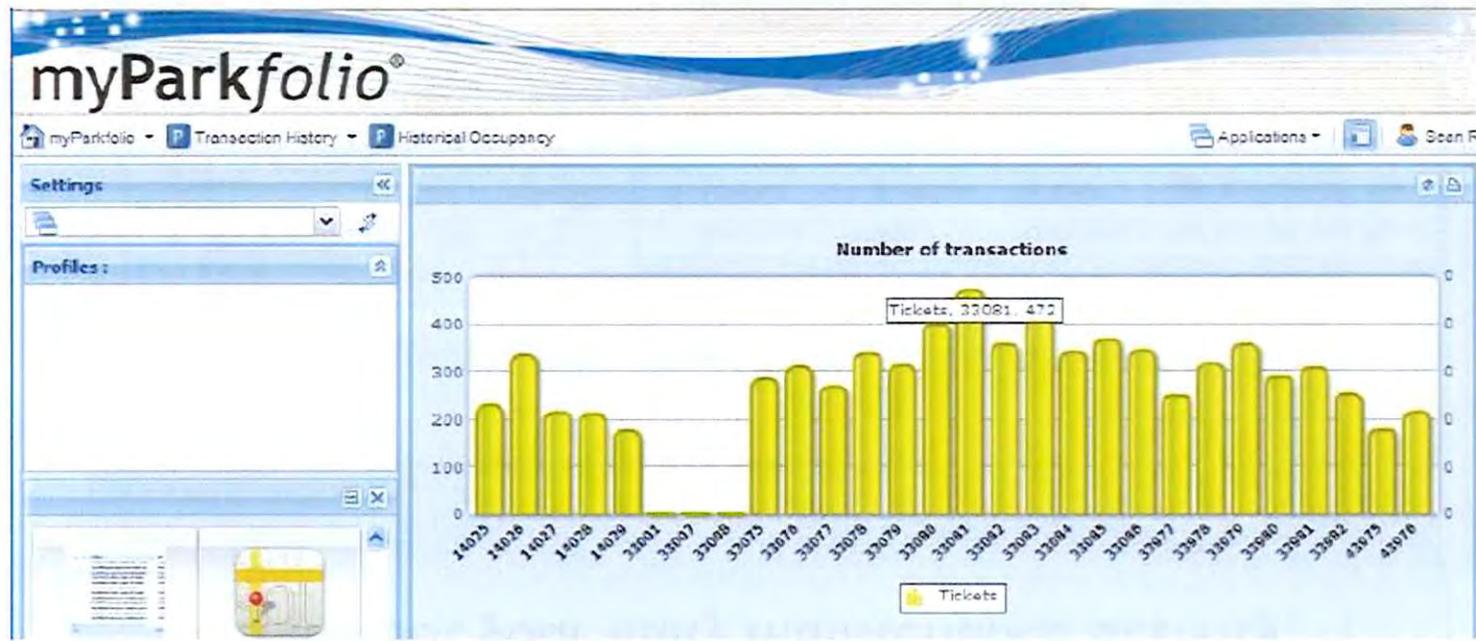
On - Street 2 Map

	Meter Code	Battery	Tickets Remain	Cate	Start date time	Reason
1	60100528	12.500V	9,997		12/07/2011 03	Main bo

# myParkfolio

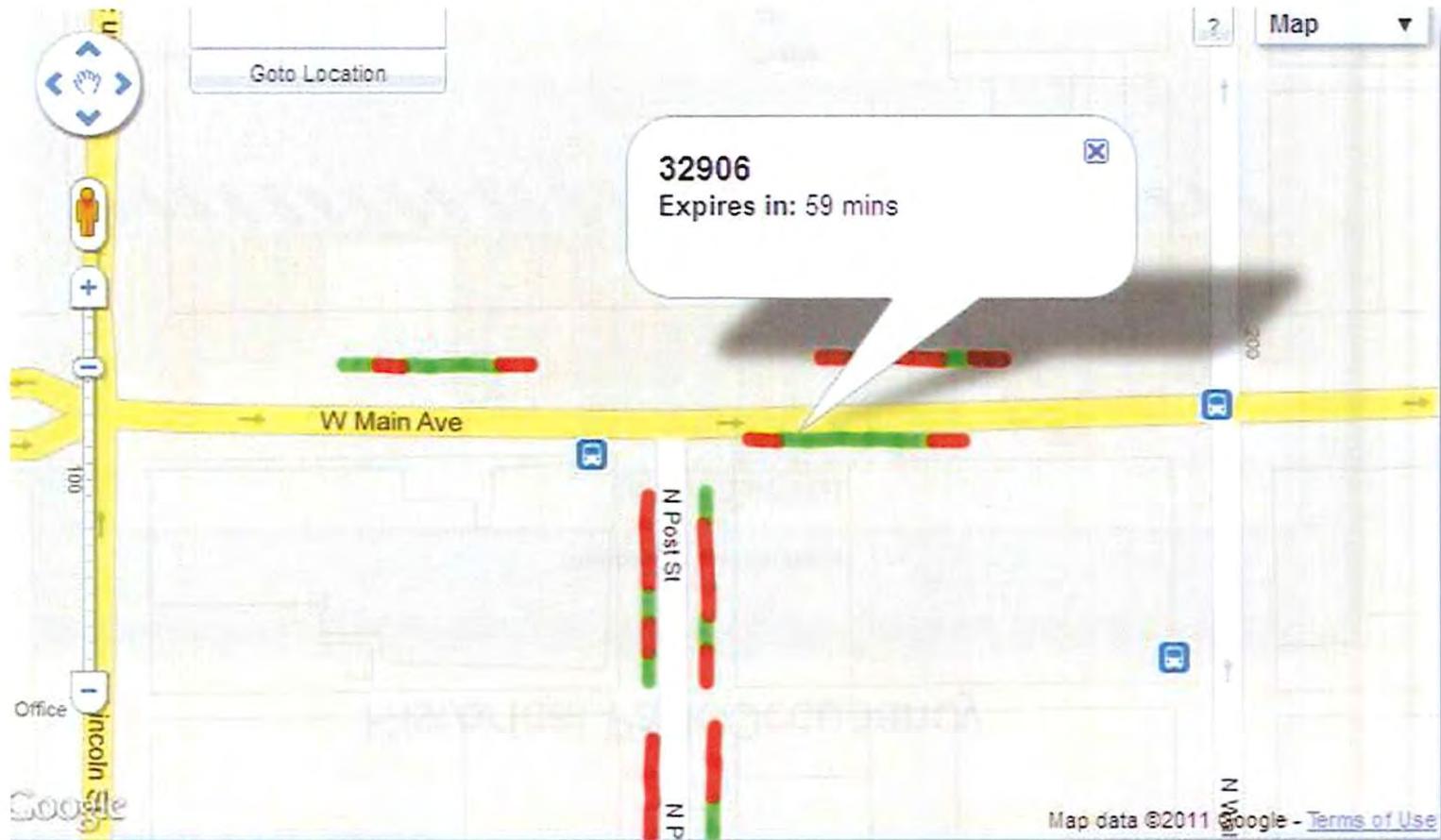
## INTRODUCTION TO PAY-BY-SPACE PARK OCCUPANCY

Using transaction data to understand occupancy.



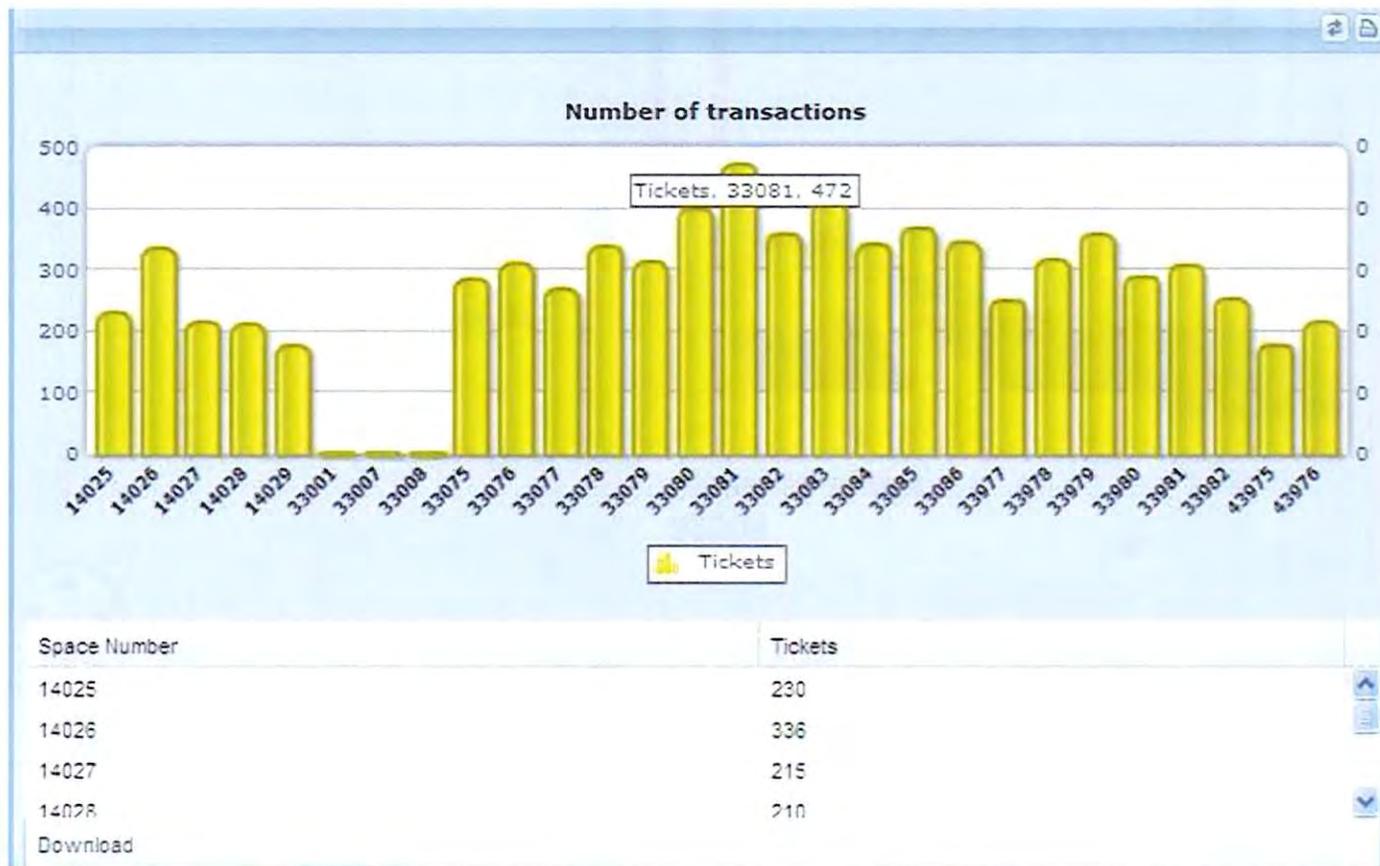
# REPORT EXAMPLES

## Current Park Occupancy Mapping



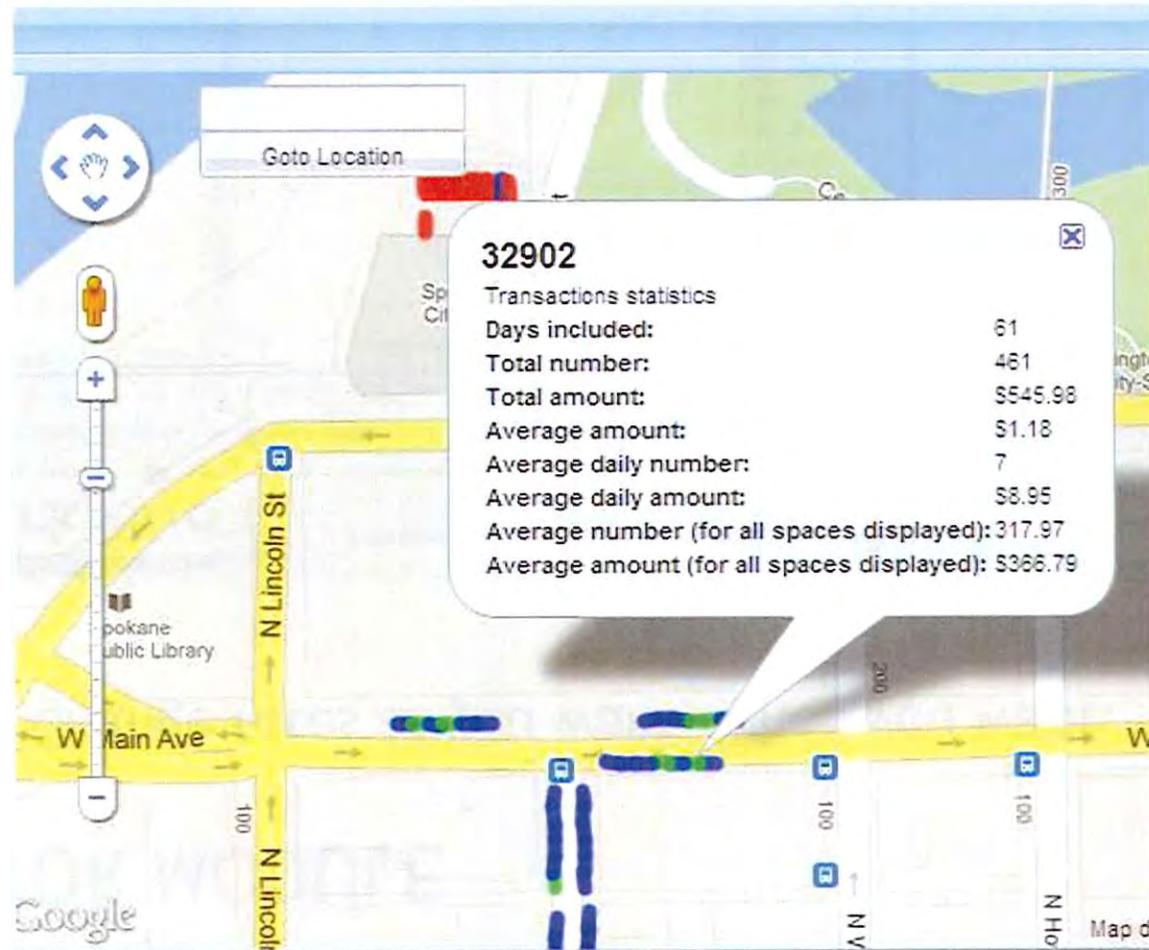
## REPORT EXAMPLES

### Historical Park Occupancy



# REPORT EXAMPLES

## Historical Park Occupancy Mapping



# myParkfolio

## RATE EDITOR MODULE

Change rates as you want, when you want.

The screenshot displays the myParkfolio Rate Editor Module interface. The main window shows a table with the following data:

Period	User	Slot	Pricing / Product
1 Everyday	User 1	07:00 am -> 08:00 pm	Slope150hr
2 Default Rule	NA	NA	FREE

A context menu is open over the first row, showing options: New, Edit, Delete, Colors, Quick Change, and Export. The Quick Change option is selected, and a sub-menu is open showing pricing options: Flat1000, FREE, REJECT, Slope150hr, Step100hr, and STOP.

The interface also includes a left sidebar with filters for Periods, Users, and Pricings, and a top navigation bar with tabs for Test Account, myParkfolio, Transaction History, and Tariff Editor.

URL: [https://my2.parkfolio.com/parkfolio.php?customer=Test\\_account#](https://my2.parkfolio.com/parkfolio.php?customer=Test_account#)

Copyright(c) 2012 - Parkeon - v9.2.4

## RATE EDITOR MODULE

The screenshot displays the myParkfolio Rate Editor Module interface. The main area shows a table titled "Demo\_Template" with the following data:

Period	User	Slot	Pricing / Product
1 Everyday	User 1	07:00 am -> 06:00 pm	Slope150hr
2 Default Rule	NA	NA	FREE

A context menu is open over the first row, showing options: New, Edit, Delete, Colors, Quick Change, and Export. The "Quick Change" option is selected, and a sub-menu is open showing pricing options: Flat1000, FREE, REJECT, Slope150hr, Step100hr, and STOP.

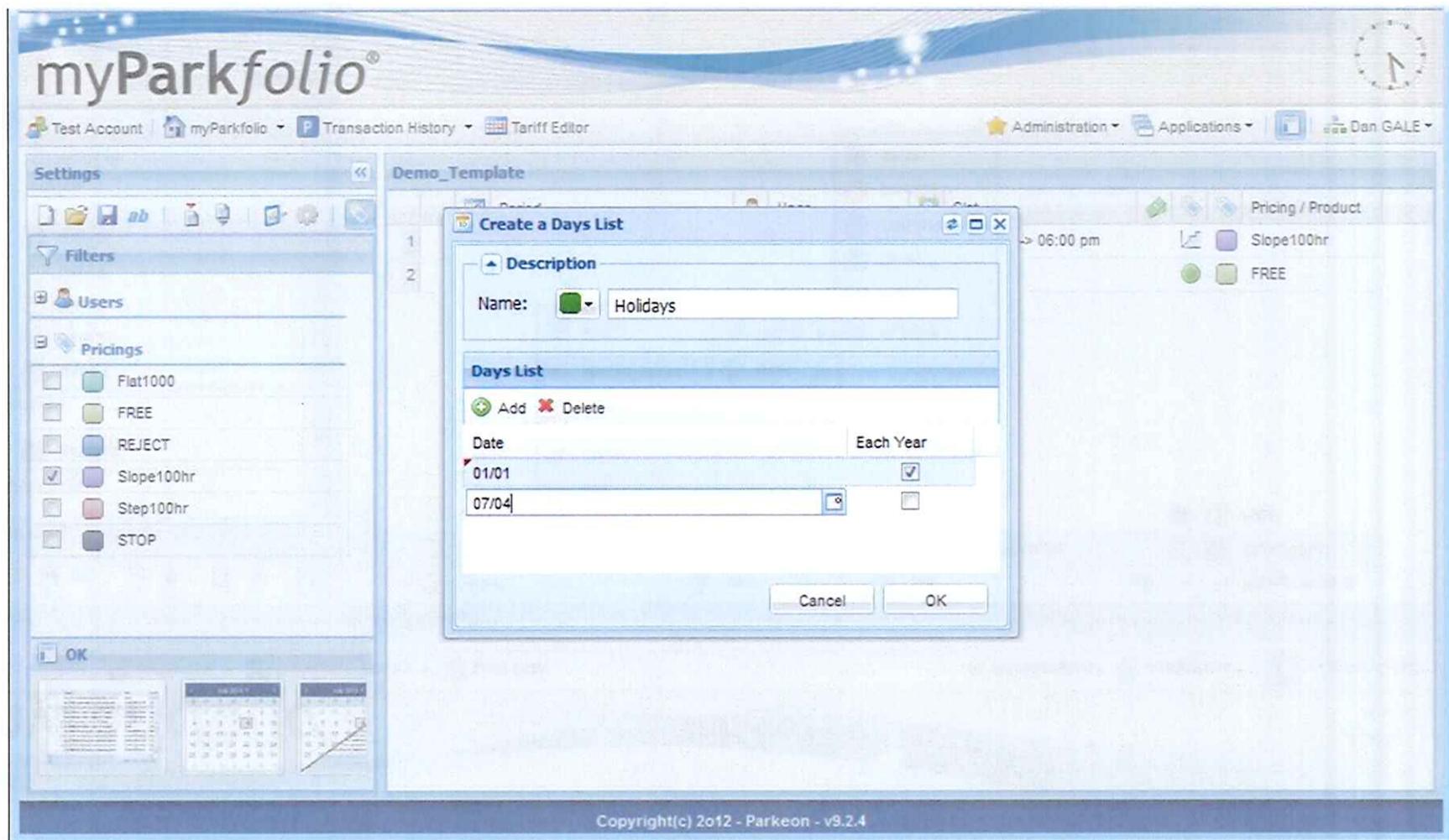
The left sidebar contains "Filters" for Periods, Users, and Pricings. The top navigation bar includes "Test Account", "myParkfolio", "Transaction History", "Tariff Editor", "Administration", "Applications", and "Dan GALE".

URL: [https://my2.parkfolio.com/parkfolio.php?customer=Test\\_account#](https://my2.parkfolio.com/parkfolio.php?customer=Test_account#)

Copyright(c) 2012 - Parkeon - v9.2.4

myParkfolio

# RATE EDITOR MODULE



## RATE EDITOR MODULE

The screenshot displays the myParkfolio interface with the 'Create a Rule' dialog box open. The dialog box is titled 'Create a Rule' and contains the following fields and options:

- From / To:** Two date pickers both set to 11/19/2012, with a right-pointing arrow between them.
- Properties:**
  - Period:** A dropdown menu set to 'In list 'Holidays'', with add, edit, and delete icons.
  - Slot:** A dropdown menu set to 'NA', with add, edit, and delete icons.
  - Add. Condition:** A dropdown menu set to ': Select :.', with add, edit, and delete icons.
  - User:** A dropdown menu set to 'User 1', with add, edit, and delete icons.
  - Pricing / Product:** A dropdown menu set to 'REJECT|', with add, edit, and delete icons.
- First paying day:** A checkbox labeled 'Reachable only the first paying day' which is currently unchecked.

At the bottom of the dialog box are 'Cancel' and 'OK' buttons. The background shows the myParkfolio application window with a sidebar containing 'Settings', 'Filters', 'Periods', 'Users', and 'Pricings'. The 'Pricings' list includes 'Flat1000', 'FREE', 'REJECT', 'Slope100hr', 'Step100hr', and 'STOP'. The main area shows a calendar view for November 2012.

Copyright(c) 2012 - Parkeon - v9.2.4

# myParkfolio

## RATE EDITOR MODULE

The screenshot displays the myParkfolio web application interface. At the top, the logo "myParkfolio" is visible on the left, and a clock icon is on the right. Below the logo, there is a navigation bar with "Test Account", "myParkfolio", "Transaction History", and "Tariff Editor". On the right side of the navigation bar, there are "Administration" and "Applications" dropdown menus, and a user profile for "Dan GALE".

The main content area is divided into a left sidebar and a central workspace. The sidebar contains sections for "Settings", "Filters", "Periods", "Holidays", "Users", and "Pricings". The "Pricings" section lists several pricing rules: Flat1000, FREE, REJECT, Slope100, Step100h, and STOP. The central workspace is titled "Modify Pricing" and has tabs for "General", "Min / Max", "Pricing", "Output", "Delivrables", and "PPML". The "Min / Max" tab is active, showing three columns: "Minimum", "Maximum", and "Maximum Times".

In the "Minimum" column, there are checkboxes for "Initial" (checked) and "Ext." (unchecked). The "Initial" value is 0.05, and the "Ext." value is 0. In the "Maximum" column, there are radio buttons for "Amount" (selected) and "Overpay" (unchecked). The "Amount" value is 4.5, and the "Overpay" value is 5.00. In the "Maximum Times" column, there are radio buttons for "Duration" (unchecked) and "Time by Law" (unchecked). Below these columns is a table with two columns: "Value / value added" and "Duration / time added". The table contains one row with a value of 1.5 and a duration of 00d01h00m00s.

At the bottom of the "Modify Pricing" window, there are "Cancel" and "OK" buttons. The footer of the application shows "Copyright(c) 2012 - Parkeon - v9.2.4".

# myParkfolio

## RATE EDITOR MODULE

The screenshot displays the myParkfolio software interface. The main window shows a sidebar with navigation options: Settings, Filters, Periods, Holidays, Users, and Pricings. The Pricings section is active, showing a list of pricing rules: Flat1000, FREE, REJECT, Slope150hr (checked), Step100hr, and STOP. A 'Modify a Rule' dialog box is open in the center, with the following fields:

- From / To:** Empty input fields with a right-pointing arrow.
- Properties:**
  - Period:** Everyday (dropdown menu)
  - Slot:** 08:00 am -> 06:00 pm (dropdown menu)
  - Add. Condition:** :: Select :: (dropdown menu)
  - User:** User 1 (dropdown menu)
  - Pricing / Product:** Slope150hr (dropdown menu)
- First paying day:**  Reachable only the first paying day

At the bottom of the dialog are 'Cancel' and 'OK' buttons. A smaller 'Slot' dialog box is also open, showing a time range from 07:00 to 18:00 with an 'OK' button. The footer of the application reads 'Copyright(c) 2012 - Parkeon - v9.2.4'.



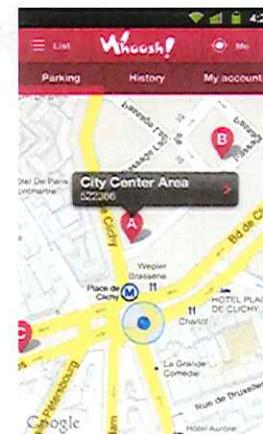
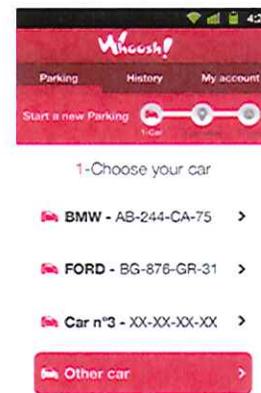
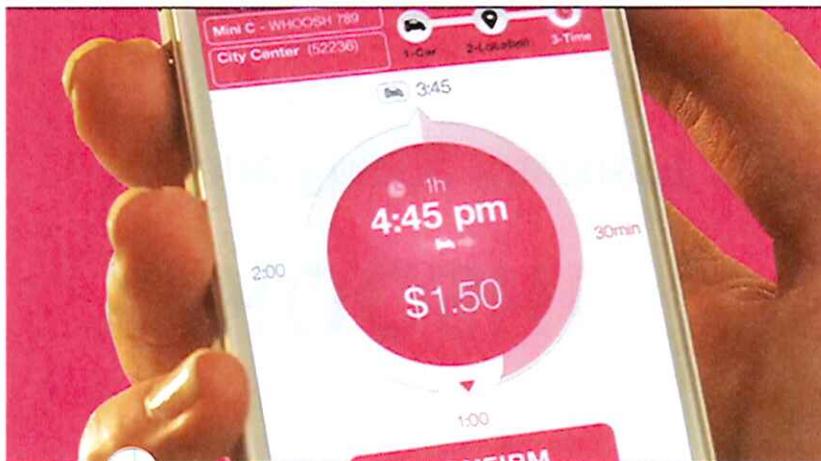
# WHOOSH!

Mobile Phone Payment Solution



# Whoosh!

*so easy to park*





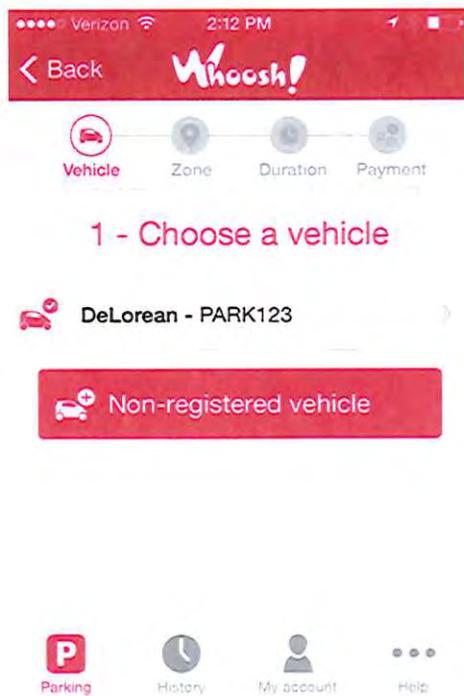
## *Mobile Phone Payment Solution*

Offered by Parkeon, leading provider of parking solutions throughout the world. Parkeon has over 40 years of experience in the parking industry and over 1,000 employees.

Whoosh! is integrated into Parkeon system for easy reporting and enforcement of parking meter payments.



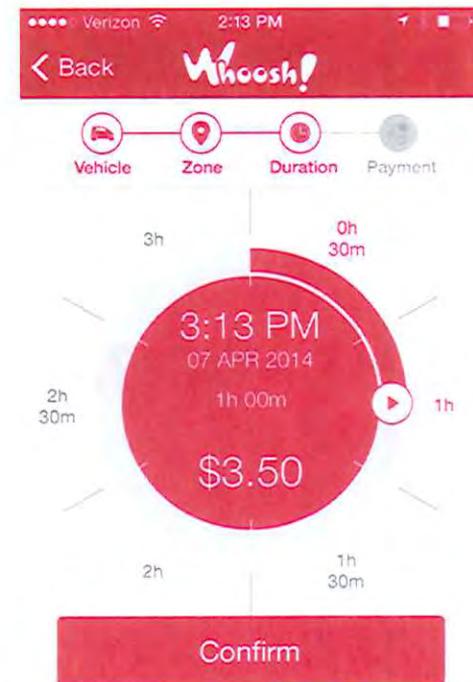
## How does Whoosh work?



**Choose your vehicle**



**Select closest meter**



**Select time and confirm purchase**



## *Provide motorists with every opportunity to pay*

No costs incurred by the city, university, or parking operator

Free registration for end user - no recurring cost

End user pays small convenience fee per transaction

Payments can be made through:

- Computers through the Whoosh! website  
([www.whooshstore.com](http://www.whooshstore.com))
- Smartphones through:
  - Android application
  - iPhone application
  - Mobile website

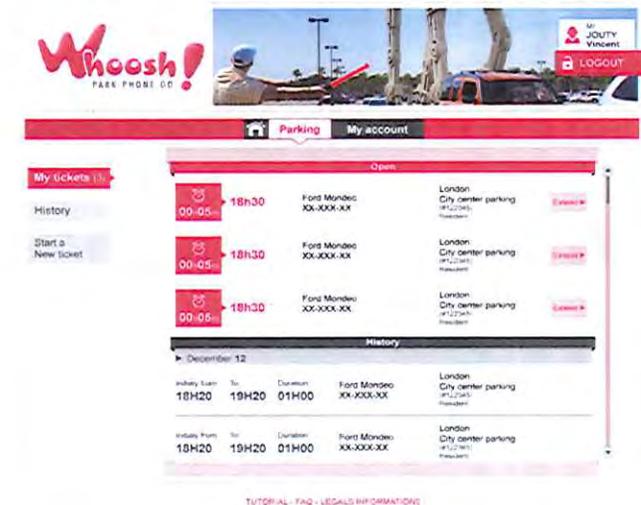




## Functionalities For The End User

### Added value services :

- Possibility to receive an end of stay reminder
- Extend parking remotely
- Parking payment history overview

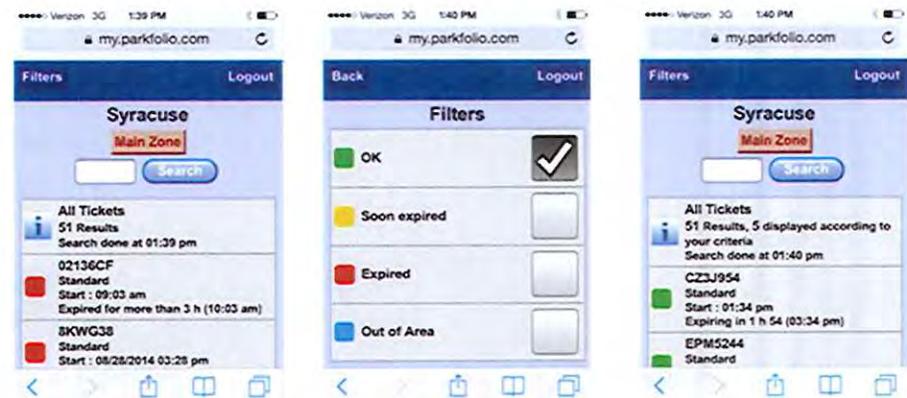




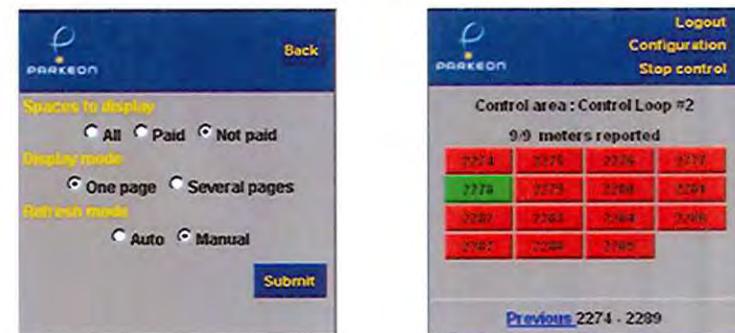
## Enforcement of the Whoosh Solution

### Two Enforcement Options

- Parkeon enforcement interface, adapted to most types of connected devices (ie iPhone)
- Parkeon API to interface with other enforcement technologies (ie License Plate Recognition)



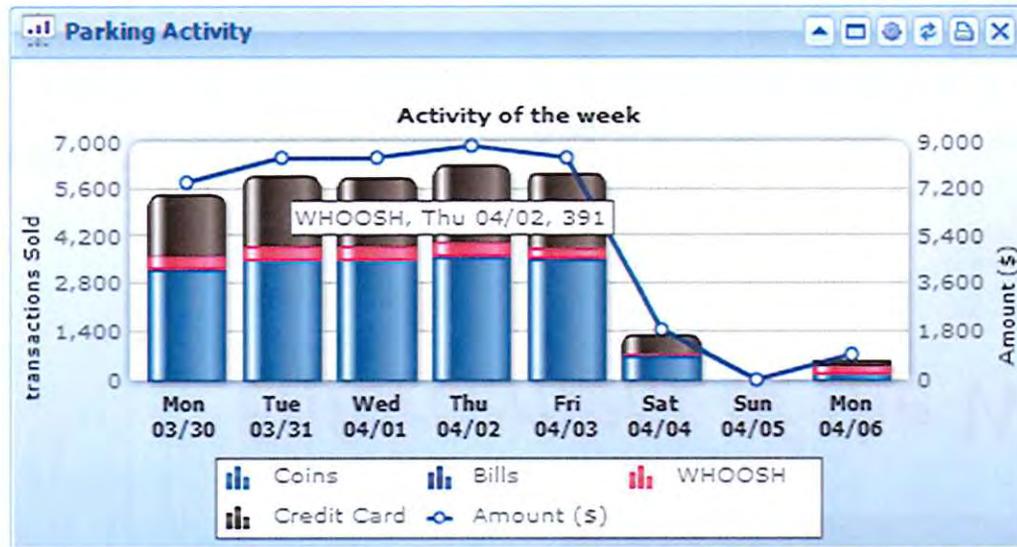
Example Plate Based Enforcement Tool



Example Space Based Enforcement Tool



## Fully integrated reporting in myParkfolio



## Tab 8 – Value Added Products and Services

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- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

## Added Value Services – Parkeon CLOUD System

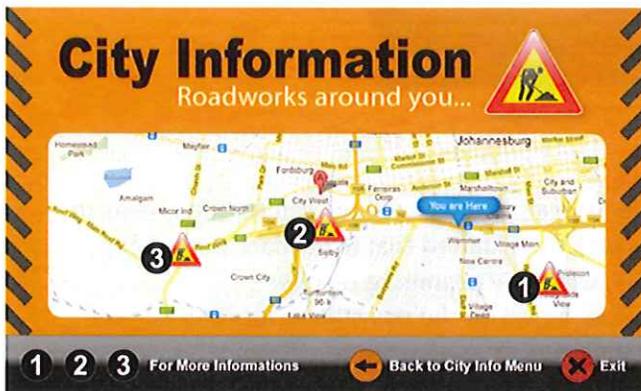
Through the Parkeon CLOUD system, the City can utilize Parkeon parking meters and the *Whoosh!* application to provide patrons and merchants services in addition to parking payment. The Cloud system architecture allows us to connect the machine to any web service and interact with it. We can then exchange and display information and radically expand the services at the machine.



Below are a few examples that demonstrate how a connected color screen can become the link between the people on the streets and the City.

### City News and Urgent Alerts

Utilize the full color display screen to provide news about upcoming events, roadwork in the area, or other information important for the public. We can also display Amber Alerts or tweets from the City to broadcast urgent messages.



City Information Feed



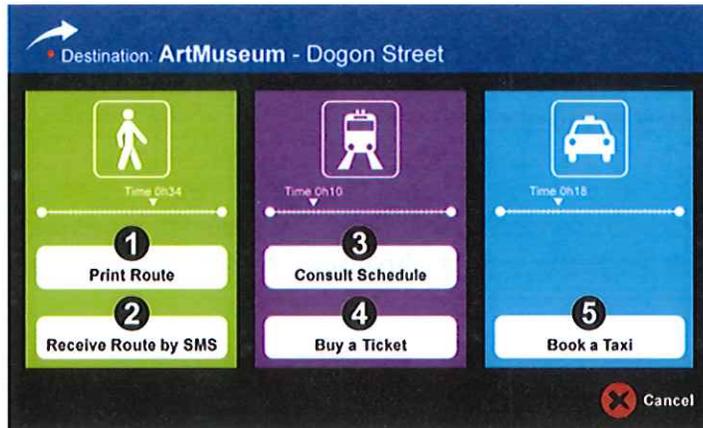
Missing Persons/Amber Alerts



Display of Twitter Messages on Meter Screen

## Tourism

What can I visit? How do I get there? What are the museum or theater hours? The Strada Color screen can connect to the Parkeon Cloud system and display information about places to visit, entertainment and QR codes to direct the user to the web site of a given place. There are endless possibilities to purchase entertainment and tourist tickets at the meter since the Strada can process payments and connect to web services via the Parkeon Cloud System.



## Coupons

Parkeon has a partnership with MasterCard in which we have a system where we can set merchants up for a couponing program and distribute coupons at the meters. A limited trial to validate the concept has been done in collaboration with Rockville Center, NY, with very promising results. We can manage the number and type of coupons available, based on the pay station location and the service can be proposed as an option at the end of a transaction or as a systematic "bonus" for the parker.



## Fine Payment

Collect more citation revenue and collect it quicker by accepting fine payment on the Strada. Parkeon can integrate with your current provider of citation management to allow seamless collection of citations.



With the Parkeon CLOUD system you get:

- A network of services on the street
- An additional channel to broadcast information to the population
- Information quickly updated and easily transmitted
- The communication system is not intrusive. The user only sees what he requests.
- Possibility to geographically position the news and services based on pay station location
- Tourist communication media available on the street

Finally, by working with such a flexible system, you can be assured that no matter what you want to do downtown in the future, Parkeon can partner with you to make it happen on our pay stations and on the Whoosh! application.

## System Integration

Parkeon has an open system, able to integrate with many different technologies. We have integrated with the following technologies and companies:

- Parking Guidance Applications (helps users find the best place to park) – ParkMe, Pango
- Vehicle Sensor Systems (helps enforcement officers know if a space is in violation) – fybr, Sensys
- License Plate Recognition (LPR) Systems (helps enforcement officers know which plate number is in violation) – Genetec, Federal Signal

- Handheld Enforcement Applications (helps enforcement officers quickly issue citations by offering all data within one handheld application) - Duncan Solutions, EDC AIMS, Schweers, T2 Systems, United Public Safety
- Mobile Phone Payment Solutions (helps enforcement officers quickly enforce both meter payments and mobile payments in the same handheld interface and allows for reporting of mobile transactions to appear in Parkeon's back-office system, myParkfolio) – Parkmobile, Passport Parking, Pay by Phone
- Single Space Parking Meters (Allows for reporting of single space meter transactions in Parkeon's back-office system, myParkfolio) – IPS Group, POM

## Tab 9 – Required Documents

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- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ ARRA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

## Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor

Parkeon Inc

Print Name

Ronald Kroes

Address

40 Twosome Drive, Ste 7

City, State, Zip

Moorestown, NJ 08057

Authorized signature



Date

4/29/15

# **Contractor Requirements**

## **Contractor Certification Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

### **Fingerprint & Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

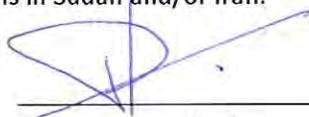
The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

### **Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature



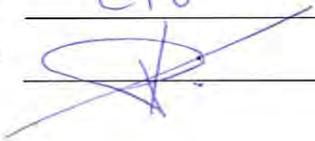
Date

4/29/15

## Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name Parkeon Inc  
Address 40 Twosome Drive Ste 7  
City/State/Zip Moorestown NJ 08057  
Telephone No. 856-234-8000  
Fax No. 856-234-7178  
Email address r.kroes@parkeon.com  
Printed name Ronald Kroes  
Position with company CEO  
Authorized signature 

## **ARRA Standard Terms and Conditions Addendum for Contracts and Grants**

If a contract or grant involves the use of funds from the federal American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("Recovery Act"), the following terms and conditions apply. As used in this Section, "Contractor/Grantee" means the contractor or grantee receiving Recovery Act funds under this agreement.

1. The Contractor/Grantee specifically agrees to comply with each of the terms and conditions contained herein.
2. Contractor/Grantee understands and acknowledges that the federal stimulus funding process is still evolving and that new requirements for Recovery Act compliance may still be forthcoming from federal government. Accordingly, Contractor/Grantee specifically agrees that both it and subcontractors/subgrantees will comply with all such requirements during the contract period.

### **AVAILABILITY OF FUNDING**

Contractor/Grantee agrees that programs supported with temporary federal funds made available from the Recovery Act may not be continued once the temporary federal funds are expended.

### **BUY AMERICA REQUIREMENT**

Contractor/Grantee agrees that pursuant to Section 1605 of Title XV of the Recovery Act, neither Contractor/Grantee or its subcontractors/subgrantees will use Recovery Act funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. This requirement shall be applied unless the use of alternative materials has been approved by a federal agency pursuant to Section 1605.

### **CONFLICTING REQUIREMENTS**

Contractor/Grantee agrees that, to the extent Recovery Act requirements conflict with the participating agencies requirements, the Recovery Act requirements shall control.

### **FALSE CLAIMS ACT**

Contractor/Grantee agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has submitted a claim under the federal False Claims Act, as amended, 31 U.S.C. §§3729-3733, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

Contractor/Grantee agrees that if Contractor/Grantee or one of its subcontractors/subgrantees fails to comply with all applicable federal and state requirements governing the use of Recovery Act funds, the participating agency may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to participating agency under all applicable state and federal laws.

### **INSPECTION OF RECORDS**

Contractor/Grantee agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the federal Inspector General Act of 1978, as amended, 5 U.S. App. §§3 and 8(g), or his representative to: (1) examine any records that directly pertain to, and involve

transactions relating to, this contract; and (2) interview any officer or employee of Contractor/Grantee or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the Recovery Act.

### **JOB POSTING REQUIREMENTS**

Section 1512 of the Recovery Act requires states receiving stimulus funds to report on jobs created and retained as a result of the stimulus funds. Contractors/Grantees who receive Recovery Act funded contracts are required to post jobs created and retained as a result of stimulus funds.

### **PROHIBITION ON USE OF RECOVERY ACT FUNDS**

Contractor/Grantee agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

### **REPORTING REQUIREMENTS**

Pursuant to Section 1512 of Title XV of the Recovery Act, entities receiving Recovery Act funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below. Accordingly, Contractor/Grantee agrees to provide the County with the following information in a timely manner:

- a. The total amount of Recovery Act funds received by Contractor/Grantee during the Reporting Period;
- b. The amount of Recovery Act funds that were expended or obligated during the Reporting Period;
- c. A detailed list of all projects or activities for which Recovery Act funds were expending or obligated, including:
  - i. the name of the project or activity;
  - ii. a description of the project or activity;
  - iii. an evaluation of the completion status of the project or activity; and
  - iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity;
- d. For any subcontracts or subgrants equal to or greater than \$25,000:
  - i. The name of the entity receiving the subaward;
  - ii. The amount of the subaward;
  - iii. The transaction type;
  - iv. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
  - v. Program source;
  - vi. An award title descriptive of the purpose of each funding action;
  - vii. The location of the entity receiving the subaward;
  - viii. The primary location of the subaward, including the city, state, congressional district and country; and
  - ix. A unique identifier of the entity receiving the sub-award and the parent entity of Contractor/Grantee, should the entity be owned by another.
  - x. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.
- e. For any subcontracts or subgrants of less than \$25,000 or to individuals, the information required in d may be reported in the aggregate and requires the certification of an authorized officer of Contractor/Grantee that the information contained in the report is accurate.
- f. Any other information reasonably requested by the County or required by state or federal law or regulation. Standard data elements and federal instructions for use in complying with reporting requirements under Section

1512 of the Recovery Act, are pending review by the federal government, and were published in the Federal Register, 74 Federal Register, 14824 (April 1, 2009), and are to be provided online at [www.FederalReporting.gov](http://www.FederalReporting.gov).

#### **SEGREGATION OF FUNDS**

Contractor/Grantee agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the Recovery Act may be comingled with any other funds or used for a purpose other than that of making payments for costs specifically allowable under the Recovery Act.

Contractor/Grantee agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the Recovery Act.

#### **WAGE REQUIREMENTS**

Contractor/Grantee agrees that, in accordance with Section 1606 of Title XVI of the Recovery Act, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the Recovery Act, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code

#### **WHISTLEBLOWER PROTECTION**

Contractor/Grantee agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the Recovery Act, which prohibits all non-federal Contractor/Grantees of Recovery Act funds from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to Recovery Act funds; (2) a gross waste of Recovery Act funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Recovery Act funds; (4) an abuse of authority related to implementation or use of Recovery Act funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Recovery Act funds. In addition, Contractor/Grantee agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of the Recovery Act.

## **FEMA Standard Terms and Conditions Addendum for Contracts and Grants**

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
  - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
  - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
  - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
  - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
  - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
  - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
  - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
  - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
    - 1) The copyright in any work developed under a grant or contract; and
    - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

## Required Clauses for Federal Assistance provided by FTA

### ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).*

### CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
  - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
  - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
  - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

*Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.*

#### **DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) **Prompt Payment.** Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) **DBE Program.** In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

#### **ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

#### **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

#### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

#### **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

## State Notice Addendum

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirement of said statutes:

Nationwide: [http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

Other States: Cities, Towns, Villages, and Boroughs

<b>No.</b>	<b>Cities, Towns, Villages and Boroughs in Oregon</b>	<b>No.</b>	<b>Cities, Towns, Villages and Boroughs in Oregon</b>
1	CEDAR MILL COMMUNITY LIBRARY	54	CITY OF MOSIER
2	CITY COUNTY INSURANCE SERVICES	55	CITY OF NEWBERG
3	CITY OF ADAIR VILLAGE	56	CITY OF NORTH PLAINS
4	CITY OF ALBANY	57	CITY OF OREGON CITY
5	CITY OF ASHLAND	58	CITY OF PHOENIX
6	CITY OF ASTORIA OREGON	59	CITY OF PILOT ROCK
7	CITY OF AUMSVILLE	60	CITY OF PORT ORFORD
8	CITY OF AURORA	61	CITY OF PORTLAND
9	CITY OF BEAVERTON	62	CITY OF POWERS
10	CITY OF BOARDMAN	63	CITY OF REDMOND
11	CITY OF BURNS	64	CITY OF REEDSPORT
12	CITY OF CANBY	65	CITY OF RIDDLE
13	CITY OF CANNON BEACH OR	66	CITY OF SALEM
14	CITY OF CANYONVILLE	67	CITY OF SANDY
15	CITY OF CENTRAL POINT POLICE DEPARTMENT	68	CITY OF SANDY
16	CITY OF CLATSKANIE	69	CITY OF SCAPPOOSE
17	CITY OF COBURG	70	CITY OF SEASIDE
18	CITY OF CONDON	71	CITY OF SHADY COVE
19	CITY OF COOS BAY	72	CITY OF SHERWOOD
20	CITY OF CORVALLIS	73	CITY OF SPRINGFIELD
21	CITY OF COTTAGE GROVE	74	CITY OF ST. PAUL
22	CITY OF CRESWELL	75	CITY OF STAYTON
23	CITY OF DALLAS	76	CITY OF TIGARD, OREGON
24	CITY OF DAMASCUS	77	CITY OF TUALATIN, OREGON
25	CITY OF DUNDEE	78	CITY OF WARRENTON
26	CITY OF EAGLE POINT	79	CITY OF WEST LINN/PARKS
27	CITY OF ECHO	80	CITY OF WILSONVILLE
28	CITY OF ESTACADA	81	CITY OF WINSTON
29	CITY OF EUGENE	82	CITY OF WOOD VILLAGE
30	CITY OF FAIRVIEW	83	CITY OF WOODBURN
31	CITY OF FALLS CITY	84	CITY OF YACHATS
32	CITY OF GATES	85	FLORENCE AREA CHAMBER OF COMMERCE
33	CITY OF GEARHART	86	GASTON RURAL FIRE DEPARTMENT
34	CITY OF GERVAIS	87	GLADSTONE POLICE DEPARTMENT
35	CITY OF GOLD HILL	88	HOUSING AUTHORITY OF THE CITY OF SALEM
36	CITY OF GRANTS PASS	89	KEIZER POLICE DEPARTMENT
37	CITY OF GRESHAM	90	LEAGUE OF OREGON CITIES
38	CITY OF HAPPY VALLEY	91	MALIN COMMUNITY PARK AND RECREATION DISTRICT
39	CITY OF HILLSBORO	92	METRO
40	CITY OF HOOD RIVER	93	MONMOUTH - INDEPENDENCE NETWORK
41	CITY OF JOHN DAY	94	PORTLAND DEVELOPMENT COMMISSION
42	CITY OF KLAMATH FALLS	95	RAINIER POLICE DEPARTMENT
43	CITY OF LA GRANDE	96	RIVERGROVE WATER DISTRICT
44	CITY OF LAKE OSWEGO	97	SUNSET EMPIRE PARK AND RECREATION
45	CITY OF LAKESIDE	98	THE NEWPORT PARK AND RECREATION CENTER
46	CITY OF LEBANON	99	TILLAMOOK PEOPLES UTILITY DISTRICT
47	CITY OF MALIN	100	TUALATIN VALLEY FIRE & RESCUE
48	CITY OF MCMINNVILLE	101	WEST VALLEY HOUSING AUTHORITY
49	CITY OF MEDFORD		
50	CITY OF MILL CITY	<b>No.</b>	<b>Counties and Parishes</b>
51	CITY OF MILLERSBURG	1	ASSOCIATION OF OREGON COUNTIES
52	CITY OF MILWAUKIE	2	BENTON COUNTY
53	CITY OF MORO	3	CLACKAMAS COUNTY DEPT OF TRANSPORTATION
		4	CLATSOP COUNTY
		5	COLUMBIA COUNTY, OREGON
		6	COOS COUNTY HIGHWAY DEPARTMENT
		7	CROOK COUNTY ROAD DEPARTMENT

8 CURRY COUNTY OREGON  
 9 DESCHUTES COUNTY  
 10 DOUGLAS COUNTY  
 11 GILLIAM COUNTY  
 12 GILLIAM COUNTY OREGON  
 13 GRANT COUNTY, OREGON  
 14 HARNEY COUNTY SHERIFFS OFFICE  
 15 HOOD RIVER COUNTY  
 16 HOUSING AUTHORITY OF CLACKAMAS COUNTY  
 17 JACKSON COUNTY HEALTH AND HUMAN SERVICES  
 18 JEFFERSON COUNTY  
 19 KLAMATH COUNTY VETERANS SERVICE OFFICE  
 20 LAKE COUNTY  
 21 LANE COUNTY  
 22 LINCOLN COUNTY  
 23 LINN COUNTY  
 24 MARION COUNTY , SALEM, OREGON  
 25 MORROW COUNTY  
 26 MULTNOMAH COUNTY  
 27 MULTNOMAH COUNTY  
 28 MULTNOMAH LAW LIBRARY  
 29 NAMI LANE COUNTY  
 30 POLK COUNTY  
 31 SHERMAN COUNTY  
 32 UMATILLA COUNTY, OREGON  
 33 UNION COUNTY  
 34 WALLOWA COUNTY  
 35 WASCO COUNTY  
 36 WASHINGTON COUNTY  
 37 YAMHILL COUNTY  
 1 BOARD OF WATER SUPPLY  
 2 COUNTY OF HAWAII  
 3 MAUI COUNTY COUNCIL

**No. Higher Education**

1 BIRTHINGWAY COLLEGE OF MIDWIFERY  
 2 BLUE MOUNTAIN COMMUNITY COLLEGE  
 3 CENTRAL OREGON COMMUNITY COLLEGE  
 4 CHEMEKETA COMMUNITY COLLEGE  
 5 CLACKAMAS COMMUNITY COLLEGE  
 6 COLUMBIA GORGE COMMUNITY COLLEGE  
 7 GEORGE FOX UNIVERSITY  
 8 KLAMATH COMMUNITY COLLEGE DISTRICT  
 9 LANE COMMUNITY COLLEGE  
 10 LEWIS AND CLARK COLLEGE  
 11 LINFIELD COLLEGE  
 12 LINN-BENTON COMMUNITY COLLEGE  
 13 MARYLHURST UNIVERSITY  
 14 MT. HOOD COMMUNITY COLLEGE  
 15 MULTNOMAH BIBLE COLLEGE  
 16 NATIONAL COLLEGE OF NATURAL MEDICINE  
 17 NORTHWEST CHRISTIAN COLLEGE  
 18 OREGON HEALTH AND SCIENCE UNIVERSITY  
 19 OREGON UNIVERSITY SYSTEM  
 20 PACIFIC UNIVERSITY  
 21 PORTLAND COMMUNITY COLLEGE  
 22 PORTLAND STATE UNIV.  
 23 REED COLLEGE  
 24 ROGUE COMMUNITY COLLEGE  
 25 SOUTHWESTERN OREGON COMMUNITY COLLEGE  
 26 TILLAMOOK BAY COMMUNITY COLLEGE  
 27 UMPQUA COMMUNITY COLLEGE  
 28 WESTERN STATES CHIROPRACTIC COLLEGE  
 29 WILLAMETTE UNIVERSITY  
 1 ARGOSY UNIVERSITY  
 2 BRIGHAM YOUNG UNIVERSITY - HAWAII  
 3 COLLEGE OF THE MARSHALL ISLANDS  
 4 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
 5 UNIVERSITY OF HAWAII AT MANOA

**No. K - 12**

1 ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL  
 2 BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD

3 BAKER SCHOOL DISTRICT 5-J  
 4 BANDON SCHOOL DISTRICT  
 5 BANKS SCHOOL DISTRICT  
 6 BEAVERTON SCHOOL DISTRICT  
 7 BEND / LA PINE SCHOOL DISTRICT  
 8 BEND-LA PINE SCHOOL DISTRICT  
 9 BROOKING HARBOR SCHOOL DISTRICT NO.17-C  
 10 CANBY SCHOOL DISTRICT  
 11 CANYONVILLE CHRISTIAN ACADEMY  
 12 CASCADE SCHOOL DISTRICT  
 13 CASCADES ACADEMY OF CENTRAL OREGON  
 14 CENTENNIAL SCHOOL DISTRICT  
 15 CENTRAL CATHOLIC HIGH SCHOOL  
 16 CENTRAL POINT SCHOOL DISTRICT NO. 6  
 17 CENTRAL SCHOOL DISTRICT 13J  
 18 CLACKAMAS EDUCATION SERVICE DISTRICT  
 19 COOS BAY SCHOOL DISTRICT  
 20 COOS BAY SCHOOL DISTRICT NO.9  
 21 COQUILLE SCHOOL DISTRICT 8  
 22 COUNTY OF YAMHILL SCHOOL DISTRICT 29  
 23 CRESWELL SCHOOL DISTRICT  
 24 CROSSROADS CHRISTIAN SCHOOL  
 25 CULVER SCHOOL DISTRICT NO.  
 26 DALLAS SCHOOL DISTRICT NO. 2  
 27 DAVID DOUGLAS SCHOOL DISTRICT  
 28 DAYTON SCHOOL DISTRICT NO.8  
 29 DE LA SALLE N CATHOLIC HS  
 30 DESCHUTES COUNTY SD NO.6 - SISTERS SD  
 31 DOUGLAS COUNTY SCHOOL DISTRICT 116  
 32 DOUGLAS EDUCATION SERVICE DISTRICT  
 33 DUFUR SCHOOL DISTRICT NO.29  
 34 ELKTON SCHOOL DISTRICT NO.34  
 35 ESTACADA SCHOOL DISTRICT NO.108  
 36 FOREST GROVE SCHOOL DISTRICT  
 37 GASTON SCHOOL DISTRICT 511J  
 38 GEN CONF OF SDA CHURCH WESTERN OR  
 39 GLADSTONE SCHOOL DISTRICT  
 40 GLENDALE SCHOOL DISTRICT  
 41 GLIDE SCHOOL DISTRICT NO.12  
 42 GRANTS PASS SCHOOL DISTRICT 7  
 43 GREATER ALBANY PUBLIC SCHOOL DISTRICT  
 44 GRESHAM-BARLOW SCHOOL DISTRICT  
 45 HARNEY COUNTY SCHOOL DIST. NO.3  
 46 HARNEY EDUCATION SERVICE DISTRICT  
 47 HEAD START OF LANE COUNTY  
 48 HERITAGE CHRISTIAN SCHOOL  
 49 HIGH DESERT EDUCATION SERVICE DISTRICT  
 50 HOOD RIVER COUNTY SCHOOL DISTRICT  
 51 JACKSON CO SCHOOL DIST NO.9  
 52 JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
 53 JEFFERSON SCHOOL DISTRICT  
 54 KLAMATH FALLS CITY SCHOOLS  
 55 LA GRANDE SCHOOL DISTRICT  
 56 LAKE OSWEGO SCHOOL DISTRICT 7J  
 57 LANE COUNTY SCHOOL DISTRICT 4J  
 58 LANE COUNTY SCHOOL DISTRICT 69  
 59 LEBANON COMMUNITY SCHOOLS NO.9  
 60 LINCOLN COUNTY SCHOOL DISTRICT  
 61 LINN CO. SCHOOL DIST. 95C - SCIO SD  
 62 LOST RIVER JR/SR HIGH SCHOOL  
 63 LOWELL SCHOOL DISTRICT NO.71  
 64 MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES  
 65 MCMINNVILLE SCHOOL DISTRICT NO.40  
 66 MEDFORD SCHOOL DISTRICT 549C  
 67 MITCH CHARTER SCHOOL  
 68 MOLALLA RIVER ACADEMY  
 69 MOLALLA RIVER SCHOOL DISTRICT NO.35  
 70 MONROE SCHOOL DISTRICT NO.1J  
 71 MORROW COUNTY SCHOOL DISTRICT  
 72 MT. ANGEL SCHOOL DISTRICT NO.91  
 73 MT.SCOTT LEARNING CENTERS  
 74 MULTISENSORY LEARNING ACADEMY

75	MULTNOMAH EDUCATION SERVICE DISTRICT	16	BONNEVILLE ENVIRONMENTAL FOUNDATION
76	MYRTLE POINT SCHOOL DISTRICT NO.41	17	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
77	NEAH-KAH-NIE DISTRICT NO.56	18	BROAD BASE PROGRAMS INC.
78	NESTUCCA VALLEY SCHOOL DISTRICT NO.101	19	CANBY FOURSQUARE CHURCH
79	NOBEL LEARNING COMMUNITIES	20	CANCER CARE RESOURCES
80	NORTH BEND SCHOOL DISTRICT 13	21	CASCADIA BEHAVIORAL HEALTHCARE
81	NORTH CLACKAMAS SCHOOL DISTRICT	22	CASCADIA REGION GREEN BUILDING COUNCIL
82	NORTH SANTIAM SCHOOL DISTRICT 29J	23	CATHOLIC CHARITIES
83	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	24	CATHOLIC COMMUNITY SERVICES
84	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	25	CENTER FOR RESEARCH TO PRACTICE
85	NYSSA SCHOOL DISTRICT NO. 26	26	CENTRAL BIBLE CHURCH
86	ONTARIO MIDDLE SCHOOL	27	CENTRAL CITY CONCERN
87	OREGON TRAIL SCHOOL DISTRICT NO.46	28	CENTRAL DOUGLAS COUNTY FAMILY YMCA
88	OUR LADY OF THE LAKE SCHOOL	29	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
89	PHILOMATH SCHOOL DISTRICT	30	CHILDPACE MONTESSORI
90	PHOENIX-TALENT SCHOOL DISTRICT NO.4	31	CITY BIBLE CHURCH
91	PORTLAND ADVENTIST ACADEMY	32	CLACKAMAS RIVER WATER
92	PORTLAND JEWISH ACADEMY	33	CLASSROOM LAW PROJECT
93	PORTLAND PUBLIC SCHOOLS	34	COAST REHABILITATION SERVICES
94	RAINIER SCHOOL DISTRICT	35	COLLEGE HOUSING NORTHWEST
95	REDMOND SCHOOL DISTRICT	36	COLUMBIA COMMUNITY MENTAL HEALTH
96	REEDSPORT SCHOOL DISTRICT	37	COMMUNITY ACTION ORGANIZATION
97	REYNOLDS SCHOOL DISTRICT	38	COMMUNITY ACTION TEAM, INC.
98	ROGUE RIVER SCHOOL DISTRICT NO.35	39	COMMUNITY CANCER CENTER
99	ROSEBURG PUBLIC SCHOOLS	40	COMMUNITY HEALTH CENTER, INC
100	SALEM-KEIZER PUBLIC SCHOOLS	41	COMMUNITY VETERINARY CENTER
101	SCAPPOOSE SCHOOL DISTRICT 1J	42	CONFEDERATED TRIBES OF GRAND RONDE
102	SEASIDE SCHOOL DISTRICT 10	43	CONSERVATION BIOLOGY INSTITUTE
103	SEVEN PEAKS SCHOOL	44	CONTEMPORARY CRAFTS MUSEUM AND GALLERY
104	SHERWOOD SCHOOL DISTRICT 88J	45	CORVALLIS MOUNTAIN RESCUE UNIT
105	SILVER FALLS SCHOOL DISTRICT	46	COVENANT CHRISTIAN HOOD RIVER
106	SIUSLAW SCHOOL DISTRICT	47	COVENANT RETIREMENT COMMUNITIES
107	SOUTH COAST EDUCATION SERVICE DISTRICT	48	DECISION SCIENCE RESEARCH INSTITUTE, INC.
108	SOUTH LANE SCHOOL DISTRICT 45J3	49	DELIGHT VALLEY CHURCH OF CHRIST
109	SOUTHERN OREGON EDUCATION SERVICE DISTRICT	50	DOGS FOR THE DEAF, INC.
110	SOUTHWEST CHARTER SCHOOL	51	DOUGLAS ELECTRIC COOPERATIVE, INC.
111	SPRINGFIELD SCHOOL DISTRICT NO.19	52	EAST HILL CHURCH
112	STANFIELD SCHOOL DISTRICT	53	EAST SIDE FOURSQUARE CHURCH
113	SWEET HOME SCHOOL DISTRICT NO.55	54	EAST WEST MINISTRIES INTERNATIONAL
114	THE CATLIN GABEL SCHOOL	55	EDUCATIONAL POLICY IMPROVEMENT CENTER
115	TIGARD-TUALATIN SCHOOL DISTRICT	56	ELMIRA CHURCH OF CHRIST
116	UMATILLA-MORROW ESD	57	EMERALD PUD
117	VERNONIA SCHOOL DISTRICT 47J	58	EMMAUS CHRISTIAN SCHOOL
118	WEST HILLS COMMUNITY CHURCH	59	EN AVANT, INC.
119	WEST LINN WILSONVILLE SCHOOL DISTRICT	60	ENTERPRISE FOR EMPLOYMENT AND EDUCATION
120	WHITEAKER MONTESSORI SCHOOL	61	EUGENE BALLET COMPANY
121	YONCALLA SCHOOL DISTRICT NO.32	62	EUGENE SYMPHONY ASSOCIATION, INC.
1	CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	63	EUGENE WATER & ELECTRIC BOARD
2	EMMANUAL LUTHERAN SCHOOL	64	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
3	HANAHAU'OLI SCHOOL	65	FAIR SHARE RESEARCH AND EDUCATION FUND
4	HAWAII TECHNOLOGY ACADEMY	66	FAITH CENTER
5	ISLAND SCHOOL	67	FAITHFUL SAVIOR MINISTRIES
6	KAMEHAMEHA SCHOOLS	68	FAMILIES FIRST OF GRANT COUNTY, INC.
7	KE KULA O S. M. KAMAKAU	69	FANCONI ANEMIA RESEARCH FUND INC.
8	MARYKNOLL SCHOOL	70	FARMWORKER HOUISNG DEV CORP
9	PACIFIC BUDDHIST ACADEMY	71	FIRST CHURCH OF THE NAZARENE
<b>No.</b>	<b>Nonprofit &amp; Other</b>	72	FIRST UNITARIAN CHURCH
1	211INFO	73	FORD FAMILY FOUNDATION
2	ACUMENTRA HEALTH	74	FOUNDATIONS FOR A BETTER OREGON
3	ADDICTIONS RECOVERY CENTER, INC	75	FRIENDS OF THE CHILDREN
4	ALLFOURONE/CRESTVIEW CONFERENCE CTR.	76	GATEWAY TO COLLEGE NATIONAL NETWORK
5	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	77	GOAL ONE COALITION
6	ALZHEIMERS NETWORK OF OREGON	78	GOLD BEACH POLICE DEPARTMENT
7	ASHLAND COMMUNITY HOSPITAL	79	GOOD SHEPHERD COMMUNITIES
8	AṒHENA LIBRARY FRIENDS ASSOCIATION	80	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
9	BARLOW YOUTH FOOTBALL	81	GRANT PARK CHURCH
10	BAY AREA FIRST STEP, INC.	82	GRANTS PASS MANAGEMENT SERVICES, DBA
11	BENTON HOSPICE SERVICE	83	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
12	BETHEL CHURCH OF GOD	84	HALFWAY HOUSE SERVICES, INC.
13	BIRCH COMMUNITY SERVICES, INC.	85	HEARING AND SPEECH INSTITUTE INC
14	BLACHLY LANE ELECTRIC COOPERATIVE	86	HELP NOWI ADVOCACY CENTER
15	BLIND ENTERPRISES OF OREGON	87	HIGHLAND HAVEN

88	HIGHLAND UNITED CHURCH OF CHRIST	160	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
89	HIV ALLIANCE, INC	161	PORT CITY DEVELOPMENT CENTER
90	HOUSING AUTHORITY OF LINCOLN COUNTY	162	PORTLAND ART MUSEUM
91	HOUSING AUTHORITY OF PORTLAND	163	PORTLAND BUSINESS ALLIANCE
92	HOUSING NORTHWEST	164	PORTLAND HABILITATION CENTER, INC.
93	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	165	PORTLAND SCHOOLS FOUNDATION
94	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	166	PORTLAND WOMENS CRISIS LINE
95	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	167	PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND
96	IRCO	168	PRINGLE CREEK SUSTAINABLE LIVING CENTER
97	JASPER MOUNTAIN	169	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
98	JUNIOR ACHIEVEMENT	170	QUADRIPLIGICS UNITED AGAINST DEPENDENCY, INC.
99	KLAMATH HOUSING AUTHORITY	171	REBUILDING TOGETHER - PORTLAND INC.
100	LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	172	REGIONAL ARTS AND CULTURE COUNCIL
101	LA GRANDE UNITED METHODIST CHURCH	173	RELEVANT LIFE CHURCH
102	LANE ELECTRIC COOPERATIVE	174	RENEWABLE NORTHWEST PROJECT
103	LANE MEMORIAL BLOOD BANK	175	ROGUE FEDERAL CREDIT UNION
104	LANECO FEDERAL CREDIT UNION	176	ROSE VILLA, INC.
105	LAUREL HILL CENTER	177	SACRED HEART CATHOLIC DAUGHTERS
106	LIFEWORKS NW	178	SAIF CORPORATION
107	LIVING WAY FELLOWSHIP	179	SAINT ANDREW NATIVITY SCHOOL
108	LOAVES & FISHES CENTERS, INC.	180	SAINT CATHERINE OF SIENA CHURCH
109	LOCAL GOVERNMENT PERSONNEL INSTITUTE	181	SAINT JAMES CATHOLIC CHURCH
110	LOOKING GLASS YOUTH AND FAMILY SERVICES	182	SALEM ALLIANCE CHURCH
111	MACDONALD CENTER	183	SALEM ELECTRIC
112	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	184	SALMON-SAFE INC.
113	METRO HOME SAFETY REPAIR PROGRAM	185	SCIENCEWORKS
114	METROPOLITAN FAMILY SERVICE	186	SE WORKS
115	MID COLUMBIA COUNCIL OF GOVERNMENTS	187	SECURITY FIRST CHILD DEVELOPMENT CENTER
116	MID-COLUMBIA CENTER FOR LIVING	188	SELF ENHANCEMENT INC.
117	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	189	SERENITY LANE
118	MORNING STAR MISSIONARY BAPTIST CHURCH	190	SEXUAL ASSAULT RESOURCE CENTER
119	MORRISON CHILD AND FAMILY SERVICES	191	SEXUAL ASSAULT RESOURCE CENTER
120	MOSAIC CHURCH	192	SHELTERCARE
121	NATIONAL PSORIASIS FOUNDATION	193	SHERIDAN JAPANESE SCHOOL FOUNDATION
122	NATIONAL WILD TURKEY FEDERATION	194	SHERMAN DEVELOPMENT LEAGUE, INC.
123	NEW AVENUES FOR YOUTH INC	195	SILVERTON AREA COMMUNITY AID
124	NEW BEGINNINGS CHRISTIAN CENTER	196	SISKIYOU INITIATIVE
125	NEW HOPE COMMUNITY CHURCH	197	SMART
126	NEWBERG FRIENDS CHURCH	198	SOCIAL VENTURE PARTNERS PORTLAND
127	NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	199	SOUTH COAST HOSPICE, INC.
128	NORTHWEST FOOD PROCESSORS ASSOCIATION	200	SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
129	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	201	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
130	NORTHWEST REGIONAL EDUCATIONAL LABORATORY	202	SOUTHERN OREGON HUMANE SOCIETY
131	NORTHWEST YOUTH CORPS	203	SPARC ENTERPRISES
132	OCHIN	204	SPIRIT WIRELESS
133	OHSU FOUNDATION	205	SPONSORS, INC.
134	OLIVET BAPTIST CHURCH	206	SPOTLIGHT THEATRE OF PLEASANT HILL
135	OMNIMEDIX INSTITUTE	207	SPRINGFIELD UTILITY BOARD
136	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	208	ST VINCENT DE PAUL
137	OREGON BALLET THEATRE	209	ST. ANTHONY CHURCH
138	OREGON CITY CHURCH OF THE NAZARENE	210	ST. ANTHONY SCHOOL
139	OREGON COAST COMMUNITY ACTION	211	ST. MARYS OF MEDFORD, INC.
140	OREGON DEATH WITH DIGNITY	212	ST. VINCENT DEPAUL OF LANE COUNTY
141	OREGON DONOR PROGRAM	213	STAND FOR CHILDREN
142	OREGON EDUCATION ASSOCIATION	214	STAR OF HOPE ACTIVITY CENTER INC.
143	OREGON ENVIRONMENTAL COUNCIL	215	SUMMIT VIEW COVENANT CHURCH
144	OREGON MUSUEM OF SCIENCE AND INDUSTRY	216	SUNNYSIDE FOURSQUARE CHURCH
145	OREGON PROGRESS FORUM	217	SUNRISE ENTERPRISES
146	OREGON REPERTORY SINGERS	218	SUSTAINABLE NORTHWEST
147	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	219	TENAS ILLAHEE CHILDCARE CENTER
148	OREGON SUPPORTED LIVING PROGRAM	220	THE EARLY EDUCATION PROGRAM, INC.
149	OSLC COMMUNITY PROGRAMS	221	THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
150	OUTSIDE IN	222	THE NEXT DOOR
151	OUTSIDE IN	223	THE OREGON COMMUNITY FOUNDATION
152	PACIFIC CASCADE FEDERAL CREDIT UNION	224	THE SALVATION ARMY - CASCADE DIVISION
153	PACIFIC FISHERY MANAGEMENT COUNCIL	225	TILLAMOOK CNTY WOMENS CRISIS CENTER
154	PACIFIC INSTITUTES FOR RESEARCH	226	TILLAMOOK ESTUARIES PARTNERSHIP
155	PACIFIC STATES MARINE FISHERIES COMMISSION	227	TOUCHSTONE PARENT ORGANIZATION
156	PARALYZED VETERANS OF AMERICA	228	TRAILS CLUB
157	PARTNERSHIPS IN COMMUNITY LIVING, INC.	229	TRAINING EMPLOYMENT CONSORTIUM
158	PENDLETON ACADEMIES	230	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
159	PENTAGON FEDERAL CREDIT UNION		

231 TRILLIUM FAMILY SERVICES, INC.  
 232 UMPQUA COMMUNITY DEVELOPMENT CORPORATION  
 233 UNION GOSPEL MISSION  
 234 UNITED CEREBRAL PALSY OF OR AND SW WA  
 235 UNITED WAY OF THE COLUMBIA WILLAMETTE  
 236 US CONFERENCE OF MENONNITE BRETHERN CHURCHES  
 237 US FISH AND WILDLIFE SERVICE  
 238 USAGENCIES CREDIT UNION  
 239 VERMONT HILLS FAMILY LIFE CENTER  
 240 VIRGINIA GARCIA MEMORIAL HEALTH CENTER  
 241 VOLUNTEERS OF AMERICA OREGON  
 242 WE CARE OREGON  
 243 WESTERN RIVERS CONSERVANCY  
 244 WESTERN STATES CENTER  
 245 WESTSIDE BAPTIST CHURCH  
 246 WILD SALMON CENTER  
 247 WILLAMETTE FAMILY  
 248 WILLAMETTE VIEW INC.  
 249 WOODBURN AREA CHAMBER OF COMMERCE  
 250 WORD OF LIFE COMMUNITY CHURCH  
 251 WORKSYSTEMS INC  
 252 YOUTH GUIDANCE ASSOC.  
 253 YWCA SALEM  
 1 ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA  
 2 ALOHACARE  
 3 AMERICAN LUNG ASSOCIATION  
 4 BISHOP MUSEUM  
 5 BUILDING INDUSTRY ASSOCIATION OF HAWAII  
 6 CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST  
 7 EAH, INC.  
 8 EASTER SEALS HAWAII  
 9 GOODWILL INDUSTRIES OF HAWAII, INC.  
 10 HABITAT FOR HUMANITY MAUI  
 11 HALE MAHAOLU  
 12 HAROLD K.L. CASTLE FOUNDATION  
 13 HAWAII AGRICULTURE RESEARCH CENTER  
 14 HAWAII EMPLOYERS COUNCIL  
 15 HAWAII FAMILY LAW CLINIC DBA ALA KUOLA  
 16 HONOLULU HABITAT FOR HUMANITY  
 17 IUPAT, DISTRICT COUNCIL 50  
 18 LANAKILA REHABILITATION CENTER INC.  
 19 LEEWARD HABITAT FOR HUMANITY  
 20 MAUI COUNTY FCU  
 21 MAUI ECONOMIC DEVELOPMENT BOARD  
 22 MAUI ECONOMIC OPPORTUNITY, INC.  
 23 MAUI FAMILY YMCA  
 24 NA HALE O MAUI  
 25 NA LEI ALOHA FOUNDATION  
 26 NETWORK ENTERPRISES, INC.  
 27 ORI ANUENUE HALE, INC.  
 28 PARTNERS IN DEVELOPMENT FOUNDATION  
 29 POLYNESIAN CULTURAL CENTER  
 30 PUNAHOU SCHOOL  
 31 ST. THERESA CHURCH  
 32 WAIANAEE COMMUNITY OUTREACH  
 33 WAILUKU FEDERAL CREDIT UNION  
 34 YMCA OF HONOLULU

**No. Special/Independent Districts**

1 BAY AREA HOSPITAL DISTRICT  
 2 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
 3 CENTRAL OREGON IRRIGATION DISTRICT  
 4 CHEHALEM PARK AND RECREATION DISTRICT  
 5 CITY COUNTY INSURANCE SERVICES  
 6 CLEAN WATER SERVICES  
 7 COLUMBIA 911 COMMUNICATIONS DISTRICT  
 8 COLUMBIA RIVER PUD

9 DESCHUTES COUNTY RFPD NO.2  
 10 DESCHUTES PUBLIC LIBRARY SYSTEM  
 11 EAST MULTNOMAH SOIL AND WATER CONSERVANCY  
 12 GASTON RURAL FIRE DEPARTMENT  
 13 GLADSTONE POLICE DEPARTMENT  
 14 GLENDALE RURAL FIRE DISTRICT  
 15 HOODLAND FIRE DISTRICT NO.74  
 16 HOODLAND FIRE DISTRICT #74  
 17 HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY  
 18 KLAMATH COUNTY 9-1-1  
 19 LANE EDUCATION SERVICE DISTRICT  
 20 LANE TRANSIT DISTRICT  
 21 MALIN COMMUNITY PARK AND RECREATION DISTRICT  
 22 MARION COUNTY FIRE DISTRICT #1  
 23 METRO  
 24 METROPOLITAN EXPOSITION-RECREATION COMMISSION  
 25 MONMOUTH - INDEPENDENCE NETWORK  
 26 MULTONAH COUNTY DRAINAGE DISTRICT #1  
 27 NEAH KAH NIE WATER DISTRICT  
 28 NW POWER POOL  
 29 OAK LODGE WATER DISTRICT  
 30 OR INT'L PORT OF COOS BAY  
 31 PORT OF ST HELENS  
 32 PORT OF UMPQUA  
 33 REGIONAL AUTOMATED INFORMATION NETWORK  
 34 RIVERGROVE WATER DISTRICT  
 35 SALEM AREA MASS TRANSIT DISTRICT  
 36 SANDY FIRE DISTRICT NO. 72  
 37 SUNSET EMPIRE PARK AND RECREATION  
 38 THE NEWPORT PARK AND RECREATION CENTER  
 39 THE PORT OF PORTLAND  
 40 TILLAMOOK PEOPLES UTILITY DISTRICT  
 41 TUALATIN HILLS PARK AND RECREATION DISTRICT  
 42 TUALATIN VALLEY FIRE & RESCUE  
 43 TUALATIN VALLEY WATER DISTRICT  
 44 UNION SOIL & WATER CONSERVATION DISTRICT  
 45 WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT  
 46 WEST VALLEY HOUSING AUTHORITY  
 47 WILLAMALANE PARK AND RECREATION DISTRICT  
 48 YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

**No. State Agencies**

1 BOARD OF MEDICAL EXAMINERS  
 2 OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
 3 OFFICE OF THE STATE TREASURER  
 4 OREGON BOARD OF ARCHITECTS  
 5 OREGON CHILD DEVELOPMENT COALITION  
 6 OREGON DEPARTMENT OF EDUCATION  
 7 OREGON DEPARTMENT OF FORESTRY  
 8 OREGON DEPT OF TRANSPORTATION  
 9 OREGON DEPT. OF EDUCATION  
 10 OREGON LOTTERY  
 11 OREGON OFFICE OF ENERGY  
 12 OREGON STATE BOARD OF NURSING  
 13 OREGON STATE POLICE  
 14 OREGON TOURISM COMMISSION  
 15 OREGON TRAVEL INFORMATION COUNCIL  
 16 SANTIAM CANYON COMMUNICATION CENTER  
 17 SEIU LOCAL 503, OPEU  
 1 ADMIN. SERVICES OFFICE  
 2 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
 3 HAWAII HEALTH SYSTEMS CORPORATION  
 4 SOH- JUDICIARY CONTRACTS AND PURCH  
 5 STATE DEPARTMENT OF DEFENSE  
 6 STATE OF HAWAII  
 7 STATE OF HAWAII  
 8 STATE OF HAWAII, DEPT. OF EDUCATION

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## Region XIV Education Service Center

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1850 Highway 351  
Abilene, TX 79601-4750  
325-675-8600  
FAX 325-675-8659

Tuesday, March 1<sup>st</sup>, 2016

Parkeon, Inc.  
ATTN: Ronald Kroes  
40 Twosome Drive Ste 7  
Moorestown, NJ 08057

Re: Annual Renewal of NCPA contract #05-15

Dear Ronald:

Region XIV Education Service Center is happy to announce that Parkeon, Inc. has been awarded an annual contract renewal for Parking Meters, Single and Multi-Space based on the proposal submitted to Region XIV ESC.

The contract will expire on May 31<sup>st</sup>, 2017, completing the second year of a possible five-year term. If your company is not in agreement, please contact me immediately.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in blue ink that reads "Ronnie Kincaid".

Ronnie Kincaid  
Region XIV, Executive Director

# Request for Proposal (RFP) for License Plate Recognition Parking Management System

Solicitation Number: 12-16

Publication Date: Monday, February 15<sup>th</sup>, 2016

## Notice to Respondent:

**Submittal Deadline: Tuesday, March 29<sup>th</sup>, 2016 2:00 pm CST**

Questions regarding this solicitation must be submitted to [questions@ncpa.us](mailto:questions@ncpa.us) no later than Tuesday, March 22<sup>nd</sup>, 2016. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for License Plate Recognition Parking Management System for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers License Plate Recognition Parking Management System, respondents are encouraged to submit an offering on any or all products and services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

**Region 14 Education Service Center  
1850 Highway 351  
Abilene, Texas 79601**

Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided.



Competitive Solicitation by  
Region 14 Education Service Center

For

License Plate Recognition Parking Management System

On behalf of itself and other Government Agencies

And made available through the  
National Cooperative Purchasing Alliance

RFP # 12-16



National Cooperative Purchasing Alliance

# Introduction / Scope

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- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of License Plate Recognition Parking Management System.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
  - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
  - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
  - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
  - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
  - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

# Instructions to Respondents

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## ◆ Submission of Response

- Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
- Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

## ◆ Required Proposal Format

- Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

## ◆ Binder Tabs

- Tab 1 – Signature Form
- Tab 2 – NCPA Administration Agreement
- Tab 3 – Vendor Questionnaire
- Tab 4 – Vendor Profile
- Tab 5 – Products and Services / Scope
- Tab 6 - References
- Tab 7 - Pricing
- Tab 8 – Value Added Products and Services
- Tab 9 – Required Documents

## ◆ Shipping Label

- The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packaged must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

From: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Solicitation Name and Number: \_\_\_\_\_

Due Date and Time: \_\_\_\_\_

# Tab 1 – Master Agreement

## General Terms and Conditions

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- ◆ Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
  
- ◆ Assignment of Contract
  - No assignment of contract may be made without the prior written approval of Region 14 ESC. Purchase orders and payment can only be made to awarded vendor. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.
  
- ◆ Disclosures
  - Respondent affirms that he/she 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 this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
  
- ◆ Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 14 ESC and the vendor.
  
- ◆ Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
  - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
  
- ◆ Shipments (if applicable)
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- ◆ Payments
  - The entity using the contract will make payments directly to the awarded vendor or their affiliates as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
  - Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from NCPA.
  - Awarded vendors must notify NCPA each time it wishes to add an authorized distributor or dealer.
  - Purchase orders and payment can only be made to awarded vendor unless otherwise approved by NCPA.
  - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by NCPA.
- ◆ Pricing
  - All pricing submitted to shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
  - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
  - Proposals should address each of the following:
    - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    - Availability of replacement parts
    - Life expectancy of equipment under normal use
    - Detailed information as to proposed return policy on all equipment
- ◆ Indemnity
  - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or

vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
  - Name, address and telephone number of protester
  - Original signature of protester or its representative
  - Identification of the solicitation by RFP number
  - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and

full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

#### ◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

#### ◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

#### ◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the

opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

# Process

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Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
  - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms.
- ◆ Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$10 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation
- ◆ Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

- ◆ Formation of Contract
  - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
  - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
  - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
  - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

# Evaluation Criteria

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- ◆ Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
  
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.
  
- ◆ References (15 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
  
- ◆ Technology for Supporting the Program (10 points)
  - Electronic on-line catalog, order entry use by and suitability for the entity's needs
  - Quality of vendor's on-line resources for NCPA members.
  - Specifications and features offered by respondent's products and/or services
  
- ◆ Value Added Services Description, Products and/or Services (10 points)
  - Marketing and Training
  - Customer Service

# Signature Form

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The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name

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Address

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City/State/Zip

---

Telephone No.

---

Fax No.

---

Email address

---

Printed name

---

Position with company

---

Authorized signature

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## Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of \_\_\_\_\_, by and between National Cooperative Purchasing Alliance (“NCPA”) and \_\_\_\_\_ (“Vendor”).

### Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated \_\_\_\_\_, referenced as Contract Number \_\_\_\_\_, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of License Plate Recognition Parking Management System;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

#### ◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

**Total** \_\_\_\_\_

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<b><u>Annual Sales Through Contract</u></b>	<b><u>Administrative Fee</u></b>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ **General Provisions**

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

**National Cooperative Purchasing Alliance:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Vendor:**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Tab 3 – Vendor Questionnaire

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Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

**50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Maryland       | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Massachusetts  | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Michigan       | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> Minnesota      | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> California           | <input type="checkbox"/> Mississippi    | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> Missouri       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> Montana        | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> Nebraska       | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada         | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> New Hampshire  | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> New Jersey     | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> New Mexico     |   |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> New York       |   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> North Carolina |   |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> North Dakota   |   |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> Ohio           |   |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Oklahoma       |   |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Oregon         |   |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Pennsylvania   |   |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Rhode Island   |   |

**All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

American Samoa

Northern Marina Islands

Federated States of Micronesia

Puerto Rico

Guam

U.S. Virgin Islands

Midway Islands

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

➤ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

• Respondent Certifies that this firm is a M/WBE

▪ **Historically Underutilized Business**

• Respondent Certifies that this firm is a HUB

◆ **Residency**

➤ Responding Company's principal place of business is in the city of \_\_\_\_\_,  
State of \_\_\_\_\_

◆ **Felony Conviction Notice**

➤ Please Check Applicable Box;

A publically held corporation; therefore, this reporting requirement is not applicable.

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony

➤ If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

➤ Which best describes your company's position in the distribution channel:

Manufacturer Direct  Certified education/government reseller

Authorized Distributor  Manufacturer marketing through reseller

Value-added reseller  Other: \_\_\_\_\_

◆ **Processing Information**

➤ Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

- Purchase Orders

Contact Person: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

- Sales and Marketing

Contact Person: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
  - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
    - Yes       No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
  - Yes       No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
  - Yes       No

- ◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

# Tab 4 – Vendor Profile

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Please provide the following information about your company:

- ◆ Company's official registered name.
- ◆ Brief history of your company, including the year it was established.
- ◆ Company's Dun & Bradstreet (D&B) number.
- ◆ Company's organizational chart of those individuals that would be involved in the contract.
- ◆ Corporate office location.
  - List the number of sales and services offices for states being bid in solicitation.
  - List the names of key contacts at each with title, address, phone and e-mail address.
- ◆ Define your standard terms of payment.
- ◆ Who is your competition in the marketplace?
- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
  - Cities / Counties
  - K-12
  - Higher Education
  - Other government agencies or nonprofit organizations
- ◆ What differentiates your company from competitors?
- ◆ Describe how your company will market this contract if awarded.
- ◆ Describe how you intend to introduce NCPA to your company.
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
- ◆ Green Initiatives
  - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste,

energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

◆ Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

## Tab 5 – Products and Services

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- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ **System Overview** - The proposed parking management solution should be a secure, database encrypted, vendor-hosted, and web-based system that improves staff efficiency, enhances customer convenience, increases revenues, and creates better parker compliance. This modern system should allow for the use of modern coding platforms, architectures, and data exchange methods. The following features must be included:
  - License plate recognition technology that supports both physical and virtual permitting, as well a hybrid of the two, and includes the ability to use e-citations.
  - Parking privileges that can be issued, modified, and removed in real-time
  - Modular flexibility with features that can be enabled as the client’s parking management needs evolve. A few examples of desired system modules are listed below.

<i>Citation Management</i>	<i>Permit Management</i>
<i>Citation Payments</i>	<i>Waitlist Management</i>
<i>Appeals &amp; Hearings Management</i>	<i>LPR Enforcement Software</i>
<i>Vehicle Management</i>	<i>LPR Entry Station Software</i>
<i>Customer Management</i>	<i>Event Management</i>
<i>Boot/Tow</i>	<i>Property Maintenance</i>
<i>Handheld Enforcement Software</i>	<i>Motorist Assistance</i>
<i>Handheld Citation Writers</i>	<i>License Plate Recognition Cameras</i>

- ◆ **Permitting** - The provided solution should offer a robust permit management system that will streamline and increase the profitability of the permitting process. The solution should be able to utilize virtual or traditional permits, and virtual permits should contain specific attributes, such as start/end date, price, permissions, valid times/dates, locations, exceptions, etc. Unique identifiers, including license plates, toll tags, ID cards, etc., should be tied to the virtual permit, and one permit must be able to be assigned to multiple vehicles.

The proposed solution must include a user-friendly, secure, online permit purchasing portal as well as a mobile app. These features should accept credit, debit, payroll deductions, and more. Wait list capabilities must also be provided. Parker status should be controlled through the back office system, so that VIP, scofflaw, or parking privilege rules can be configured and automated within the system. The envisioned system must also allow administrators to set pre-qualification requirements for permit purchases, where parkers can upload requested documentation for specific parking privileges.

- ◆ **License Plate Recognition** - The optimum system should supply all the hardware and software necessary to create an efficient, secure, real-time, LPR-focused enforcement solution that enables the use of virtual or traditional permits using fixed or vehicle based mobile LPR cameras. The system should not require interaction with the ALPR camera software, but have a direct integration that reduces the system complexity, increases functionality, and improves officer usability. The same software used to identify vehicles should be the same that is used for enforcement with those vehicles. All of the functionally available in the enforcement handheld should be available in the in-vehicle LPR software.

The LPR module should allow authorized users to access to LPR data in a number of LPR-specific dashboards. The LPR data views should allow LPR data being collected in the field, including any field alerts to be viewed from the back office software. This information must include any known customer information about the vehicle. The dashboard will show the number of LPR vehicle scans in an easy to read graphical format. The LPR reads map will show vehicle location, enforcement status (allowed, in violation, etc.) and images captured, and provide the ability to search using the license plate.

The proposed enforcement module should offer a license plate-based validation system that supplies the ability to provide location and vehicle based validations. Functionality should include the following:

- Kiosk application for vehicle registration
- Location and license plate restrictions to help prevent abuse
- Real time update of validation status on handheld and vehicle enforcement units
- Multiple validation types supported including time based (2 hours free), reduced rate (\$3 off), flat rate (\$5 all day), and prepaid validation
- Validation usage reports
- Departmental or customer billing for validation usage

#### **ALPR CAMERA REQUIREMENTS:**

1. Cameras are self-illuminating Infrared (IR) for effective license plate image capture in a variety of weather & lighting conditions.
2. The Infrared (IR) Light Emitting Diodes (LEDs) are “pulsed” to enhance license plate capture and extend the lifetime of the LED board.
3. The cameras have a dual lens configuration in a single camera housing, featuring both an Infrared (IR) lens for license plate capture and a color overview image of the vehicle for verification purposes. This camera housing also contains onboard IR illumination, and is sealed to NEMA 6 (IP67) standards.
4. The Infrared (IR) component of the cameras is available in various IR wavelengths in order to provide effective license plate capture in different regions of the country in order to address the specific license plate

properties found in various regions of the country.
5. The dual lens camera is capable of capturing up to 60 frames per second.
6. The cameras are capable of producing multiple license plate images with varying flash, shutter, and gain settings to ensure a high quality image regardless of weather or lighting conditions.
7. All camera-mounting bracket systems are fabricated specifically for the vendor's cameras and are furnished by the vendor.
8. The cameras have a fixed focal point or target distance from the camera to the vehicle's license plate from 9 ½ feet to 30 feet.

**ALPR PROCESSOR REQUIREMENTS:**

1. The Automated LPR (ALPR) Processor has a "self-trigger" mode to detect the presence of correctly mounted vehicle license plates in the camera's Field of View (FOV) for image capture from the camera.
2. The ALPR Processor is designed to be trunk-mounted and incorporates an intelligent Power Supply Unit (PSU) that provides for a safe start and shut-down each time the vehicle's ignition is turned on & turned off.
3. The ALPR Processor controls the power supplied to the cameras and provides video connection points for simplified system wiring.
4. The ALPR Processor utilizes, at least, an automotive 30 GB extreme environment Hard Disk Drive.
5. The ALPR Processor utilizes an embedded processor running Windows 7 or higher operating system (OS).
6. The ALPR Process has at least four (4) ALPR camera connections and multiple USB ports.
7. The ALPR Processor is designed to meet the environmental conditions associated with a trunk-mounted unit.
8. When the system is configured to utilize an independent ALPR Processor, the ALPR Processor and cameras are developed, manufactured & supported by the same vendor.

## IN-VEHICLE ALPR SOFTWARE REQUIREMENTS:

1. The application software is capable of running on a touchscreen tablet (Panasonic Toughpad or similar).
2. The tablet can be undocked for use outside the vehicle.
3. The software is designed for touchscreen usage.
4. There are secure login and password functions on the ALPR software. These are controlled by the back office system such that the creation, deactivation, and password protocols are back office functions.
5. The LPR software has been successfully integrated into multiple LPR camera manufacturers.
6. There is a single button to turn on/off whichever camera configuration the enforcement officer is applying at the time.
7. There is a volume control button on the main screen to control the audible sounds from the system, and a mute button on the application screen.
8. The system provides live, simultaneous display of all of the following data: <ul style="list-style-type: none"><li>• The IR License Plate image</li><li>• The license plate interpretation or system read</li><li>• A corresponding color overview of the vehicle displaying the captured IR license plate</li><li>• The date &amp; time stamp</li><li>• Identification of the camera capturing the image</li><li>• Parking related vehicle information (permits, notifications, etc.)</li></ul>
9. The system captures GPS coordinates for every license plate.
10. The system has the ability to GPS stamp all the reads.
11. The mobile software component allows the enforcement officer to select which area he is working in and notifies him when the selected zone does not match the current GPS location of the vehicle.
12. The mobile software system dynamically sorts the parking zone list based on the zones closest to the vehicle's current GPS location.
13. The mobile software component allows the enforcement officer to select which enforcement they want to enforce for multiple parking permission types, and activate/deactivate all plate based enforcement. Examples: Permits, Events, Pay by Phone by plate, e-chalk, Pay by Plate

Kiosk, Scofflaw, etc.

14. The LPR system simultaneously enforces the following applications:

- Timing enforcement
- Permit enforcement
- Pay by Plate Kiosk
- Pay by phone by plate
- Scofflaw (boot/tow – unpaid tickets)
- Multiple Hotlists

15. The mobile software component allows the enforcement officer to select the timing period that is being enforced from a drop down list (30 minutes, 1 hour, etc.).

16. The mobile software exchanges vehicle timing records with other LPR vehicle systems and enforcement handhelds in real time.

17. The LPR system is able to enforce different zones with separate cameras. For example, the right camera can enforce a faculty/staff parking zone while the left camera enforces a student parking zone.

18. The main screen on the system has integrated ticketing, so when an enforcement officer has an LPR “hit” they can simply press one button to complete enforcement activities (citation generation, booting, towing, permit issuance) within the same LPR application.

19. The mobile software component allows the enforcement officer to manually enter plates that are unreadable.

20. The mobile software component gives a unique audible and visible alert when an illegally parked vehicle is discovered.

21. The Alert Screen remains displayed until acknowledged by the enforcement officer, and, while displayed, the system continues to process license plate data in the background. All captured data is stored in the system during this interval.

22. The system provides the enforcement officer with the capability to manually enter a license plate for the purpose of searching that license plate against the system’s database(s).

<p>23. The system is capable of various configurations to capture plates in any of the following modes depending on the configuration:</p> <ul style="list-style-type: none"><li>• An adjacent lane on either side of the vehicle while driving through traffic and/or parking lots.</li><li>• Traffic in an adjacent lane while parked on the side of shoulder of a roadway.</li><li>• Any parking application from parallel to perpendicular parked car orientation with respect to the movement of the police vehicle.</li></ul>
<p>24. Software is able to enforce shared permits across multiple mobile LPR vehicles and enforcement handhelds, meaning that one permit could be associated to several vehicles but only one vehicle can use the unique permit at a time. Notifies the enforcement officer in real-time when more than one vehicle on a shared permit is in enforcement during the same timeframe. When identified, the officer has the ability to issue citations to either or both vehicles.</p>
<p>25. System supports both visible and silent vehicle notifications. Visible notifications will be displayed to the enforcement officer in the vehicle, while silent notifications will not be displayed to officer but will be sent by email to the user who created the alert.</p>
<p>26. The system provides a feature to enable or disable “fuzzy-logic” plate matching in each LPR vehicle to enable the system to match common number character issues (such as 0/O and 8/B) or unknown characters. This feature can be enabled or disabled at the user’s discretion. Fuzzy logic verifies multiple permutations of one plate to increase the read rate.</p>
<p>27. Software supports the ability to add non-LPR camera-generated photos for issued citations, either during or after the citation issuance process.</p>
<p>28. Software provides an image-based license plate verification step before citation issuance. This is designed to ensure that all plate reads are reviewed by an enforcement officer before a citation is issued.</p>
<p>29. Software allows the enforcement officer to request a void for any citations issued.</p>
<p>30. The back office system provides for the ability to review citations either before or after the citation has been issued. Citations are able to be flagged for review and either corrected or voided upon review.</p>
<p>31. LPR data from both fixed and mobile LPR cameras is able to be searched and referenced from within the same back office software used for citations and permit management.</p>

## ENTRY STATION HARDWARE/SOFTWARE REQUIREMENTS:

1. Support-fixed LPR camera to identify vehicles before they reach the entry station.
2. The entry station software is designed for touchscreen use.
3. The entry station software runs on a Windows 7 or higher touchscreen all-in-one kiosk.
4. Entry station software identifies vehicle permissions and notifies users with a visual and audio notification if a vehicle is allowed past entry station.
5. Entry station software provides the ability to record vehicles that drive past entry station or disregard entry station user directions.
6. Entry station software supports both visible and silent vehicle notifications. Visible notifications are displayed to the entry station user, while silent notifications will not be displayed to the enforcement officer but will be sent by email to the user who created the alert.
7. The system provides the ability to create "covert" vehicle notifications for law enforcement. A covert alert will not alert the user to a hit, but will send an electronic alert. This alert will include the notification type, details, license plate image, overview image, GPS coordinates, and a map of the GPS location.

- ◆ **Administrative Access/System Management** - The system should provide convenient management access to the system for administration and supervisors. Authorized personnel should have complete control of the functionality and user interface, along with the ability to monitor and manage users, citations, appeals, hearings, booting/towing, invoices, payments, reports, user groups, parking lots, audit system settings, and other parking management tasks, all in real time. When changes are made in the administrative system, the appropriate information should be made available on the handheld devices.

## ADMINISTRATIVE ACCESS/SYSTEM MANAGEMENT REQUIREMENTS:

1. Proposed system must be able to interface in real-time
2. Proposed system must have a real-time interface with a parking meter/pay station or pay-by-phone vendor for pay-by-plate paid parking.
3. Vendor must have proven experience enforcing pay-by-plate parking

systems in real time. Please provide list of vendors.
4. The proposed pay-by-plate web office component must maintain ongoing communication, which verifies connectivity with the pay-by-plate systems on an ongoing basis.
5. If the communication fails for any reason, the proposed system must inform the enforcement officer that the system is down and cannot enforce pay-by-plate meter payments at that time.
6. The communication failure alarm must alert a designated system administrator of the failure.
7. If the pay-by-plate communication alarm is active, and although the enforcement officer is blocked from ticketing for pay-by-plate parking meter payments violations, the software should still allow the issuance of tickets for other types of violations.
8. The system should have a proven method of identifying enforcement officer input errors when the mobile device is used in handheld mode.
9. To prevent the issuance of a ticket to a paid parker, the ALPR software ticket issuance component must make a final real-time verification of paid parking rights prior to the printing of the ticket.
10. The selected vendor must have a common API so that pay-by-phone and parking meter companies can push their real time transactions.
11. The back office component must have statistical reporting on pay-by-plate related alerts and ticketing activity.

- ◆ **E-Commerce Portal/Mobile App** - The system should include a comprehensive e-commerce portal, as well as an optional iOS and Android mobile application, which allow customers to manage their parking needs from any computer or mobile device. The e-commerce site must be highly augmentable and provide support for multiple languages. The site should allow parkers to login with a username and password and then guide them through whichever process they choose, including permit purchases and account changes.

The custom-branded consumer app must provide the following functionality:

- Support for iOS and Android platform. Windows Mobile and Blackberry available upon request.
- Permit Purchase
- Citation Appeal
- Citation Payment

- Permit Parking Privilege Verification (Where can I park?)
- Optional Parking Violator Reporting
- Pay By Cell functionality
- Occupancy Data (when available)

- ◆ **Enforcement: Citation Issuance** - The handheld enforcement solution should provide the ability to manage the citation process in real time. Field officers must be able to issue and verify permits using barcode scanner, manual entry, or LPR; take photographic evidence and attach photos to citation record; issue citations, review full vehicle citation history; and record and review boot/tow records in the field. The system should provide the ability to issue citations electronically, by letter, or printed on site.

The handheld enforcement solution should be easy to learn and simple to use, and the platform should support Windows, Android, and iOS devices. Devices should have large screen so that enforcement officers can easily see the information on the screen and enter data using a large on-screen keyboard. Citation Issuance should be a simple, five step process.

Handheld enforcement devices must provide the ability to "chalk tires" of vehicles in fixed time zone parking areas, and enforcement devices should share time zone records automatically, so one officer can create the initial time zone record and a second officer can issue a citation based on the time zone violation. Time zone information, including photos, should be stored centrally, so as to be accessed on any enforcement handheld or through the back office software.

The enforcement system must provide the ability to issue citations without printing a paper citation. These citations should be generated by in-vehicle or handheld citation software. Once issued citations should be emailed to known customers with email address and mailed to those without. The following features should be included.

- Citation Review Dashboard-This review utilizes user-configured settings to identify citations for review before issuance. Additionally before issuance an automatic business rule check is performed on whether or not system changes have occurred between the violation date and issuance date. An example of this would be an online permit purchase made after the violation was identified before the citation was issued.
- Vehicle notification tracking- Users can setup a field alert to require vehicles with multiple citations within a set time frame to be provided with an additional visual notification on the vehicle. The system will then allow the officer to note their actions after the alert.
- Optional issuance of paper-based citations for unidentified vehicles.
- E-citation setup mode to streamline vehicle identification and data collection. This is useful during the initial virtual permit transition phase.
- Record both the Issued Date and Violation Date.

## HANDHELD PARKING ENFORCEMENT SYSTEM (HPES) REQUIREMENTS:

<p>1. HPES Software is capable of executing the following:</p> <ul style="list-style-type: none"><li>• Parking Ticket Issuance</li><li>• Timing Limit Marking</li><li>• Permit enforcement</li><li>• Pay by plate Parking Meter/Pay by Phone enforcement</li><li>• Digital image capture</li><li>• Asset Management Reporting</li><li>• Automated scofflaw detection</li><li>• Automated hotlist detection</li><li>• GPS Capture</li><li>• Boot/Tow Management</li><li>• Motorist Assistance Management</li></ul>
<p>2. The HPES system can apply an app locking mechanism. An end user without admin privileges cannot access Android or iOS settings and cannot access other unauthorized resident Android or iOS apps.</p>
<p>3. HPES application software incorporates a user login. The user will be required to enter a valid username and password to gain access to application screens.</p>
<p>4. Each individual enforcement officer will have his/her own defined username and password.</p>
<p>5. Software automatically stores captured GPS coordinate on all transactions, including issued ticket record.</p>
<p>6. Ticketing software uses GPS coordinate to cross-reference GIS data to auto-populate location fields on the handheld screen, automatically with no user-intervention. Dependent on availability of GIS data.</p>
<p>7. Each ticket uses the same ticket range whether it is a</p> <ul style="list-style-type: none"><li>• Normal parking ticket</li><li>• Voided ticket</li><li>• Warning ticket</li></ul>
<p>8. All data entered is available on user-defined drop-down lists with the exception of Plate #, VIN #, Meter #, Block#</p>
<p>9. All drop-down lists are defined and easily managed by the user on the back office system.</p>
<p>10. Software provides alphanumeric search-thru drop-down. E.g. entering the 1<sup>st</sup> character of the "Street name" will position the cursor on the first street beginning with that character. "F" – Forest/Farthington/Fitzgerald/etc... The same would apply to all drop-down</p>

lists.

11. Upon entry of vehicle plate number, HPES will alert the enforcement officer if special conditions exist & provide special instructions if applied. Examples of special conditions include:

- Scofflaw – unpaid tickets
- Permit holder
- Stolen vehicles
- Tolerances – undercover vehicles or V.I.P.'s

12. Allow additional descriptive information to be entered for qualifying the Location field. E.g. a second street name + situation. "Corner of" street-1 & street-2

13. Infractions should be categorized to reduce the size of infraction drop downs.

14. The software must retain values for the next vehicle being ticketed.

15. The software must retain values for additional violations to the same vehicle.

16. Where plate number is not available, enforcement officer enters VIN in dedicated VIN field.

17. Provide multiple fields for recording officer notes.

18. Must provide a private note field to capture enforcement officer's observations such as abusive behavior. The officer will be able to store unlimited private notes per ticket.

19. A drop-down list of templates of commonly used comments is required to minimize keystrokes.

20. The enforcement officer may add private notes to any previously issued ticket.

21. The enforcement officer may add captured images to any previously issued ticket. Each ticket will accommodate 4 digital images.

22. The Comment field will be 60 characters.

23. The comment template from the drop down list of templates must not be capable of being edited using the virtual keypad.

24. Images are captured and stored directly on the ticket record *after* the ticket has been printed and served.

25. Images may be captured and stored directly on any ticket record

selected from a list of issued tickets.
26. Images are embedded in the ticket record and not stored as a separate file and not in common data formats such as JPG, BMP, TIF, GIF, etc. This eliminates tampering of captured images.
27. A timing function for “electronic chalking” is required and should be accessible from the main ticketing screen.
28. Enforcement officer should not be required to exit ticketing screen to access other application functions. A menu of functions and sub-applications is available on each application screen.
29. Once vehicle is recorded as a timed vehicle, the enforcement officer will be able to view timed vehicles from a list.
30. The timed vehicles will be listed according to the street/location they were timed on. The list of streets will only include streets where enforcement officer recorded timing take-downs.
31. Entry of an already timed vehicle will automatically display the plate#, location, & time stamp of the original timed entry. This window will offer the enforcement officer choices to issue a citation, re-time the vehicle with new time stamp and/or new location.
32. The HPES software should highlight those timed vehicles whose time has expired. E.g. the entry on the timing pickup list would be bolded clearly indicating the timed vehicles in violation.
33. The HPES software should block the enforcement officer from issuing a “Timing Ticket” if the time for the vehicle has not yet expired.
34. The HPES software should be capable of sharing timing data between multiple handheld devices in real time. One enforcement officer should be able to time the vehicle, any another officer on any other handheld or LPR vehicle should be able to verify timing status to issue ticket.
35. Enforcement officer should be able to report a broken or damaged parking meter from a menu of functions on the ticketing screen.
36. Ability to issue a courtesy/warning ticket – the courtesy ticket amount will display 0 (zero) however a regular ticket number will be issued and recorded.
37. Ability to request a void for an already issued and printed ticket from

a list of issued tickets.
38. Ability to reprint any ticket or warning Tickets.
39. Ability to add or replace captured images to or from any previously issued ticket in the Issued Tickets list.
40. A warning ticket should still be recorded with the original unique ticket number and passed to the HOST with all other issued tickets.
41. Ability to barcode the ticket number on the printed ticket.
42. Ability to record complete Tow process including location from, location to, vehicle damage before and after, respective tow fees.
43. System must carry reusable information captured during ticketing and directly deposit values in tow form, including all vehicle information, and ticket location.
44. Must have 4G WWAN connectivity capabilities. Must be able to connect with multiple common local wireless carriers.
45. Must be capable of communicating issued ticket data to back office in real time or batch.
46. The user must not have to toggle out of the ticket issuance program to look up the paid status from paid parking systems (e.g. not having to toggle out of ticket issuance program to use web portal for paid status).
47. The enforcement officer shall not have to use a web browser or web portal to view paid status.
48. The enforcement officer will see the status of all paid parking within a specified zone on a single screen.
49. Boot/Tow Module: Manage boot and tow transactions for vehicles. <ul style="list-style-type: none"> <li>• Create boot/tow record on handheld or in-vehicle software.</li> <li>• Log vehicle damage</li> <li>• Dispatch boot/tow staff electronically</li> <li>• Capture driver and boot/tow staff signature</li> <li>• Record towing details including location and company</li> </ul>
50. Allow limited access to public safety officials to add vehicles to notification lists. Once identified vehicle details (photos, location, time, date) will be sent via email to requesting officer. Additionally officers can search vehicle scan images and location data by license plate, customer,

or permit.

- ◆ **Citation Payment and Appeals** - The system should give users the ability to fully manage the citation process from issuance to payment, and must include appeal and hearing capabilities. It must also offer an e-commerce site where customers can quickly and easily pay citations, including receipt creation.

The proposed system should provide parking administrators with the ability to control the actions taken by the system when citations age, balances accumulate, or other triggers occur. Citation history, including payments and delinquencies, must be available to authorized personnel via the administrative site.

The system must include a multi-level, paperless, online appeal process, where a committee, or any other external designee can review appeals in the office. All citation, vehicle, and customer related history (including photos) should be viewable via the e-commerce site for parkers and via the administrative portal for authorized staff. The system must automatically generate all appeal correspondence from the system in email or printed letter format.

The appeals module should include the following functions:

- Parker registers citation appeal online with customer portal site and uploads all necessary evidence, notes, and photos.
- Appeal officer reviews appeal within system and rules on appeal.
- Parker is notified electronically of decision.
- If requested, second or third level appeal reviews are performed using the system appeal review portal. This portal provides second and third level review staff with all recorded details including citation, customer appeal, previous appeal level notes, and the ability to rule on the appeal.
- Appeal abuse reports are included to help monitor customer abuse of the appeal process.

- ◆ **Administrative Review and Hearing** - A comprehensive Appeals and Hearings Management module should give authorized staff the ability to manage the appeals and hearing process in real time.

Appeal response notifications should be automatically or manually generated from within the system, based on settings configured by administrators. All customer communication must be automatically recorded and attached to customer account for future reference. All data should be stored in the system and made available for use in customer communication including hearing times and locations, administrative review and hearing results with explanations, follow-up procedures and more.

## ADMINISTRATIVE REVIEW AND HEARINGS MODULE REQUIREMENTS:

1. Any comments entered will remain with the appeal record.
2. All information related to the citation appeals and hearings process remains within the customer record.
3. The database automatically links all appeals history information to the customer ID or license plate.
4. Appeals can be automatically assigned to a hearing officer or appeal board. The appeal board can use the online appeal site to view all citation and appeal details, and make appeal rulings.
5. Administrators can set specific appeal status codes to suit our business needs.
6. Each appeals record contains an extensive, scrollable comment and history field for user notes.
7. Authorized staff can access and adjust citation amounts through the management website.
8. Due dates can be revised and citation amounts updated through the management website.
9. User-defined court costs can be added to appeals.
10. Appeal hearing schedules can be viewed from within the appeal schedule report or from within the appeal hearing calendar.
11. System administrators have full control over court location and hearing time.
12. Citation and customer vehicle license number records are all accessible by authorized personnel through the comprehensive management website.
13. Automated notification system can be set with specific codes to indicate reason appeal was upheld/denied.
14. Notifications can be printed, emailed, or texted.
15. The system supports multiple types of appeals including oral, written, or online. Additional types can be added by the local administrator.

- ◆ **In-House Sales/Cashiering** - The proposed system should provide POS functionality, where individual users can configure the look and feel of their cashiering module, including related modules and color themes. All receipts should have the ability to be configured and printed or electronically sent to a customer. A web-based interface must allow for easy processing of many types of transactions.

A built-in cashier closeout system must be included and provide the following:

- Start of shift cash count
- End of shift cash count
- Automatic reconciliation between cashier transactions and recorded revenue
- Second level cash count recount and review
- Overall cashier revenue summary and review

- Bank deposit reconciliation
- Spot check audit support
- Support for coin collection from meters

- ◆ **Queries and Reports** - A robust Reporting Module must be included that provides user-friendly methods to retrieve, display, and utilize system data, including queries, reports, and dashboards. Authorized staff should have the ability to modify, edit, and create reports with any data stored within the system. Queries and reports should be able to be saved for the future and exported in any standard format. Training on the reporting features should be provided during implementation and on an as needed basis.
- ◆ **Automated Notifications** - An easy-to-use Communication Designer must be provided that generates email, letter, or text message notifications manually or automatically based on settings created by administrators. Triggers for automated communication should be able to be configured based on a variety of parameter combinations, including customer data and sales histories, and must be able to be scheduled to send immediately, in the future, or at regular intervals. All data stored in the system should be available for use in customer communication including citation images, GPS locations, and custom fields.

The envisioned system would provide a mass email function, where mass emails can be edited and sent through filtered sets of customer email addresses that are stored in the database. Editing should be able to be done on a group basis or by individual email/letter/text. The system must allow users to respond to and track individual question or complaint emails.

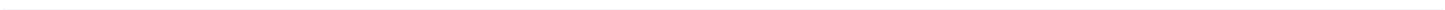
All customer communications must be automatically recorded and attached to customer accounts for future reference.

- ◆ **Interfacing** - The proposed solution should seamlessly integrate with other information and parking management systems, providing two-way batch and real time data transfer of customer, citation, housing, payroll, financial, in-state and out-of-state DMV, and other types of data. The system must have the ability to deliver interfaces with any system with which the parking operation chooses to share data, including but not limited to access control providers, multi space meter pay station companies, and mobile payment applications. The cost of these interfaces, including the real-time exchange of data, should be included in the subscription.
- ◆ **System Hosting and Security** - The system should be fully hosted by the vendor on a secure hosting platform that provides features such as frequent backups, network isolation, physical security, and access monitoring and logging. Access controls should also be provided to protect

data access by unauthorized users.

Handhelds must utilize point-to-point encryption and all credit card transactions should be handled and processed directly by the chosen payment gateway. No credit card data should be stored or processed by any component of the system.

- ◆ **Implementation and Training** - The proposed system must thoroughly cover all of the client's needs for implementation, including on-site and ongoing training, data conversion, and thorough client support.



## Tab 6 – References

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- ◆ Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.
  
- ◆ All references should include the following information from the entity:
  - Entity Name
  - Contact Name and Title
  - City and State
  - Phone
  - Years Serviced
  - Description of Services
  - Annual Volume

# Tab 7 – Pricing

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- ◆ Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.
  
- ◆ Price lists must contain the following:
  - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
  - Description
  - Vendor's List Price
  - Percent Discount to NCPA participating entities
  
- ◆ Submit price list electronically on CD, DVD, or Flash Drive. Include respondents name, name of solicitation, and date on media of choice.
  
- ◆ Not To Exceed Pricing
  - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
  - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
  - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

## Tab 8 – Value Added Products and Services

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- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

## Tab 9 – Required Documents

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- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

## **Clean Air and Water Act & Debarment Notice**

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor

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Print Name

---

Address

---

City, State, Zip

---

Authorized signature

---

Date

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# **Contractor Requirements**

## **Contractor Certification Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

### **Fingerprint & Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

### **Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature \_\_\_\_\_

Date \_\_\_\_\_

## **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name

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Address

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City/State/Zip

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Telephone No.

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Fax No.

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Email address

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Printed name

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Position with company

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Authorized signature

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## **FEMA Standard Terms and Conditions Addendum for Contracts and Grants**

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
  - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
  - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
  - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
  - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
  - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
  - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
  - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
  - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
    - 1) The copyright in any work developed under a grant or contract; and
    - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

# **Required Clauses for Federal Assistance provided by FTA**

## **ACCESS TO RECORDS AND REPORTS**

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).*

## **CIVIL RIGHTS / TITLE VI REQUIREMENTS**

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
  - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
  - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
  - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

*Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.*

### **DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

### **ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

### **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

### **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

## State Notice Addendum

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirement of said statutes:

Nationwide: [http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

Other States: Cities, Towns, Villages, and Boroughs

**No.**

**Cities, Towns, Villages and Boroughs in Oregon**

- 1 CEDAR MILL COMMUNITY LIBRARY
- 2 CITY COUNTY INSURANCE SERVICES
- 3 CITY OF ADAIR VILLAGE
- 4 CITY OF ALBANY
- 5 CITY OF ASHLAND
- 6 CITY OF ASTORIA OREGON
- 7 CITY OF AUMSVILLE
- 8 CITY OF AURORA
- 9 CITY OF BEAVERTON
- 10 CITY OF BOARDMAN
- 11 CITY OF BURNS
- 12 CITY OF CANBY
- 13 CITY OF CANNON BEACH OR
- 14 CITY OF CANYONVILLE
- 15 CITY OF CENTRAL POINT POLICE DEPARTMENT
- 16 CITY OF CLATSKANIE
- 17 CITY OF COBURG
- 18 CITY OF CONDON
- 19 CITY OF COOS BAY
- 20 CITY OF CORVALLIS
- 21 CITY OF COTTAGE GROVE
- 22 CITY OF CRESWELL
- 23 CITY OF DALLAS
- 24 CITY OF DAMASCUS
- 25 CITY OF DUNDEE
- 26 CITY OF EAGLE POINT
- 27 CITY OF ECHO
- 28 CITY OF ESTACADA
- 29 CITY OF EUGENE
- 30 CITY OF FAIRVIEW
- 31 CITY OF FALLS CITY
- 32 CITY OF GATES
- 33 CITY OF GEARHART
- 34 CITY OF GERVAIS
- 35 CITY OF GOLD HILL
- 36 CITY OF GRANTS PASS
- 37 CITY OF GRESHAM
- 38 CITY OF HAPPY VALLEY
- 39 CITY OF HILLSBORO
- 40 CITY OF HOOD RIVER
- 41 CITY OF JOHN DAY
- 42 CITY OF KLAMATH FALLS
- 43 CITY OF LA GRANDE
- 44 CITY OF LAKE OSWEGO
- 45 CITY OF LAKESIDE
- 46 CITY OF LEBANON
- 47 CITY OF MALIN
- 48 CITY OF MCMINNVILLE
- 49 CITY OF MEDFORD
- 50 CITY OF MILL CITY
- 51 CITY OF MILLERSBURG
- 52 CITY OF MILWAUKIE
- 53 CITY OF MORO

- 54 CITY OF MOSIER
- 55 CITY OF NEWBERG
- 56 CITY OF NORTH PLAINS
- 57 CITY OF OREGON CITY
- 58 CITY OF PHOENIX
- 59 CITY OF PILOT ROCK
- 60 CITY OF PORT ORFORD
- 61 CITY OF PORTLAND
- 62 CITY OF POWERS
- 63 CITY OF REDMOND
- 64 CITY OF REEDSPORT
- 65 CITY OF RIDDLE
- 66 CITY OF SALEM
- 67 CITY OF SANDY
- 68 CITY OF SANDY
- 69 CITY OF SCAPPOOSE
- 70 CITY OF SEASIDE
- 71 CITY OF SHADY COVE
- 72 CITY OF SHERWOOD
- 73 CITY OF SPRINGFIELD
- 74 CITY OF ST. PAUL
- 75 CITY OF STAYTON
- 76 CITY OF TIGARD, OREGON
- 77 CITY OF TUALATIN, OREGON
- 78 CITY OF WARRENTON
- 79 CITY OF WEST LINN/PARKS
- 80 CITY OF WILSONVILLE
- 81 CITY OF WINSTON
- 82 CITY OF WOOD VILLAGE
- 83 CITY OF WOODBURN
- 84 CITY OF YACHATS
- 85 FLORENCE AREA CHAMBER OF COMMERCE
- 86 GASTON RURAL FIRE DEPARTMENT
- 87 GLADSTONE POLICE DEPARTMENT
- 88 HOUSING AUTHORITY OF THE CITY OF SALEM
- 89 KEIZER POLICE DEPARTMENT
- 90 LEAGUE OF OREGON CITIES
- 91 MALIN COMMUNITY PARK AND RECREATION DISTRICT
- 92 METRO
- 93 MONMOUTH - INDEPENDENCE NETWORK
- 94 PORTLAND DEVELOPMENT COMMISSION
- 95 RAINIER POLICE DEPARTMENT
- 96 RIVERGROVE WATER DISTRICT
- 97 SUNSET EMPIRE PARK AND RECREATION
- 98 THE NEWPORT PARK AND RECREATION CENTER
- 99 TILLAMOOK PEOPLES UTILITY DISTRICT
- 100 TUALATIN VALLEY FIRE & RESCUE
- 101 WEST VALLEY HOUSING AUTHORITY

**No. Counties and Parishes**

- 1 ASSOCIATION OF OREGON COUNTIES
- 2 BENTON COUNTY
- 3 CLACKAMAS COUNTY DEPT OF TRANSPORTATION
- 4 CLATSOP COUNTY
- 5 COLUMBIA COUNTY, OREGON
- 6 COOS COUNTY HIGHWAY DEPARTMENT
- 7 CROOK COUNTY ROAD DEPARTMENT

8 CURRY COUNTY OREGON  
9 DESCHUTES COUNTY  
10 DOUGLAS COUNTY  
11 GILLIAM COUNTY  
12 GILLIAM COUNTY OREGON  
13 GRANT COUNTY, OREGON  
14 HARNEY COUNTY SHERIFFS OFFICE  
15 HOOD RIVER COUNTY  
16 HOUSING AUTHORITY OF CLACKAMAS COUNTY  
17 JACKSON COUNTY HEALTH AND HUMAN SERVICES  
18 JEFFERSON COUNTY  
19 KLAMATH COUNTY VETERANS SERVICE OFFICE  
20 LAKE COUNTY  
21 LANE COUNTY  
22 LINCOLN COUNTY  
23 LINN COUNTY  
24 MARION COUNTY , SALEM, OREGON  
25 MORROW COUNTY  
26 MULTNOMAH COUNTY  
27 MULTNOMAH COUNTY  
28 MULTNOMAH LAW LIBRARY  
29 NAMI LANE COUNTY  
30 POLK COUNTY  
31 SHERMAN COUNTY  
32 UMATILLA COUNTY, OREGON  
33 UNION COUNTY  
34 WALLOWA COUNTY  
35 WASCO COUNTY  
36 WASHINGTON COUNTY  
37 YAMHILL COUNTY  
1 BOARD OF WATER SUPPLY  
2 COUNTY OF HAWAII  
3 MAUI COUNTY COUNCIL

**No. Higher Education**

1 BIRTHINGWAY COLLEGE OF MIDWIFERY  
2 BLUE MOUNTAIN COMMUNITY COLLEGE  
3 CENTRAL OREGON COMMUNITY COLLEGE  
4 CHEMEKETA COMMUNITY COLLEGE  
5 CLACKAMAS COMMUNITY COLLEGE  
6 COLUMBIA GORGE COMMUNITY COLLEGE  
7 GEORGE FOX UNIVERSITY  
8 KLAMATH COMMUNITY COLLEGE DISTRICT  
9 LANE COMMUNITY COLLEGE  
10 LEWIS AND CLARK COLLEGE  
11 LINFIELD COLLEGE  
12 LINN-BENTON COMMUNITY COLLEGE  
13 MARYLHURST UNIVERSITY  
14 MT. HOOD COMMUNITY COLLEGE  
15 MULTNOMAH BIBLE COLLEGE  
16 NATIONAL COLLEGE OF NATURAL MEDICINE  
17 NORTHWEST CHRISTIAN COLLEGE  
18 OREGON HEALTH AND SCIENCE UNIVERSITY  
19 OREGON UNIVERSITY SYSTEM  
20 PACIFIC UNIVERSITY  
21 PORTLAND COMMUNITY COLLEGE  
22 PORTLAND STATE UNIV.  
23 REED COLLEGE  
24 ROGUE COMMUNITY COLLEGE  
25 SOUTHWESTERN OREGON COMMUNITY COLLEGE  
26 TILLAMOOK BAY COMMUNITY COLLEGE  
27 UMPQUA COMMUNITY COLLEGE  
28 WESTERN STATES CHIROPRACTIC COLLEGE  
29 WILLAMETTE UNIVERSITY  
1 ARGOSY UNIVERSITY  
2 BRIGHAM YOUNG UNIVERSITY - HAWAII  
3 COLLEGE OF THE MARSHALL ISLANDS  
4 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
5 UNIVERSITY OF HAWAII AT MANOA

**No. K - 12**

1 ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL  
2 BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD

3 BAKER SCHOOL DISTRICT 5-J  
4 BANDON SCHOOL DISTRICT  
5 BANKS SCHOOL DISTRICT  
6 BEAVERTON SCHOOL DISTRICT  
7 BEND / LA PINE SCHOOL DISTRICT  
8 BEND-LA PINE SCHOOL DISTRICT  
9 BROOKING HARBOR SCHOOL DISTRICT NO.17-C  
10 CANBY SCHOOL DISTRICT  
11 CANYONVILLE CHRISTIAN ACADEMY  
12 CASCADE SCHOOL DISTRICT  
13 CASCADES ACADEMY OF CENTRAL OREGON  
14 CENTENNIAL SCHOOL DISTRICT  
15 CENTRAL CATHOLIC HIGH SCHOOL  
16 CENTRAL POINT SCHOOL DISTRICT NO. 6  
17 CENTRAL SCHOOL DISTRICT 13J  
18 CLACKAMAS EDUCATION SERVICE DISTRICT  
19 COOS BAY SCHOOL DISTRICT  
20 COOS BAY SCHOOL DISTRICT NO.9  
21 COQUILLE SCHOOL DISTRICT 8  
22 COUNTY OF YAMHILL SCHOOL DISTRICT 29  
23 CRESWELL SCHOOL DISTRICT  
24 CROSSROADS CHRISTIAN SCHOOL  
25 CULVER SCHOOL DISTRICT NO.  
26 DALLAS SCHOOL DISTRICT NO. 2  
27 DAVID DOUGLAS SCHOOL DISTRICT  
28 DAYTON SCHOOL DISTRICT NO.8  
29 DE LA SALLE N CATHOLIC HS  
30 DESCHUTES COUNTY SD NO.6 - SISTERS SD  
31 DOUGLAS COUNTY SCHOOL DISTRICT 116  
32 DOUGLAS EDUCATION SERVICE DISTRICT  
33 DUFUR SCHOOL DISTRICT NO.29  
34 ELKTON SCHOOL DISTRICT NO.34  
35 ESTACADA SCHOOL DISTRICT NO.108  
36 FOREST GROVE SCHOOL DISTRICT  
37 GASTON SCHOOL DISTRICT 511J  
38 GEN CONF OF SDA CHURCH WESTERN OR  
39 GLADSTONE SCHOOL DISTRICT  
40 GLENDALE SCHOOL DISTRICT  
41 GLIDE SCHOOL DISTRICT NO.12  
42 GRANTS PASS SCHOOL DISTRICT 7  
43 GREATER ALBANY PUBLIC SCHOOL DISTRICT  
44 GRESHAM-BARLOW SCHOOL DISTRICT  
45 HARNEY COUNTY SCHOOL DIST. NO.3  
46 HARNEY EDUCATION SERVICE DISTRICT  
47 HEAD START OF LANE COUNTY  
48 HERITAGE CHRISTIAN SCHOOL  
49 HIGH DESERT EDUCATION SERVICE DISTRICT  
50 HOOD RIVER COUNTY SCHOOL DISTRICT  
51 JACKSON CO SCHOOL DIST NO.9  
52 JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
53 JEFFERSON SCHOOL DISTRICT  
54 KLAMATH FALLS CITY SCHOOLS  
55 LA GRANDE SCHOOL DISTRICT  
56 LAKE OSWEGO SCHOOL DISTRICT 7J  
57 LANE COUNTY SCHOOL DISTRICT 4J  
58 LANE COUNTY SCHOOL DISTRICT 69  
59 LEBANON COMMUNITY SCHOOLS NO.9  
60 LINCOLN COUNTY SCHOOL DISTRICT  
61 LINN CO. SCHOOL DIST. 95C - SCIO SD  
62 LOST RIVER JR/SR HIGH SCHOOL  
63 LOWELL SCHOOL DISTRICT NO.71  
64 MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES  
65 MCMINNVILLE SCHOOL DISTRICT NO.40  
66 MEDFORD SCHOOL DISTRICT 549C  
67 MITCH CHARTER SCHOOL  
68 MOLALLA RIVER ACADEMY  
69 MOLALLA RIVER SCHOOL DISTRICT NO.35  
70 MONROE SCHOOL DISTRICT NO.1J  
71 MORROW COUNTY SCHOOL DISTRICT  
72 MT. ANGEL SCHOOL DISTRICT NO.91  
73 MT.SCOTT LEARNING CENTERS  
74 MULTISENSORY LEARNING ACADEMY

75	MULTNOMAH EDUCATION SERVICE DISTRICT	16	BONNEVILLE ENVIRONMENTAL FOUNDATION
76	MYRTLE POINT SCHOOL DISTRICT NO.41	17	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
77	NEAH-KAH-NIE DISTRICT NO.56	18	BROAD BASE PROGRAMS INC.
78	NESTUCCA VALLEY SCHOOL DISTRICT NO.101	19	CANBY FOURSQUARE CHURCH
79	NOBEL LEARNING COMMUNITIES	20	CANCER CARE RESOURCES
80	NORTH BEND SCHOOL DISTRICT 13	21	CASCADIA BEHAVIORAL HEALTHCARE
81	NORTH CLACKAMAS SCHOOL DISTRICT	22	CASCADIA REGION GREEN BUILDING COUNCIL
82	NORTH SANTIAM SCHOOL DISTRICT 29J	23	CATHOLIC CHARITIES
83	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	24	CATHOLIC COMMUNITY SERVICES
84	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	25	CENTER FOR RESEARCH TO PRACTICE
85	NYSSA SCHOOL DISTRICT NO. 26	26	CENTRAL BIBLE CHURCH
86	ONTARIO MIDDLE SCHOOL	27	CENTRAL CITY CONCERN
87	OREGON TRAIL SCHOOL DISTRICT NO.46	28	CENTRAL DOUGLAS COUNTY FAMILY YMCA
88	OUR LADY OF THE LAKE SCHOOL	29	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
89	PHILOMATH SCHOOL DISTRICT	30	CHILDPEACE MONTESSORI
90	PHOENIX-TALENT SCHOOL DISTRICT NO.4	31	CITY BIBLE CHURCH
91	PORTLAND ADVENTIST ACADEMY	32	CLACKAMAS RIVER WATER
92	PORTLAND JEWISH ACADEMY	33	CLASSROOM LAW PROJECT
93	PORTLAND PUBLIC SCHOOLS	34	COAST REHABILITATION SERVICES
94	RAINIER SCHOOL DISTRICT	35	COLLEGE HOUSING NORTHWEST
95	REDMOND SCHOOL DISTRICT	36	COLUMBIA COMMUNITY MENTAL HEALTH
96	REEDSPORT SCHOOL DISTRICT	37	COMMUNITY ACTION ORGANIZATION
97	REYNOLDS SCHOOL DISTRICT	38	COMMUNITY ACTION TEAM, INC.
98	ROGUE RIVER SCHOOL DISTRICT NO.35	39	COMMUNITY CANCER CENTER
99	ROSEBURG PUBLIC SCHOOLS	40	COMMUNITY HEALTH CENTER, INC
100	SALEM-KEIZER PUBLIC SCHOOLS	41	COMMUNITY VETERINARY CENTER
101	SCAPPOOSE SCHOOL DISTRICT 1J	42	CONFEDERATED TRIBES OF GRAND RONDE
102	SEASIDE SCHOOL DISTRICT 10	43	CONSERVATION BIOLOGY INSTITUTE
103	SEVEN PEAKS SCHOOL	44	CONTEMPORARY CRAFTS MUSEUM AND GALLERY
104	SHERWOOD SCHOOL DISTRICT 88J	45	CORVALLIS MOUNTAIN RESCUE UNIT
105	SILVER FALLS SCHOOL DISTRICT	46	COVENANT CHRISTIAN HOOD RIVER
106	SIUSLAW SCHOOL DISTRICT	47	COVENANT RETIREMENT COMMUNITIES
107	SOUTH COAST EDUCATION SERVICE DISTRICT	48	DECISION SCIENCE RESEARCH INSTITUTE, INC.
108	SOUTH LANE SCHOOL DISTRICT 45J3	49	DELIGHT VALLEY CHURCH OF CHRIST
109	SOUTHERN OREGON EDUCATION SERVICE DISTRICT	50	DOGS FOR THE DEAF, INC.
110	SOUTHWEST CHARTER SCHOOL	51	DOUGLAS ELECTRIC COOPERATIVE, INC.
111	SPRINGFIELD SCHOOL DISTRICT NO.19	52	EAST HILL CHURCH
112	STANFIELD SCHOOL DISTRICT	53	EAST SIDE FOURSQUARE CHURCH
113	SWEET HOME SCHOOL DISTRICT NO.55	54	EAST WEST MINISTRIES INTERNATIONAL
114	THE CATLIN GABEL SCHOOL	55	EDUCATIONAL POLICY IMPROVEMENT CENTER
115	TIGARD-TUALATIN SCHOOL DISTRICT	56	ELMIRA CHURCH OF CHRIST
116	UMATILLA-MORROW ESD	57	EMERALD PUD
117	VERNONIA SCHOOL DISTRICT 47J	58	EMMAUS CHRISTIAN SCHOOL
118	WEST HILLS COMMUNITY CHURCH	59	EN AVANT, INC.
119	WEST LINN WILSONVILLE SCHOOL DISTRICT	60	ENTERPRISE FOR EMPLOYMENT AND EDUCATION
120	WHITEAKER MONTESSORI SCHOOL	61	EUGENE BALLET COMPANY
121	YONCALLA SCHOOL DISTRICT NO.32	62	EUGENE SYMPHONY ASSOCIATION, INC.
1	CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	63	EUGENE WATER & ELECTRIC BOARD
2	EMMANUAL LUTHERAN SCHOOL	64	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
3	HANAHAU'OLI SCHOOL	65	FAIR SHARE RESEARCH AND EDUCATION FUND
4	HAWAII TECHNOLOGY ACADEMY	66	FAITH CENTER
5	ISLAND SCHOOL	67	FAITHFUL SAVIOR MINISTRIES
6	KAMEHAMEHA SCHOOLS	68	FAMILIES FIRST OF GRANT COUNTY, INC.
7	KE KULA O S. M. KAMAKAU	69	FANCONI ANEMIA RESEARCH FUND INC.
8	MARYKNOLL SCHOOL	70	FARMWORKER HOUSING DEV CORP
9	PACIFIC BUDDHIST ACADEMY	71	FIRST CHURCH OF THE NAZARENE
<b>No.</b>	<b>Nonprofit &amp; Other</b>	72	FIRST UNITARIAN CHURCH
1	211INFO	73	FORD FAMILY FOUNDATION
2	ACUMENTRA HEALTH	74	FOUNDATIONS FOR A BETTER OREGON
3	ADDICTIONS RECOVERY CENTER, INC	75	FRIENDS OF THE CHILDREN
4	ALLFOURONE/CRESTVIEW CONFERENCE CTR.	76	GATEWAY TO COLLEGE NATIONAL NETWORK
5	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	77	GOAL ONE COALITION
6	ALZHEIMERS NETWORK OF OREGON	78	GOLD BEACH POLICE DEPARTMENT
7	ASHLAND COMMUNITY HOSPITAL	79	GOOD SHEPHERD COMMUNITIES
8	ATHENA LIBRARY FRIENDS ASSOCIATION	80	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
9	BARLOW YOUTH FOOTBALL	81	GRANT PARK CHURCH
10	BAY AREA FIRST STEP, INC.	82	GRANTS PASS MANAGEMENT SERVICES, DBA
11	BENTON HOSPICE SERVICE	83	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
12	BETHEL CHURCH OF GOD	84	HALFWAY HOUSE SERVICES, INC.
13	BIRCH COMMUNITY SERVICES, INC.	85	HEARING AND SPEECH INSTITUTE INC
14	BLACHLY LANE ELECTRIC COOPERATIVE	86	HELP NOW! ADVOCACY CENTER
15	BLIND ENTERPRISES OF OREGON	87	HIGHLAND HAVEN

88	HIGHLAND UNITED CHURCH OF CHRIST	160	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
89	HIV ALLIANCE, INC	161	PORT CITY DEVELOPMENT CENTER
90	HOUSING AUTHORITY OF LINCOLN COUNTY	162	PORTLAND ART MUSEUM
91	HOUSING AUTHORITY OF PORTLAND	163	PORTLAND BUSINESS ALLIANCE
92	HOUSING NORTHWEST	164	PORTLAND HABILITATION CENTER, INC.
93	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	165	PORTLAND SCHOOLS FOUNDATION
94	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	166	PORTLAND WOMENS CRISIS LINE
95	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	167	PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND
96	IRCO	168	PRINGLE CREEK SUSTAINABLE LIVING CENTER
97	JASPER MOUNTAIN	169	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
98	JUNIOR ACHIEVEMENT	170	QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC.
99	KLAMATH HOUSING AUTHORITY	171	REBUILDING TOGETHER - PORTLAND INC.
100	LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	172	REGIONAL ARTS AND CULTURE COUNCIL
101	LA GRANDE UNITED METHODIST CHURCH	173	RELEVANT LIFE CHURCH
102	LANE ELECTRIC COOPERATIVE	174	RENEWABLE NORTHWEST PROJECT
103	LANE MEMORIAL BLOOD BANK	175	ROGUE FEDERAL CREDIT UNION
104	LANECO FEDERAL CREDIT UNION	176	ROSE VILLA, INC.
105	LAUREL HILL CENTER	177	SACRED HEART CATHOLIC DAUGHTERS
106	LIFEWORKS NW	178	SAIF CORPORATION
107	LIVING WAY FELLOWSHIP	179	SAINT ANDREW NATIVITY SCHOOL
108	LOAVES & FISHES CENTERS, INC.	180	SAINT CATHERINE OF SIENA CHURCH
109	LOCAL GOVERNMENT PERSONNEL INSTITUTE	181	SAINT JAMES CATHOLIC CHURCH
110	LOOKING GLASS YOUTH AND FAMILY SERVICES	182	SALEM ALLIANCE CHURCH
111	MACDONALD CENTER	183	SALEM ELECTRIC
112	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	184	SALMON-SAFE INC.
113	METRO HOME SAFETY REPAIR PROGRAM	185	SCIENCEWORKS
114	METROPOLITAN FAMILY SERVICE	186	SE WORKS
115	MID COLUMBIA COUNCIL OF GOVERNMENTS	187	SECURITY FIRST CHILD DEVELOPMENT CENTER
116	MID-COLUMBIA CENTER FOR LIVING	188	SELF ENHANCEMENT INC.
117	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	189	SERENITY LANE
118	MORNING STAR MISSIONARY BAPTIST CHURCH	190	SEXUAL ASSAULT RESOURCE CENTER
119	MORRISON CHILD AND FAMILY SERVICES	191	SEXUAL ASSAULT RESOURCE CENTER
120	MOSAIC CHURCH	192	SHELTERCARE
121	NATIONAL PSORIASIS FOUNDATION	193	SHERIDAN JAPANESE SCHOOL FOUNDATION
122	NATIONAL WILD TURKEY FEDERATION	194	SHERMAN DEVELOPMENT LEAGUE, INC.
123	NEW AVENUES FOR YOUTH INC	195	SILVERTON AREA COMMUNITY AID
124	NEW BEGINNINGS CHRISTIAN CENTER	196	SISKIYOU INITIATIVE
125	NEW HOPE COMMUNITY CHURCH	197	SMART
126	NEWBERG FRIENDS CHURCH	198	SOCIAL VENTURE PARTNERS PORTLAND
127	NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	199	SOUTH COAST HOSPICE, INC.
128	NORTHWEST FOOD PROCESSORS ASSOCIATION	200	SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
129	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	201	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
130	NORTHWEST REGIONAL EDUCATIONAL LABORATORY	202	SOUTHERN OREGON HUMANE SOCIETY
131	NORTHWEST YOUTH CORPS	203	SPARC ENTERPRISES
132	OCHIN	204	SPIRIT WIRELESS
133	OHSU FOUNDATION	205	SPONSORS, INC.
134	OLIVET BAPTIST CHURCH	206	SPOTLIGHT THEATRE OF PLEASANT HILL
135	OMNIMEDIX INSTITUTE	207	SPRINGFIELD UTILITY BOARD
136	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	208	ST VINCENT DE PAUL
137	OREGON BALLET THEATRE	209	ST. ANTHONY CHURCH
138	OREGON CITY CHURCH OF THE NAZARENE	210	ST. ANTHONY SCHOOL
139	OREGON COAST COMMUNITY ACTION	211	ST. MARYS OF MEDFORD, INC.
140	OREGON DEATH WITH DIGNITY	212	ST. VINCENT DEPAUL OF LANE COUNTY
141	OREGON DONOR PROGRAM	213	STAND FOR CHILDREN
142	OREGON EDUCATION ASSOCIATION	214	STAR OF HOPE ACTIVITY CENTER INC.
143	OREGON ENVIRONMENTAL COUNCIL	215	SUMMIT VIEW COVENANT CHURCH
144	OREGON MUSUEM OF SCIENCE AND INDUSTRY	216	SUNNYSIDE FOURSQUARE CHURCH
145	OREGON PROGRESS FORUM	217	SUNRISE ENTERPRISES
146	OREGON REPERTORY SINGERS	218	SUSTAINABLE NORTHWEST
147	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	219	TENAS ILLAHEE CHILDCARE CENTER
148	OREGON SUPPORTED LIVING PROGRAM	220	THE EARLY EDUCATION PROGRAM, INC.
149	OSLC COMMUNITY PROGRAMS	221	THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
150	OUTSIDE IN		
151	OUTSIDE IN	222	THE NEXT DOOR
152	PACIFIC CASCADE FEDERAL CREDIT UNION	223	THE OREGON COMMUNITY FOUNDATION
153	PACIFIC FISHERY MANAGEMENT COUNCIL	224	THE SALVATION ARMY - CASCADE DIVISION
154	PACIFIC INSTITUTES FOR RESEARCH	225	TILLAMOOK CNTY WOMENS CRISIS CENTER
155	PACIFIC STATES MARINE FISHERIES COMMISSION	226	TILLAMOOK ESTUARIES PARTNERSHIP
156	PARALYZED VETERANS OF AMERICA	227	TOUCHSTONE PARENT ORGANIZATION
157	PARTNERSHIPS IN COMMUNITY LIVING, INC.	228	TRAILS CLUB
158	PENDLETON ACADEMIES	229	TRAINING EMPLOYMENT CONSORTIUM
159	PENTAGON FEDERAL CREDIT UNION	230	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE

231	TRILLIUM FAMILY SERVICES, INC.	9	DESCHUTES COUNTY RFPD NO.2
232	UMPQUA COMMUNITY DEVELOPMENT CORPORATION	10	DESCHUTES PUBLIC LIBRARY SYSTEM
233	UNION GOSPEL MISSION	11	EAST MULTNOMAH SOIL AND WATER CONSERVANCY
234	UNITED CEREBRAL PALSY OF OR AND SW WA	12	GASTON RURAL FIRE DEPARTMENT
235	UNITED WAY OF THE COLUMBIA WILLAMETTE	13	GLADSTONE POLICE DEPARTMENT
236	US CONFERENCE OF MENONNITE BRETHERN CHURCHES	14	GLENDALE RURAL FIRE DISTRICT
237	US FISH AND WILDLIFE SERVICE	15	HOODLAND FIRE DISTRICT NO.74
238	USAGENCIES CREDIT UNION	16	HOODLAND FIRE DISTRICT #74
239	VERMONT HILLS FAMILY LIFE CENTER	17	HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
240	VIRGINIA GARCIA MEMORIAL HEALTH CENTER	18	KLAMATH COUNTY 9-1-1
241	VOLUNTEERS OF AMERICA OREGON	19	LANE EDUCATION SERVICE DISTRICT
242	WE CARE OREGON	20	LANE TRANSIT DISTRICT
243	WESTERN RIVERS CONSERVANCY	21	MALIN COMMUNITY PARK AND RECREATION DISTRICT
244	WESTERN STATES CENTER	22	MARION COUNTY FIRE DISTRICT #1
245	WESTSIDE BAPTIST CHURCH	23	METRO
246	WILD SALMON CENTER	24	METROPOLITAN EXPOSITION-RECREATION COMMISSION
247	WILLAMETTE FAMILY	25	MONMOUTH - INDEPENDENCE NETWORK
248	WILLAMETTE VIEW INC.	26	MULTONAH COUNTY DRAINAGE DISTRICT #1
249	WOODBURN AREA CHAMBER OF COMMERCE	27	NEAH KAH NIE WATER DISTRICT
250	WORD OF LIFE COMMUNITY CHURCH	28	NW POWER POOL
251	WORKSYSTEMS INC	29	OAK LODGE WATER DISTRICT
252	YOUTH GUIDANCE ASSOC.	30	OR INT'L PORT OF COOS BAY
253	YWCA SALEM	31	PORT OF ST HELENS
1	ALCOHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA	32	PORT OF UMPQUA
2	ALOHACARE	33	REGIONAL AUTOMATED INFORMATION NETWORK
3	AMERICAN LUNG ASSOCIATION	34	RIVERGROVE WATER DISTRICT
4	BISHOP MUSEUM	35	SALEM AREA MASS TRANSIT DISTRICT
5	BUILDING INDUSTRY ASSOCIATION OF HAWAII	36	SANDY FIRE DISTRICT NO. 72
6	CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST	37	SUNSET EMPIRE PARK AND RECREATION
7	EAH, INC.	38	THE NEWPORT PARK AND RECREATION CENTER
8	EASTER SEALS HAWAII	39	THE PORT OF PORTLAND
9	GOODWILL INDUSTRIES OF HAWAII, INC.	40	TILLAMOOK PEOPLES UTILITY DISTRICT
10	HABITAT FOR HUMANITY MAUI	41	TUALATIN HILLS PARK AND RECREATION DISTRICT
11	HALE MAHAOLU	42	TUALATIN VALLEY FIRE & RESCUE
12	HAROLD K.L. CASTLE FOUNDATION	43	TUALATIN VALLEY WATER DISTRICT
13	HAWAII AGRICULTURE RESEARCH CENTER	44	UNION SOIL & WATER CONSERVATION DISTRICT
14	HAWAII EMPLOYERS COUNCIL	45	WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
15	HAWAII FAMILY LAW CLINIC DBA ALA KUOLA	46	WEST VALLEY HOUSING AUTHORITY
16	HONOLULU HABITAT FOR HUMANITY	47	WILLAMALANE PARK AND RECREATION DISTRICT
17	IUPAT, DISTRICT COUNCIL 50	48	YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT
18	LANAKILA REHABILITATION CENTER INC.	<b>No.</b>	<b>State Agencies</b>
19	LEEWARD HABITAT FOR HUMANITY	1	BOARD OF MEDICAL EXAMINERS
20	MAUI COUNTY FCU	2	OFFICE OF MEDICAL ASSISTANCE PROGRAMS
21	MAUI ECONOMIC DEVELOPMENT BOARD	3	OFFICE OF THE STATE TREASURER
22	MAUI ECONOMIC OPPORTUNITY, INC.	4	OREGON BOARD OF ARCHITECTS
23	MAUI FAMILY YMCA	5	OREGON CHILD DEVELOPMENT COALITION
24	NA HALE O MAUI	6	OREGON DEPARTMENT OF EDUCATION
25	NA LEI ALOHA FOUNDATION	7	OREGON DEPARTMENT OF FORESTRY
26	NETWORK ENTERPRISES, INC.	8	OREGON DEPT OF TRANSPORTATION
27	ORI ANUENUE HALE, INC.	9	OREGON DEPT. OF EDUCATION
28	PARTNERS IN DEVELOPMENT FOUNDATION	10	OREGON LOTTERY
29	POLYNESIAN CULTURAL CENTER	11	OREGON OFFICE OF ENERGY
30	PUNAHOU SCHOOL	12	OREGON STATE BOARD OF NURSING
31	ST. THERESA CHURCH	13	OREGON STATE POLICE
32	WAIANAE COMMUNITY OUTREACH	14	OREGON TOURISM COMMISSION
33	WAILUKU FEDERAL CREDIT UNION	15	OREGON TRAVEL INFORMATION COUNCIL
34	YMCA OF HONOLULU	16	SANTIAM CANYON COMMUNICATION CENTER
<b>No.</b>	<b>Special/Independent Districts</b>	17	SEIU LOCAL 503, OPEU
1	BAY AREA HOSPITAL DISTRICT	1	ADMIN. SERVICES OFFICE
2	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	2	HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
3	CENTRAL OREGON IRRIGATION DISTRICT	3	HAWAII HEALTH SYSTEMS CORPORATION
4	CHEHALEM PARK AND RECREATION DISTRICT	4	SOH- JUDICIARY CONTRACTS AND PURCH
5	CITY COUNTY INSURANCE SERVICES	5	STATE DEPARTMENT OF DEFENSE
6	CLEAN WATER SERVICES	6	STATE OF HAWAII
7	COLUMBIA 911 COMMUNICATIONS DISTRICT	7	STATE OF HAWAII
8	COLUMBIA RIVER PUD	8	STATE OF HAWAII, DEPT. OF EDUCATION



912 Petaluma Drive  
Cedar Park, Texas 78613  
512.786.2886

[www.nupark.com](http://www.nupark.com)

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**Proposal for a  
License Plate Recognition Parking Management System**

**National Cooperative Purchasing Alliance**

**RFP #12-16**

**Date Due: Tuesday, March 29<sup>th</sup>, 2016 at 2:00 PM CST**

March 25, 2016

**Matthew Mackel**  
Region 14 Education Service Center  
1850 Highway 351  
Abilene, Texas 79601  
T: (832) 331-2985  
mmackel@ncpa.us

Dear Mr. Mackel:

Thank you very much for the opportunity to work with the National Cooperative Purchasing Alliance (NCPA). Our NuPark solution was developed to help organizations improve the efficiencies of their parking operation while increasing parking utilization and customer service. The attached proposal details our automated, secure, LPR-capable, parking management solution, including all necessary hardware and software, along with extensive interfacing capabilities. NuPark provides one integrated system for all of our customers' parking management needs. With uParkCity and uParkCampus, customers will be able to streamline their processes, realize additional revenue, and achieve greater customer satisfaction.

NuPark was founded with the understanding that every parking operation is unique. We believe our distinctive combination of technology and operational experience will provide NCPA's members with a tool kit to solve not only your current parking challenges, but also those of the ever-changing future.

Our implementation and support process is designed to partner with NCPA's members to help utilize our industry leading technology to create new and innovative solutions to the parking management challenges. As such, our no nonsense annual software subscription includes new releases, upgrades, patches, integrations, onsite implementation, training, hosting, and ongoing support.

We at NuPark understand the needs of Parking Management Operations and will deliver a product that is robust, economical, and scalable as your NCPA members' needs evolve. In addition, we will provide them with a flexible pricing model that can be structured to meet their budgetary needs. Thank you for the opportunity to propose the NuPark solution for your NCPA membership and their parking operations. We look forward to a long and productive partnership with the National Cooperative Purchasing Alliance.

Sincerely,



Kevin Uhlenhaker  
CEO & Co-Founder  
(512)786-2886  
kevin.uhlenhaker@nupark.com

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# Signature Form

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The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name NuPark, Inc.

Address 912 Petaluma Drive

City/State/Zip Cedar Park, TX 78613

Telephone No. (512) 786-2886

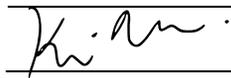
Fax No.

Email address kevin.uhlenhaker@nupark.com

Printed name Kevin Uhlenhaker

Position with company CEO

Authorized signature



# Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of April 11, 2016, by and between National Cooperative Purchasing Alliance (“NCPA”) and NuPark Inc. (“Vendor”).

## Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated April 11, 2016, referenced as Contract Number 05-17, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of License Plate Recognition Parking Management System;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

### ◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

**Total** \_\_\_\_\_

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<b><u>Annual Sales Through Contract</u></b>	<b><u>Administrative Fee</u></b>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

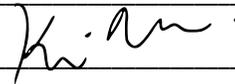
◆ **General Provisions**

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

**National Cooperative Purchasing Alliance:**

Name: Matthew Mackel  
 Title: Director, Business Development  
 Address: PO Box 701273  
Houston, TX 77270  
 Signature:   
 Date: April 11, 2016

**Vendor:**

NuPark Inc.  
 Name: Kevin Uhlenhaker  
 Title: CEO  
 Address: 912 Petaluma Dr.  
Cedar Park, TX 78613  
 Signature:   
 Date: 4-1-16

# Tab 3 – Vendor Questionnaire

---

Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

**50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Maryland       | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Massachusetts  | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Michigan       | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> Minnesota      | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> California           | <input type="checkbox"/> Mississippi    | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> Missouri       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> Montana        | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> Nebraska       | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada         | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> New Hampshire  | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> New Jersey     | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> New Mexico     |   |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> New York       |   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> North Carolina |   |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> North Dakota   |   |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> Ohio           |   |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Oklahoma       |   |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Oregon         |   |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Pennsylvania   |   |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Rhode Island   |   |

**All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

American Samoa

Northern Marina Islands

Federated States of Micronesia

Puerto Rico

Guam

U.S. Virgin Islands

Midway Islands

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

➤ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

• Respondent Certifies that this firm is a M/WBE

▪ **Historically Underutilized Business**

• Respondent Certifies that this firm is a HUB

◆ **Residency**

➤ Responding Company's principal place of business is in the city of Cedar Park, State of Texas

◆ **Felony Conviction Notice**

➤ Please Check Applicable Box;

A publically held corporation; therefore, this reporting requirement is not applicable.

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony

➤ If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

➤ Which best describes your company's position in the distribution channel:

Manufacturer Direct  Certified education/government reseller

Authorized Distributor  Manufacturer marketing through reseller

Value-added reseller  Other: \_\_\_\_\_

◆ **Processing Information**

➤ Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: Thomas Fasullo

Title: CFO

Company: NuPark Inc

Address: 912 Petaluma Dr.

City: Cedar Park State: Texas Zip: 78613

Phone: 713-409-9258 Email: thomas.fasullo@nupark.com

- Purchase Orders

Contact Person: Same as Above  
 Title: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

- Sales and Marketing

Contact Person: Jim Leida  
 Title: Director of Sales  
 Company: NuPark Inc.  
 Address: 912 Petaluma Dr.  
 City: Cedar Park State: TX Zip: 78613  
 Phone: 415-806-5522 Email: jim.leida@nupark.com

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
  - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
    - Yes       No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
  - Yes       No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
  - Yes       No

- ◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

## 4. VENDOR PROFILE

Please provide the following information about your company:

◆ **Company's official registered name.**

NuPark, Inc.

◆ **Brief history of your company, including the year it was established.**

The foundation of the NuPark solution was developed by the Texas Tech University parking department and launched in August of 2009. It was created to improve the efficiency of their parking operation by utilizing license plate recognition technology to eliminate visual enforcement. Throughout its development period and beyond, this highly integrated, flexible, and modern solution showed substantial improvement upon visually based enforcement systems.

In 2013, NuPark Inc. acquired the Texas Tech solution to bring this comprehensive system to the overall parking market. We used their model as the foundation for our uParkCampus and uParkCity systems. Our team has over 80 combined years of direct parking operation and technology experience. Members of the team have installed and serviced over 350 customers. Our clients have processed over \$20 million in transactions and are managing over 1,500,000 parkers using the NuPark system.

◆ **Company's Dun & Bradstreet (D&B) number.**

Number: 079626952

◆ **Company's organizational chart of those individuals that would be involved in the contract.**

NuPark has in-depth experience providing Automated, LPR-Enhanced Parking Management services, and is dedicated not only to ensuring the success of each implementation but also to providing excellent ongoing support. NuPark's implementation and support team includes the following members of our knowledgeable staff:

Sharon Schilly: Implementation Manager

Sharon has over 17 years of experience in the parking industry. She has worked with both parking operations and technology while at Duquesne University and T2 Systems. At T2 Systems, Sharon built and managed the implementation team; ran the CCS call center, letter processing, and collections division; and has personally installed more than 100 parking customers.

Mark Freeman: Support Manager

Mark has more than 20+ years of parking in the public safety and parking fields. Mark held management roles and has worked for both the Indiana University Police Department and the DePaul University Police Department. In addition to this work in parking operations, Mark has spent many years implementing and supporting parking software platforms at both Integrated Education Systems, Inc. and T2 Systems, Inc.

Stephen Lambert- Development Manager

Stephen has more than 12 years of experience in software development and information technology management. As the Manager of Information Systems, he has been instrumental in the system architecture, development, and support of NuPark. He earned a dual bachelor's degree in Accounting and Management Information Systems from Texas Tech University.

◆ **Corporate office location.**

- **List the number of sales and services offices for states being bid in solicitation.**
- **List the names of key contacts at each with title, address, phone and e-mail address.**

NuPark maintains satellite sales offices throughout the United States. Our main office address and contact information is listed below.

NuPark, Inc.  
912 Petaluma Drive  
Cedar Park, TX 78613

Kevin Uhlenhaker, CEO  
512-786-2886 Phone  
kevin.uhlenhaker@nupark.com

Jim Leida, Director of Sales and Business Development  
415-806-5522 Phone  
jim.leida@nupark.com

◆ **Define your standard terms of payment.**

50% due on agreement execution, 50% on product Go-Live.

◆ **Who is your competition in the marketplace?**

NuPark provides a unique product for parking management services, because we offer a modern, innovative, and highly integrable system. So, while there are companies that provide similar services, there are none who provide exactly what we do.

◆ **Provide Annual Sales for last 3 years broken out into the following categories:**

- **Cities / Counties**

NuPark would be happy to discuss financial details upon contract award.

- **K-12**

We do not currently work with K-12 clients.

- **Higher Education**

NuPark would be happy to discuss financial details upon contract award.

- **Other government agencies or nonprofit organizations**

NuPark would be happy to discuss financial details upon contract award.

◆ **What differentiates your company from competitors?**

NuPark is a modern company with a flexible, highly integrable system that gives parking operations all the efficiency of an open, automated, cloud-based, parking management solution, with the added benefit of allowing them to seamlessly interface with any outside systems with which they choose to share data. We give our customers the ability to create one integrated system designed to reflect the unique needs of their parking operations, and these integrations are included in the price of the uParkCampus and uParkCity subscriptions.

◆ **Describe how your company will market this contract if awarded.**

Once the contract is awarded, our sales department will systematically communicate to the NCPA membership, prioritizing those entities with which we have an existing relationship. In addition, all of NuPark's current prospects will be contacted, introducing them to the NCPA.

◆ **Describe how you intend to introduce NCPA to your company.**

Upon award, all departments will be educated on the NCPA contract and what it means to them and our prospects

◆ **Describe your firm's capabilities and functionality of your on-line catalog / ordering website.**

NuPark's products are configured for each individual customers needs. Through our website, email, or phone, a prospect can schedule a time for a demonstration. Product information sheets, white papers, and case studies will also be available.

◆ **Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)**

Standard support is available via phone, email, or support portal Monday-Friday 8:00 am to 6:00pm, local time. Emergency phone support is available 24 hours a day, 7 days week, 365 days a year. Customers can also contact our helpful support staff via phone, support website, or email. There are no limits to the number or types of support calls. All standard support issues will be responded to within 24 hours, while emergency items will have a 30-minute response time. Additionally, customers who complete advanced system training will be given direct access to our second level support team.

◆ **Green Initiatives**

- **As our business grows, we want to make sure we minimize our impact on the Earth’s climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.**

The NuPark system is inherently sustainable, because it is an LPR-enhanced solution that removes the need for paper or plastic permits and printed citations. Mobile LPR also increases efficiency and improves traffic flow, so that your parkers don’t have to drive around in circles wasting gas and emitting carbons while searching for a parking space. These are just a few examples of the ways in which we participate in green initiatives with our system. NuPark is constantly innovating and working on ways to increase our system efficiency and contribute to a cleaner environment, and we will continue to do so into the future. Recently, we helped Lewis and Clark College gain STARS innovation credits for sustainability.

◆ **Vendor Certifications (if applicable)**

- **Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.**

NuPark is registered in a growing number of states as required for local operation. Additional state and local registrations are added as needed for individual projects at no additional cost to customers. Beyond those registrations, NuPark is the manufacturer for our software solutions and the sole authorized provider.

## 5. PRODUCTS AND SERVICES/SCOPE

**Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.**

Compliant. NuPark will perform and provide the products and services listed in this document under the terms of this agreement. The modular nature of our seamlessly integrated parking management solution means specific modules can be enabled to create one integrated system to suit members' parking management needs, now and into the ever-changing future. In addition, our extensive integration capabilities increase system flexibility, giving our clients the option of interfacing with other information systems, such as pay-by-cell and pay-by-plate, when the need arises. We will work with the your to create a unique and detailed plan containing all required modules to fit the your business requirements.

### SYSTEM OVERVIEW

---

- ◆ **The proposed parking management solution should be a secure, database encrypted, vendor-hosted, and web-based system that improves staff efficiency, enhances customer convenience, increases revenues, and creates better parker compliance. This modern system should allow for the use of modern coding platforms, architectures, and data exchange methods.**

Compliant. The NuPark solution, as detailed in the following pages, meets all the requirements listed above. Our solutions, uParkCampus and uParkCity are both secure, database-encrypted, fully hosted, and cloud-based systems that improve staff efficiency, enhance customer convenience, increase revenue, and create better parker compliance. Additionally, the NuPark system also allows for the use of modern coding platforms, architectures, and data exchange methods.

**The following features must be included:**

- **License plate recognition technology that supports both physical and virtual permitting, as well a hybrid of the two, and includes the ability to use e-citations.**

Compliant. Please refer to the License Plate Recognition Section of this response for additional details.

- **Parking privileges that can be issued, modified, and removed in real-time**

Compliant. The NuPark solution communicates in real time with all elements of the system, so permits can be issued, modified, or removed from the database and your field officers will have that up-to-the-minute information on the enforcement devices.

- **Modular flexibility with features that can be enabled as the client's parking management needs evolve.**

Compliant.

The NuPark Solution includes the desired system modules, as listed in the RFP:

- |  |                                     |
|--|-------------------------------------|
| ✓ <i>Citation Management</i>               | ✓ <i>Permit Management</i>          |
| ✓ <i>Citation Payments</i>                 | ✓ <i>Waitlist Management</i>        |
| ✓ <i>Appeals &amp; Hearings Management</i> | ✓ <i>LPR Enforcement Software</i>   |
| ✓ <i>Vehicle Management</i>                | ✓ <i>LPR Entry Station Software</i> |
| ✓ <i>Customer Management</i>               | ✓ <i>Event Management</i>           |
| ✓ <i>Boot Tow Module</i>                   | ✓ <i>Property Maintenance</i>       |
| ✓ <i>Handheld Enforcement Software</i>     | ✓ <i>Motorist Assistance</i>        |

## PERMITTING

- ◆ **The provided solution should offer a robust permit management system that will streamline and increase the profitability of the permitting process. The solution should be able to utilize virtual or traditional permits, and virtual permits should contain specific attributes, such as start/end date, price, permissions, valid times/dates, locations, exceptions, etc. Unique identifiers, including license plates, toll tags, ID cards, etc., should be tied to the virtual permit, and one permit must be able to be assigned to multiple vehicles.**

Compliant. The NuPark solution offers a robust permit management system with a wide variety of features designed to streamline and increase the profitability of your permitting process. Our LPR-capable system gives you the ability to utilize the efficiency of virtual or traditional permits or a combination of the two. In addition, our custom-branded e-commerce site adds modern permitting convenience for both your customers and staff.

**Virtual/Traditional Permitting:** Our solution was designed around the idea of virtual permits as the logical container for all of the attributes of a permit. These attributes include start/end date, price, permissions, valid times/dates, locations, exceptions, etc. Once defined, unique vehicle identifiers are tied back to the virtual permit. These identifiers include license plates (used with LPR), toll tags, ID cards, vehicle number, etc. At the same time, our system maintains the flexibility to work with any type of traditional physical permit, including hangtags, stickers, and printable permits, as well as any combination of the two, based on your needs. This allows one virtual permit to be sold and used in a multitude of situations.

**Permit Management:** Your authorized personnel have complete control of your entire permitting process, including everything from on sale dates to group authorizations, using our comprehensive administrative portal. Permit effective and expiration dates can be setup for a specific date and time; your patrons will not have to pay for longer than they need. In addition, your authorized administrators can manage specialized applications, cancel permits, activate/de-activate passes, terminate employee parking privileges, and more, from the convenience of any computer with an Internet connection and modern browser.

**Customer Tracking:** NuPark's customer-centric database creates a customer record for each user, linking multiple vehicles, permits, citations, addresses, event registrations and more. Tag numbers, Proximity Card numbers, and Bus Pass Numbers can all be assigned to the customer/employee, and all parker information is searchable within the database. Your authorized staff has single-page access to all information linked to a customer record, including information related to the permit sale, such as permit status, payment history, customer information, and sold by details.

- ◆ **The proposed solution must include a user-friendly, secure, online permit purchasing portal as well as a mobile app. These features should accept credit, debit, payroll deductions, and more. Wait list capabilities must also be provided. Parker status should be controlled through the back office system, so that VIP, scofflaw, or parking privilege rules can be configured and automated within the system. The envisioned system must also allow administrators to set pre-qualification requirements for permit purchases, where parkers can upload requested documentation for specific parking privileges.**

Compliant. The uParkCity and uParkCampus solutions include a user-friendly, secure, e-commerce portal, as well as an optional mobile iOS or Android application, giving your customers the ability to purchase permits, manage their account, and much more, all from the convenience of their computer or phone. Providing your parkers with the ability to purchase permits online decreases office traffic and gives your staff the ability to focus on more important tasks. The NuPark system facilitates any payment method you request, including credit, debit, payroll deductions, and more. Additionally, the NuPark system allows parkers to assign multiple vehicles/license plates/people to a single permit, making it convenient for carpoolers and families to manage the use of one permit.

**WaitLists:** NuPark gives you Wait List capabilities with automated email notifications to provide convenience to parkers when garage/lot space limits prevent an immediate permit purchase. Our comprehensive system tracks space usage and wait lists parkers when garages/lots are full, prioritizing wait list sign-ups by date and time. Our system then holds reserved spaces for parkers for the length of time specified by your authorized administrators.

**Parker Status:** Your administrators control parker status through our easy-to-use administrative site. Customer records will reflect a customer as a VIP, scofflaw, or individual with specific lot/garage/space privileges. This information is communicated in real-time to all aspects of the system, meaning permit purchases can be restricted depending on parker status. In addition, your field officers have the most up-to-date status information giving them the ability to take appropriate action in the field.

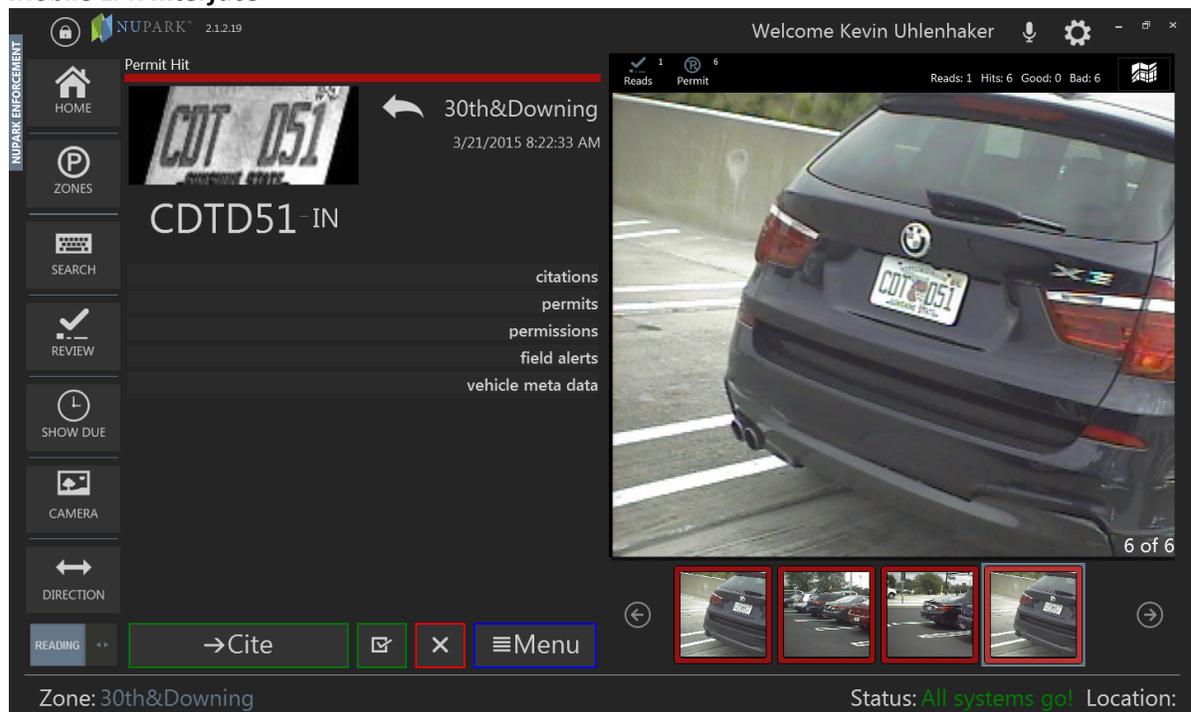
**Permit Pre-Qualifications:** uParkCity and uParkCampus give your authorized personnel the ability to set pre-qualification requirements for permit purchases. When applying for a permit, applicants can be required to submit documentation for parking in specific lots or locations, such as an employee ID, for example. Once submitted, documents can be approved either automatically or manually, depending on your business rules.

## LICENSE PLATE RECOGNITION

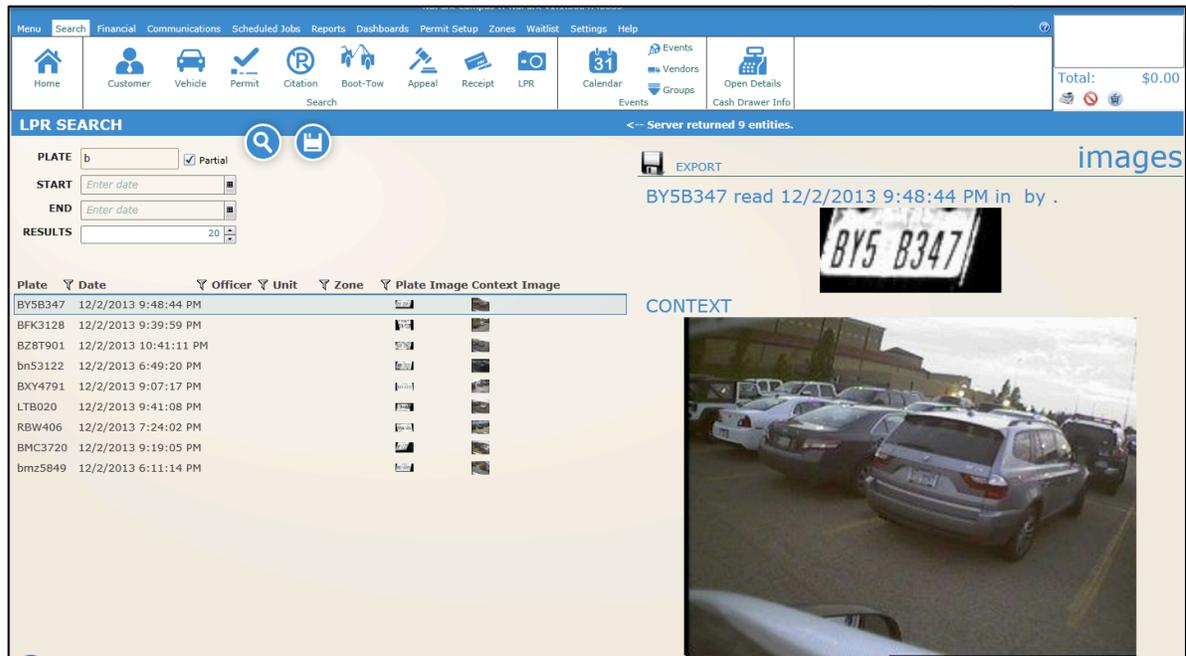
- ◆ **The optimum system should supply all the hardware and software necessary to create an efficient, secure, real-time, LPR-focused enforcement solution that enables the use of virtual or traditional permits using fixed or vehicle based mobile LPR cameras. The system should not require interaction with the ALPR camera software, but have a direct integration that reduces the system complexity, increases functionality, and improves officer usability. The same software used to identify vehicles should be the same that is used for enforcement with those vehicles. All of the functionally available in the enforcement handheld should be available in the in-vehicle LPR software.**

Compliant. NuPark’s Mobile License Plate Recognition module provides you with a highly effective way to verify parking permits, confirm mobile or meter-based payments, issue citations, identify scofflaws, provide vehicle location information, and more, all in real-time. And when you are ready, it also plays a key operational role in virtual permits and e-citations. Our Mobile LPR system maintains a high 95-98% read rate of recognized plates, even in darkness or adverse weather conditions. The NuPark mobile LPR software interfaces directly with the Genetec AutoVu LPR camera hardware and does not utilize or require interaction with the AutoVu Patroller software. This direct integration reduces the system complexity, increases functionality, and improves officer usability. The same software used to identify vehicles is the same that is used for enforcement with those vehicles. All of the functionality available in the enforcement handheld is available in the in-vehicle LPR software.

### Mobile LPR Interface



## LPR Data Search



Menu Search Financial Communications Scheduled Jobs Reports Dashboards Permit Setup Zones Waitlist Settings Help

Home Customer Vehicle Permit Citation Boot-Tow Appeal Receipt LPR Calendar Events Vendors Groups Open Details Cash Drawer Info

Total: \$0.00

**LPR SEARCH** < Server returned 9 entities.

PLATE: b  Partial

START:

END:

RESULTS:

EXPORT

BY5B347 read 12/2/2013 9:48:44 PM in by .

Plate	Date	Officer	Unit	Zone	Plate Image	Context Image
BY5B347	12/2/2013 9:48:44 PM					
BFK3128	12/2/2013 9:39:59 PM					
BZ8T901	12/2/2013 10:41:11 PM					
bn53122	12/2/2013 6:49:20 PM					
BXY4791	12/2/2013 9:07:17 PM					
LTB020	12/2/2013 9:41:08 PM					
RBW406	12/2/2013 7:24:02 PM					
BMC3720	12/2/2013 9:19:05 PM					
bzm5849	12/2/2013 6:11:14 PM					

CONTEXT



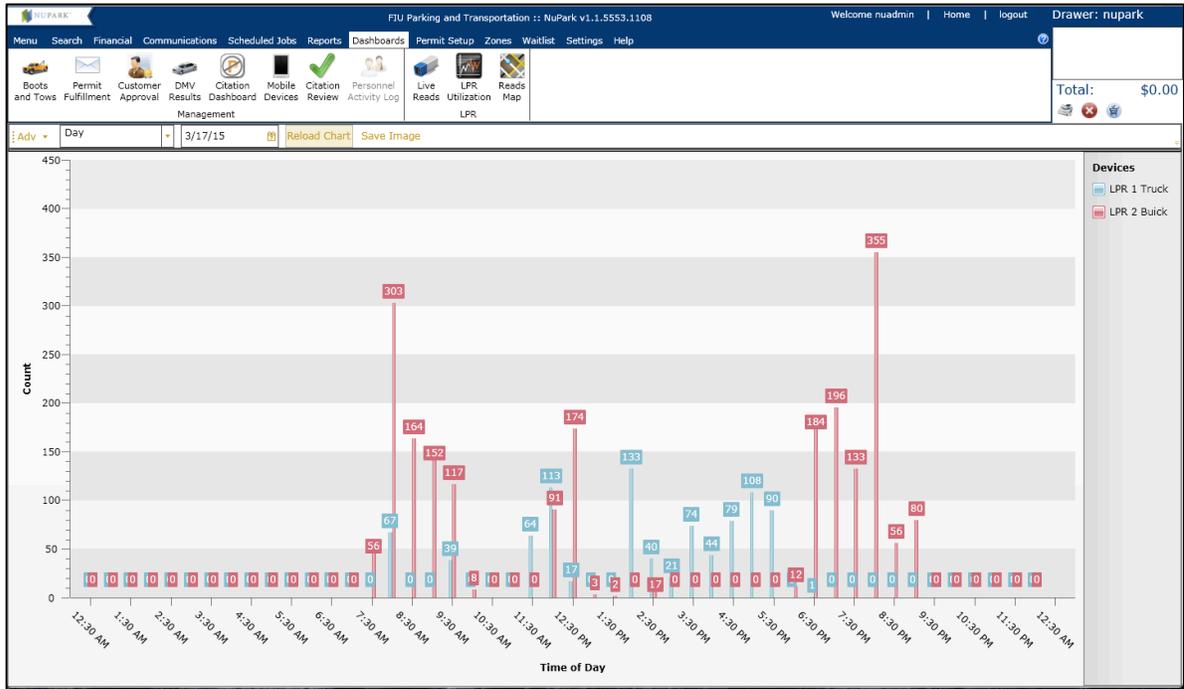
**Data Service:** Monthly mobile data service is not included in the bundle but is recommended for optimal operation. Mobile data plans can be provided by the customer's current service plan and are also available from NuPark for an additional charge.

- ◆ **The LPR module should allow authorized users to access to LPR data in a number of LPR-specific dashboards. The LPR data views should allow LPR data being collected in the field, including any field alerts to be viewed from the back office software. This information must include any known customer information about the vehicle. The dashboard will show the number of LPR vehicle scans in an easy to read graphical format. The LPR reads map will show vehicle location, enforcement status (allowed, in violation, etc.) and images captured, and provide the ability to search using the license plate.**

Compliant.

**LPR Dashboards:** For authorized users, LPR data is made accessible in a number of LPR specific dashboards. These include LPR data view, LPR utilization, and LPR Reads map. The LPR data view allows LPR data being collected in the field, including any field alerts, to be viewed from the back office software. This information includes any known customer information about the vehicle. The LPR utilization dashboard shows the number of LPR vehicle scans in an easy to read graphical format. The LPR reads map shows vehicle location, enforcement status (allowed, in violation, etc.) and images captured, and provides the ability to search using the license plate.

### LPR Utilization Dashboard



### LPR Data Map Dashboard

Plate	Date	GPS
SPK3743	11/12/14 7:07:30 PM -06:00	✓
56KCL6	11/12/14 7:07:33 PM -06:00	✓
<b>BJM3965</b>	<b>11/12/14 7:07:36 PM -06:00</b>	✓
CXW8761	11/12/14 7:07:39 PM -06:00	✓
CD9V861	11/12/14 7:07:42 PM -06:00	✓
LXS833	11/12/14 7:07:45 PM -06:00	✓
SXNA518	11/12/14 7:07:48 PM -06:00	✓
DHD0646	11/12/14 7:07:51 PM -06:00	✓
99GMY7	11/12/14 7:07:54 PM -06:00	✓
DB6J871	11/12/14 7:07:57 PM -06:00	✓
DYV0625	11/12/14 7:08:00 PM -06:00	✓

Map Callout: BJM3965, 11/12/14 7:07:36

Map Coordinates: 33° 34' 51.38" N 101° 52' 50.08" W

**The proposed enforcement module should offer a license plate-based validation system that supplies the ability to provide location and vehicle based validations.**

Compliant. NuPark’s comprehensive enforcement module offers a license plate-based validation system that supplies the ability to provide location and vehicle-based validations.

Our system also offers the following functionality, as requested in the RFP:

✓ **Kiosk application for vehicle registration**

NuPark provides you with an efficient POS/Cashiering module to facilitate vehicle registration at any on-site location.

✓ **Location and license plate restrictions to help prevent abuse**

Your authorized personnel configure the system restrictions to fit your unique business requirements, including location and license plate restrictions to help prevent abuse.

✓ **Real time update of validation status on handheld and vehicle enforcement units**

The NuPark system communicates in real time with all elements of the system, meaning your enforcement officers will have access to the most updated validation status data.

✓ **Multiple validation types supported including time based (2 hours free), reduced rate (\$3 off), flat rate (\$5 all day), and prepaid validation**

Your authorized staff members configure validation type settings, and all listed above are supported.

✓ **Validation usage reports**

All system data is available for reporting. Please refer to the Reporting Section of this document for a detailed overview of our robust reporting module.

✓ **Departmental or customer billing for validation usage**

Departmental and customer billing are both available with the NuPark system.

**ALPR CAMERA REQUIREMENTS:**

Our proposed ALPR Camera, the AutoVu SharpX uses a progressive scan sensor with 1024x946 (XGA) resolution, which provides an image resolution two to three times higher than most solutions found on the market today, ensuring better readability in situations, such as bad weather, dirty or obstructed plates, and difficult angles. It also utilizes a pulsed LED illuminator for effective use in 0 lux (total darkness) environments. The AutoVu SharpX complies with all of the following requirements, as listed in the RFP:

Compliant.	<b>1. Cameras are self-illuminating Infrared (IR) for effective license plate image capture in a variety of weather &amp; lighting conditions.</b>
Compliant.	<b>2. The Infrared (IR) Light Emitting Diodes (LEDs) are “pulsed” to enhance license plate capture and extend the lifetime of the LED board.</b>
Compliant.	<b>3. The cameras have a dual lens configuration in a single camera housing, featuring both an Infrared (IR) lens for license plate capture and a color overview image of the vehicle for verification purposes. This camera housing also contains onboard IR illumination, and is sealed to NEMA 6 (IP67) standards.</b>
Compliant.	<b>4. The Infrared (IR) component of the cameras is available in various IR wavelengths in order to provide effective license plate capture in different regions of the country in order to address the specific license plate properties found in various regions of the country.</b>
Compliant.	<b>5. The dual lens camera is capable of capturing up to 60 frames per second.</b>
Compliant.	<b>6. The cameras are capable of producing multiple license plate images with varying flash, shutter, and gain settings to ensure a high quality image regardless of weather or lighting conditions.</b>
Compliant.	<b>7. All camera-mounting bracket systems are fabricated specifically for the vendor’s cameras and are furnished by the vendor.</b>
Compliant.	<b>8. The cameras have a fixed focal point or target distance from the camera to the vehicle’s license plate from 9 ½ feet to 30 feet.</b>

**ALPR PROCESSOR REQUIREMENTS:**

The proposed ALPR processor complies with the following requirements, as listed in the RFP:

Compliant.	<b>1. The Automated LPR (ALPR) Processor has a “self-trigger” mode to detect the presence of correctly mounted vehicle license plates in the camera’s Field of View (FOV) for image capture from the camera.</b>
Compliant.	<b>2. The ALPR Processor is designed to be trunk-mounted and incorporates an intelligent Power Supply Unit (PSU) that provides for a safe start and shut-down each time the vehicle’s ignition is turned on &amp; turned off.</b>
Compliant.	<b>3. The ALPR Processor controls the power supplied to the cameras and provides video connection points for simplified system wiring.</b>

Compliant.	<b>4. The ALPR Processor utilizes, at least, an automotive 30 GB extreme environment Hard Disk Drive.</b>
Compliant.	<b>5. The ALPR Processor utilizes an embedded processor running Windows 7 or higher operating system (OS).</b>
Compliant.	<b>6. The ALPR Process has at least four (4) ALPR camera connections and multiple USB ports.</b>
Compliant.	<b>7. The ALPR Processor is designed to meet the environmental conditions associated with a trunk-mounted unit.</b>
Compliant.	<b>8. When the system is configured to utilize an independent ALPR Processor, the ALPR Processor and cameras are developed, manufactured &amp; supported by the same vendor.</b>

#### **IN-VEHICLE ALPR SOFTWARE REQUIREMENTS:**

The comprehensive NuPark system provides you with robust enforcement devices for use in the field, complete with appropriate enforcement software. For in-vehicle ALPR hardware, we recommend the rugged Windows 10.1" tablet, the Panasonic Toughpad FZ-G1. It includes a long-life, user-replaceable battery and sunlight-readable, high-sensitivity multi-touch screen for use even with gloves. This rugged yet portable tablet and accompanying enforcement software comply with the following requirements as listed in the RFP:

Compliant.	<b>1. The application software is capable of running on a touchscreen tablet (Panasonic Toughpad or similar).</b>
Compliant.	<b>2. The tablet can be undocked for use outside the vehicle.</b>
Compliant.	<b>3. The software is designed for touchscreen usage.</b>
Compliant.	<b>4. There are secure login and password functions on the ALPR software. These are controlled by the back office system such that the creation, deactivation, and password protocols are back office functions.</b>
Compliant.	<b>5. The LPR software has been successfully integrated into multiple LPR camera manufacturers.</b>
Compliant.	<b>6. There is a single button to turn on/off whichever camera configuration the enforcement officer is applying at the time.</b>
Compliant.	<b>7. There is a volume control button on the main screen to control the audible sounds from the system, and a mute button on the application screen.</b>

Compliant.	<p><b>8. The system provides live, simultaneous display of all of the following data:</b></p> <ul style="list-style-type: none"> <li>• The IR License Plate image</li> <li>• The license plate interpretation or system read</li> <li>• A corresponding color overview of the vehicle displaying the captured IR license plate</li> <li>• The date &amp; time stamp</li> <li>• Identification of the camera capturing the image</li> <li>• Parking related vehicle information (permits, notifications, etc.)</li> </ul>
Compliant.	<b>9. The system captures GPS coordinates for every license plate.</b>
Compliant.	<b>10. The system has the ability to GPS stamp all the reads.</b>
Compliant.	<b>11. The mobile software component allows the enforcement officer to select which area he is working in and notifies him when the selected zone does not match the current GPS location of the vehicle.</b>
Compliant.	<b>12. The mobile software system dynamically sorts the parking zone list based on the zones closest to the vehicle's current GPS location.</b>
Compliant.	<b>13. The mobile software component allows the enforcement officer to select which enforcement they want to enforce for multiple parking permission types, and activate/deactivate all plate based enforcement. Examples: Permits, Events, Pay by Phone by plate, e-chalk, Pay by Plate, Kiosk, Scofflaw, etc.</b>
Compliant.	<p><b>14. The LPR system simultaneously enforces the following applications:</b></p> <ul style="list-style-type: none"> <li>• Timing enforcement</li> <li>• Permit enforcement</li> <li>• Pay by Plate Kiosk</li> <li>• Pay by phone by plate</li> <li>• Scofflaw (boot/tow – unpaid tickets)</li> <li>• Multiple Hotlists</li> </ul>
Compliant.	<b>15. The mobile software component allows the enforcement officer to select the timing period that is being enforced from a drop down list (30 minutes, 1 hour, etc.).</b>
Compliant.	<b>16. The mobile software exchanges vehicle timing records with other LPR vehicle systems and enforcement handhelds in real time.</b>
Compliant.	<b>17. The LPR system is able to enforce different zones with separate cameras. For example, the right camera can enforce a faculty/staff parking zone while the left camera enforces a student parking zone.</b>

Compliant.	<b>18. The main screen on the system has integrated ticketing, so when an enforcement officer has an LPR “hit” they can simply press one button to complete enforcement activities (citation generation, booting, towing, permit issuance) within the same LPR application.</b>
Compliant.	<b>19. The mobile software component allows the enforcement officer to manually enter plates that are unreadable.</b>
Compliant.	<b>20. The mobile software component gives a unique audible and visible alert when an illegally parked vehicle is discovered.</b>
Compliant.	<b>21. The Alert Screen remains displayed until acknowledged by the enforcement officer, and, while displayed, the system continues to process license plate data in the background. All captured data is stored in the system during this interval.</b>
Compliant.	<b>22. The system provides the enforcement officer with the capability to manually enter a license plate for the purpose of searching that license plate against the system’s database(s).</b>
Compliant.	<b>23. The system is capable of various configurations to capture plates in any of the following modes depending on the configuration:</b> <ul style="list-style-type: none"> <li>• An adjacent lane on either side of the vehicle while driving through traffic and/or parking lots.</li> <li>• Traffic in an adjacent lane while parked on the side of shoulder of a roadway.</li> <li>• Any parking application from parallel to perpendicular parked car orientation with respect to the movement of the police vehicle.</li> </ul>
Compliant.	<b>24. Software is able to enforce shared permits across multiple mobile LPR vehicles and enforcement handhelds, meaning that one permit could be associated to several vehicles but only one vehicle can use the unique permit at a time. Notifies the enforcement officer in real-time when more than one vehicle on a shared permit is in enforcement during the same timeframe. When identified, the officer has the ability to issue citations to either or both vehicles.</b>
Compliant.	<b>25. System supports both visible and silent vehicle notifications. Visible notifications will be displayed to the enforcement officer in the vehicle, while silent notifications will not be displayed to officer but will be sent by email to the user who created the alert.</b>

Compliant.	<b>26. The system provides a feature to enable or disable “fuzzy-logic” plate matching in each LPR vehicle to enable the system to match common number character issues (such as 0/O and 8/B) or unknown characters. This feature can be enabled or disabled at the user’s discretion. Fuzzy logic verifies multiple permutations of one plate to increase the read rate.</b>
Compliant.	<b>27. Software supports the ability to add non-LPR camera-generated photos for issued citations, either during or after the citation issuance process.</b>
Compliant.	<b>28. Software provides an image-based license plate verification step before citation issuance. This is designed to ensure that all plate reads are reviewed by an enforcement officer before a citation is issued.</b>
Compliant.	<b>29. Software allows the enforcement officer to request a void for any citations issued.</b>
Compliant.	<b>30. The back office system provides for the ability to review citations either before or after the citation has been issued. Citations are able to be flagged for review and either corrected or voided upon review.</b>
Compliant.	<b>31. LPR data from both fixed and mobile LPR cameras is able to be searched and referenced from within the same back office software used for citations and permit management.</b>

**ENTRY STATION HARDWARE/SOFTWARE REQUIREMENTS:**

The NuPark solution supports fixed LPR cameras for use with entry stations, license plate inventory, vehicle counting, and vehicle monitoring. All of the LPR data feeds into the NuPark database and is available for vehicle search and notification. Our proposed LPR camera, the AutoVu SharpX, and all required software comply with the following requirements, as listed in the RFP:

Compliant.	<b>1. Support-fixed LPR camera to identify vehicles before they reach the entry station.</b>
Compliant.	<b>2. The entry station software is designed for touchscreen use.</b>
Compliant.	<b>3. The entry station software runs on a Windows 7 or higher touchscreen all-in-one kiosk.</b>
Compliant.	<b>4. Entry station software identifies vehicle permissions and notifies users with a visual and audio notification if a vehicle is allowed past entry station.</b>

Compliant.	<b>5. Entry station software provides the ability to record vehicles that drive past entry station or disregard entry station user directions.</b>
Compliant.	<b>6. Entry station software supports both visible and silent vehicle notifications. Visible notifications are displayed to the entry station user, while silent notifications will not be displayed to the enforcement officer but will be sent by email to the user who created the alert.</b>
Compliant.	<b>7. The system provides the ability to create “covert” vehicle notifications for law enforcement. A covert alert will not alert the user to a hit, but will send an electronic alert. This alert will include the notification type, details, license plate image, overview image, GPS coordinates, and a map of the GPS location.</b>

## ADMINISTRATIVE ACCESS/SYSTEM MANAGEMENT

- ◆ **The system should provide convenient management access to the system for administration and supervisors. Authorized personnel should have complete control of the functionality and user interface, along with the ability to monitor and manage users, citations, appeals, hearings, booting/towing, invoices, payments, reports, user groups, parking lots, audit system settings, and other parking management tasks, all in real time. When changes are made in the administrative system, the appropriate information should be made available on the handheld devices.**

Compliant. NuPark’s comprehensive software provides a full, real-time, administrative portal that gives your authorized personnel the ability to monitor and manage users, control your system functionality and user interface, create and schedule tasks, manage citations, appeals, hearings, booting/towing, invoices, payments, reports, user groups, parking lots, audit system settings, and more, all from one convenient management website. Your staff members simply log in with a unique ID and password, and all the tools needed to complete various parking tasks are at their fingertips.

**User Roles, Rights, Access Privileges, and Passwords:** NuPark's system security includes group level access rights, which are assigned and managed by your authorized administrators. Every user is given a unique ID and password for access and tracking purposes. You control the levels of access rights and security privileges based on either a job set or individual privileges, and an unlimited number of roles can be defined, depending on your business requirements. We give you the ability to control who can view/edit/delete specified data within your system.

**Integration:** The NuPark solution was developed from the beginning to seamlessly integrate with other information and parking management systems, including central single sign in systems. In fact, NuPark is a member of the InCommon Federation. Standard interfaces provide for two-way batch and real time data transfer of customer, citation, housing, payroll, financial, and other data. We have experience seamlessly integrating and have partnered with all major multi-space metering and pay-by-cell systems to provide a comprehensive real time solution for parking operations. We do not charge more for these interfaces, nor do we assess an upcharge for exchanging real-time data.

Current Integrations include the following:

<u>Multi-Space Meters</u>	<u>Pay-by-Cell</u>
Parkeon	PayByPhone
Cale	MobileNow!
Digital/T2	ParkMobile
Vendtek	Passport (In Progress)

**Local Login:** All customers have the ability to use the e-commerce site to create a username and password for account access. Your authorized administrators control local password standards, including requirements for length, alphanumeric types (caps and non caps) and special character inclusion, and both administrators and users have the ability to change or force change passwords when necessary. Local passwords are encrypted using a one-way hash and stored in the database. At NuPark, we provide you with a convenient, easy-to-use system that is also protected with the highest levels of security.

**Audit Trail:** All actions taken within the system are captured and logged with a time/date stamp. A detailed history of all changes to all data types is retained and available for viewing within the application and in queries and reports. Searches can be made using any relevant terms, including customer, user, data changed, previous value, and date of change.

**ADMINISTRATIVE ACCESS/SYSTEM MANAGEMENT REQUIREMENTS:**

NuPark Administrative Access/System Management capabilities include the following, as listed in the RFP:

Compliant.	<b>1. Proposed system must be able to interface in real-time</b>
Compliant.	<b>2. Proposed system must have a real-time interface with a parking meter/pay station or pay-by-phone vendor for pay-by-plate paid parking.</b>
Compliant. Please see list of vendors above.	<b>3. Vendor must have proven experience enforcing pay-by-plate parking systems in real time. Please provide list of vendors.</b>
Compliant.	<b>4. The proposed pay-by-plate web office component must maintain ongoing communication, which verifies connectivity with the pay-by-plate systems on an ongoing basis.</b>
Compliant.	<b>5. If the communication fails for any reason, the proposed system must inform the enforcement officer that the system is down and cannot enforce pay-by-plate meter payments at that time.</b>
Compliant.	<b>6. The communication failure alarm must alert a designated system administrator of the failure.</b>

Compliant.	<b>7. If the pay-by-plate communication alarm is active, and although the enforcement officer is blocked from ticketing for pay-by-plate parking meter payments violations, the software should still allow the issuance of tickets for other types of violations.</b>
Compliant.	<b>8. The system should have a proven method of identifying enforcement officer input errors when the mobile device is used in handheld mode.</b>
Compliant.	<b>9. To prevent the issuance of a ticket to a paid parker, the ALPR software ticket issuance component must make a final real-time verification of paid parking rights prior to the printing of the ticket.</b>
Compliant.	<b>10. The selected vendor must have a common API so that pay-by-phone and parking meter companies can push their real time transactions.</b>
Compliant.	<b>11. The back office component must have statistical reporting on pay-by- plate related alerts and ticketing activity.</b>

## E-COMMERCE PORTAL/MOBILE APP

- ◆ **The system should include a comprehensive e-commerce portal, as well as an optional iOS and Android mobile application, which allow customers to manage their parking needs from any computer or mobile device. The e-commerce site must be highly augmentable and provide support for multiple languages. The site should allow parkers to login with a username and password and then guide them through whichever process they choose, including permit purchases and account changes.**

Compliant. The uParkCampus and uParkCity solutions includes a comprehensive e-commerce site, as well as an optional iOS and Android mobile application, which allow customers to manage their parking needs from any computer or mobile device. Parkers simply login with a unique username and password, and the system will guide them through whichever process they choose, including permit purchases and account changes. Your customers will be able to use any method of payment requested by you, including but not limited to credit, debit, or recurring payments through bank or payroll.

NuPark’s e-commerce site is intuitive, dynamic, and flexible, and includes but is not limited to the following capabilities:

1. Customer Account and Vehicle Management
2. Product-based Messaging
3. Automated Customer Reminders
4. Product Search and Browse
5. Printable Temporary Permits
6. Email Confirmations
7. Automated Renewal of Permits, Products, and Programs
8. Recurring Payments
9. “Where Can I Park” Permit Validation
10. “Where Did I Park” Vehicle Location
11. Event Parking

12. Violator reporting by parking patrons
13. Citation Payments (including boot/tow fees)
14. Citation Appeals

Additionally, NuPark includes a departmental permits e-commerce solution. The department permit portal allows departments to manage their departmental permits online, and includes the following:

1. Vehicle license plate registration
2. Short-term permit assignment with automatic permit expiration
3. Parking policy enforcement to ensure parkers who should not be assigned department permits (students, staff) cannot have permits assigned to their vehicle.
4. Ability to request and purchase additional temporary permits for department functions

NuPark's modern and flexible e-commerce site is also highly augmentable. A wide range of modifications to its standard capabilities are available based on your business needs. The e-commerce system is built on an off-the-shelf content management system. Your administrators are able to manage web store settings and options, including but not limited to product sales settings, messaging management, automated reminders, as well as the ability to edit product sales workflows, verbiage, and visual design elements, all through our comprehensive management website. Additionally, the site provides support for multiple languages.

NuPark's custom-branded consumer app provides all of the following functionality, as listed in the RFP:

- ✓ Support for iOS and Android platform. Windows Mobile and Blackberry available upon request.
- ✓ Permit Purchase, Citation Appeal, Citation Payment
- ✓ Permit Parking Privilege Verification (Where can I park?)
- ✓ Optional Parking Violator Reporting
- ✓ Occupancy Data (when available)

## **ENFORCEMENT: CITATION ISSUANCE**

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- ◆ **The handheld enforcement solution should provide the ability to manage the citation process in real time. Field officers must be able to issue and verify permits using barcode scanner, manual entry, or LPR; take photographic evidence and attach photos to citation record; issue citations, review full vehicle citation history; and record and review boot/tow records in the field. The system should provide the ability to issue citations electronically, by letter, or printed on site.**

Compliant. NuPark's comprehensive LPR-enhanced system gives you all the hardware and software needed to efficiently manage your enforcement process from permit verification to citation reconciliation. Citations can be issued electronically via email or letter or printed on the fly (often based on whether the vehicle is identified/affiliated or not). Interfaces with both in-state and out-of-state DMV are offered (when available) to track owner information of citations issued to unidentified vehicles. Interfaces with outside systems can be configured as desired to share citation data.

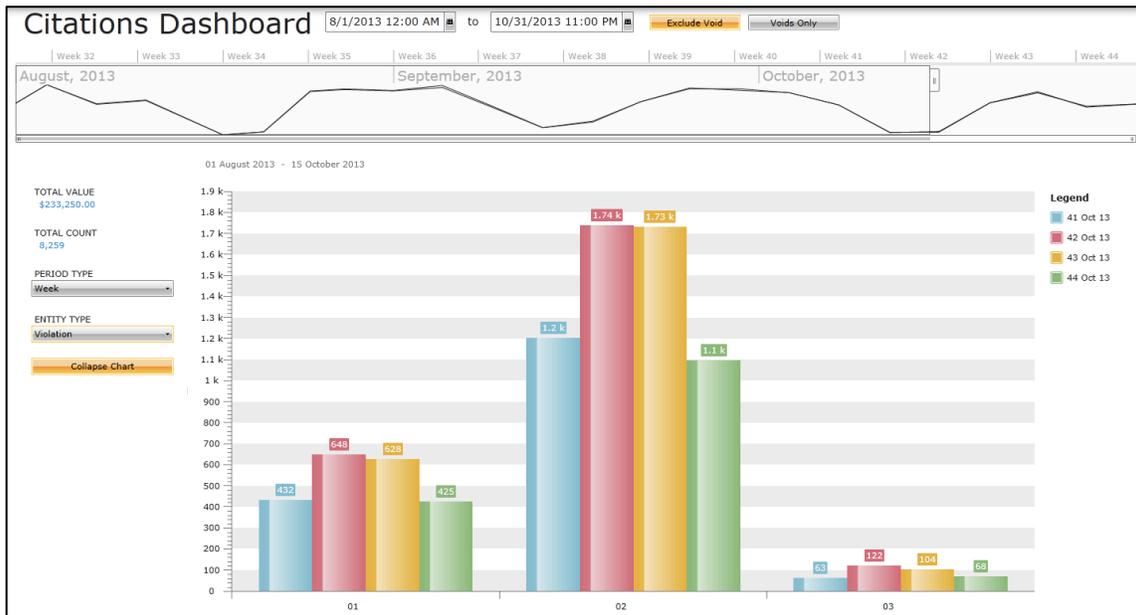
**Citation Management:** NuPark's comprehensive parking solution gives you the ability to configure citation rules and parking permissions in real time, according to your administrative code for parking violations. All photo evidence uploaded to the citation record by either the parker during the appeals process or the field officer during citation writing is viewable in the citation record. Our system accepts several types of image files, including jpg, pdf, xls, and doc.

### Citation Management

The screenshot displays the Citation Management interface for citation 9413020859. The interface includes a navigation menu at the top with options like Search, Financial, Communications, and Reports. The main content area is divided into several sections:

- Summary:** Citation ID 9413020859, amount due \$25.00, violation date 4/9/2014 4:00:00 PM, issued date 10/21/2013 7:27:57 AM, status UnPaid.
- Vehicle Information:** Name Betty Smith, Class Monthly, Type Billable, ID R67845322.
- Permissions:** A table showing active and expired permissions with columns for INV, EFFECTIVE, EXPIRES, DUE, and SERIES.
- Appeals, Receipts, and Reviews:** Summary counts for these categories, all currently at 0.
- Vehicle Details:** Plate BMZ5849 TX-AUTO, Description CHEV-ORG-TR, Make Chevrolet, Model Truck.

### Citation Issuance Dashboard



**Handheld Enforcement Hardware:** The NuPark handheld enforcement solution provides the ability to issue and verify permits, issue citations, and record boot and tow records in the field. The NuPark platform supports both rugged and non-rugged Windows and iOS handhelds, Android devices, and many Bluetooth printers. The rugged handheld is the Panasonic Toughpad FZ-M1. The enforcement-ready handheld is certified to meet MIL-STD-810G and IP65 specifications for resistance to drops up to 5 feet, water, dust, and other elements. It includes a long-life, user-replaceable battery and a sunlight-readable, high-sensitivity, 7-inch multi-touch screen for use even with gloves.



**Hardware Warranty:** The rugged handheld hardware includes a three-year warranty, and ALPR hardware includes a one-year warranty with the option to purchase additional years.

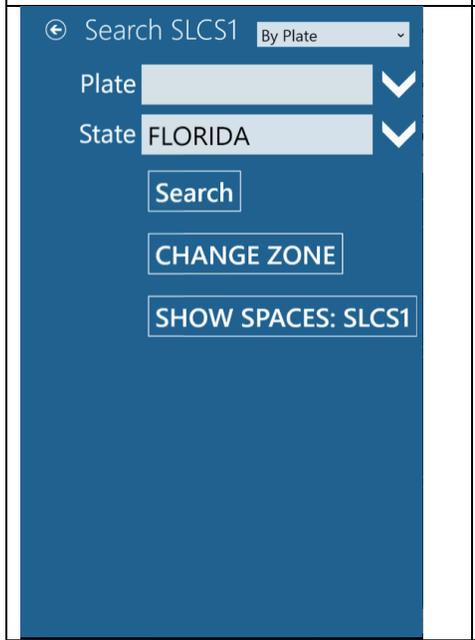
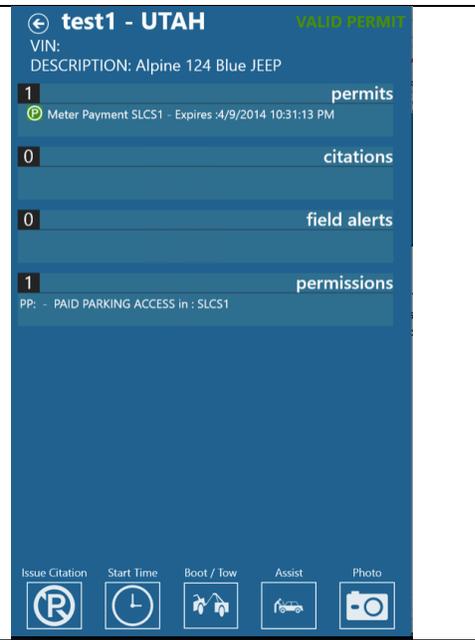
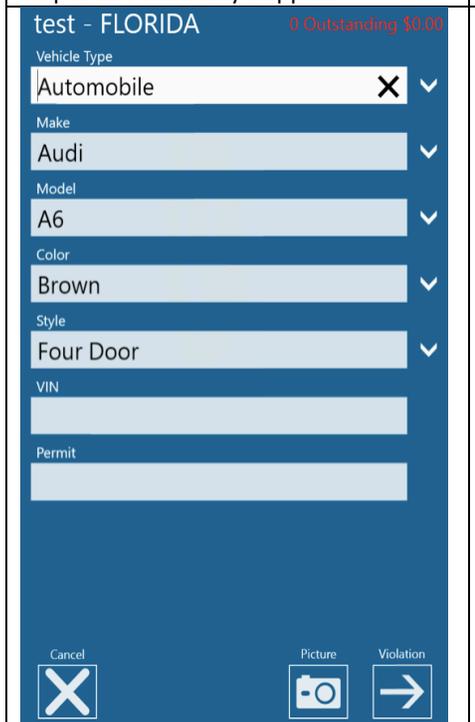
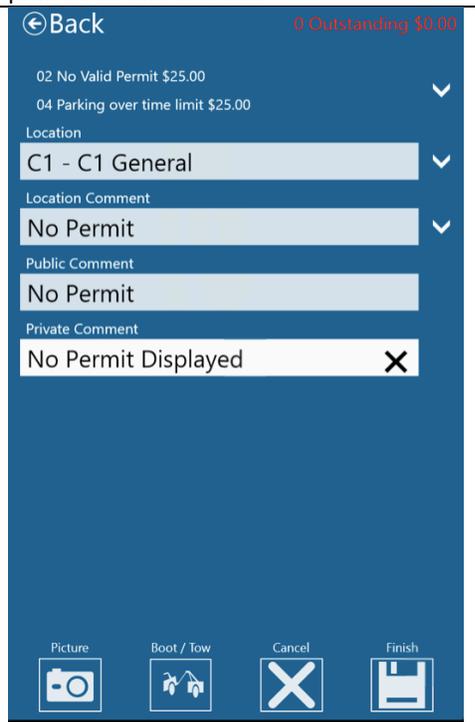
**Real Time Communication:** The NuPark handheld enforcement solution features real-time communication with all aspects of the overall parking system. All devices include multi-network high-speed 4G LTE networking. This real-time integration allows for robust reporting and quick access to system data.

**Booting/Towing:** Your authorized staff members configure the NuPark system for boot and tows according to your policies. Real time data alerts enforcement officers when a vehicle is eligible for a boot or tow. Officers can record boot/tow actions in the field on the handheld or vehicle tablet and can take photos to attach to the record. Release of boots and impoundments can also be recorded in the field and updated in real time in the backend office. Boot/tow fees can be paid at multi-space meters or online after hours to allow for a 24/7 unstaffed cashier, while still providing the release service.

**The handheld enforcement solution should be easy to learn and simple to use, and the platform should support Windows, Android, and iOS devices. Devices should have large screen so that enforcement officers can easily see the information on the screen and enter data using a large on-screen keyboard. Citation Issuance should be a simple, five step process.**

**Handheld Enforcement Software:** The NuPark handheld enforcement solution is designed to be easy to learn and simple to use. The large screen, lightweight, devices allow enforcement officers to easily see the information on the screen and to enter data using a large on-screen keyboard. The GPS-based zone definitions allow for zones to be sorted for the officers based on the closest zone to their current location. If they are not within the geo-fence of the selected zone a warning will be displayed for the officer. If the officer continues to issue the citation, the citation will be automatically flagged by the citation review dashboard for administrator review. In order to speed the issuance of citations, the last citation type issued will be at the top of the list for usage. The rest of the list is sorted by usage of that officer with the more commonly used violations bubbling to the top of the list. Finally, an optional last step displays the license plate image either taken by the LPR camera or by the officer.

**Issuing a Citation is a convenient and efficient five-step process.**

<p><b>1. Enter plate/permit/space.</b> (license plate, permit number, space number) to search for latest parking related information.</p> 	<p><b>2. Review vehicle data.</b> including any NuPark payments, permits, outstanding citations, scofflaw lists, etc.</p> 
<p><b>3. Enter Vehicle information.</b> If vehicle is already in database, this step is automatically skipped.</p> 	<p><b>4. Enter Violation Information.</b> Multiple violations can be selected and printed on one citation.</p> 

## 5. Print or Email Citation.



OR

TEXAS TECH UNIVERSITY  
Transportation & Parking Services
Parking Violation Notice

Citation #	Date of Violation	Violation	Location	License Plate	Fine
9413019537	Sunday, October 06, 2013 7:13:34 PM	01-PRKG IN NON-DESIGNATED AREAS	R19 IN ZAR 33 5801569193721-101 884457886223	TX-bh8007	\$25.00

Edward Johnson Jr  
edward.johnson@ttu.edu

RE: Parking Violation Notice Sunday, October 06, 2013  
8:01:48 PM

This vehicle has been cited for violation of the Texas Tech University Traffic and Parking Regulations. Citation payment or appeal must be received by date indicated to avoid accumulation of a 25 late fee. Overdue citations may result in transferring citation fees to Student Business Services, adjudication in a court of competent jurisdiction, placement with collections, or revocation of parking privileges.




If you are not the owner of this vehicle, please contact the number below.

For tips to avoid citations in the future, visit <http://www.parking.ttu.edu/>

**Handheld enforcement devices must provide the ability to "chalk tires" of vehicles in fixed time zone parking areas, and enforcement devices should share time zone records automatically, so one officer can create the initial time zone record and a second officer can issue a citation based on the time zone violation. Time zone information, including photos, should be stored centrally, so as to be accessed on any enforcement handheld or through the back office software.**

Compliant. NuPark's handheld enforcement devices provide the ability to "chalk tires" of vehicles in fixed time zone parking areas in order to enforce time zone limits. The handheld maintains a file of tagged vehicles and your officers can access the elapsed time whenever necessary. In addition, field officers working time zone enforcement are able to share time zone records, so one officer can create the initial time zone record and a second officer can issue a citation based on the time zone violation. Time zone information, including photos, is stored centrally and can be accessed on any enforcement handheld or through the back office software. This type of modern feature allows your officers to more accurately identify violators, increasing citation issuance and your revenue.

**The enforcement system must provide the ability to issue citations without printing a paper citation. These citations should be generated by in-vehicle or handheld citation software. Once issued citations should be emailed to known customers with email address and mailed to those without.**

Compliant. NuPark's flexible enforcement solution gives you the ability to issue e-citations in addition to or instead of paper citations. Identified violations can be queued for review prior to actual issuance, which enhances safety in the field by keeping the enforcement vehicle moving at regular speed without continued stops, and can also be helpful for training new officers. Once issued, citations are emailed to known customers with email addresses and mailed to those without.

The e-citations module includes the following features, as listed in the RFP:

- ✓ **Citation Review Dashboard:** This review utilizes user-configured settings to identify citations for review before issuance. Additionally, before issuance an automatic business rule check is performed to insure system changes haven't occurred between the violation date and issuance date. One example of this would be if an online permit were purchased after a violation was identified but before the citation was issued; based on your configuration and business rules the citation would be discarded due to the updated information.
- ✓ **Vehicle notification tracking:** Users can setup a field alert to require vehicles with multiple citations within a set time frame to be provided with an additional visual notification on the vehicle. The system will then allow the officer to note their actions after the alert.
- ✓ **Optional Paper Citations:** This feature gives you the option to issue paper citations for unidentified vehicles, thereby decreasing the need for obtaining owner information for unidentified vehicles due to the possibility of off-windshield payments.
- ✓ **Date/Time Stamp:** Both the Violation Date/Time and Issued Date/Time is recorded for every citation issued, giving you a clear and efficient audit trail.
- ✓ **Location Link:** Each e-citation provides a link to a Google Map view of the violation location, giving an additional piece of evidence for customer review. This type of modern feature decreases unnecessary appeals.

**HANDHELD PARKING ENFORCEMENT SYSTEM (HPES) REQUIREMENTS:**

NuPark's robust handheld parking enforcement system complies with the following requirements, as listed in the RFP:

Compliant.	<p><b>1. HPES Software is capable of executing the following:</b></p> <ul style="list-style-type: none"> <li>• <b>Parking Ticket Issuance</b></li> <li>• <b>Timing Limit Marking</b></li> <li>• <b>Permit enforcement</b></li> <li>• <b>Pay by plate Parking Meter/Pay by Phone enforcement</b></li> <li>• <b>Digital image capture</b></li> <li>• <b>Asset Management Reporting</b></li> <li>• <b>Automated scofflaw detection</b></li> <li>• <b>Automated hotlist detection</b></li> <li>• <b>GPS Capture</b></li> <li>• <b>Boot/Tow Management</b></li> <li>• <b>Motorist Assistance Management</b></li> </ul>
Compliant.	<p><b>2. The HPES system can apply an app locking mechanism. An end user without admin privileges cannot access Android or iOS settings and cannot access other unauthorized resident Android or iOS apps.</b></p>
Compliant.	<p><b>3. HPES application software incorporates a user login. The user will be required to enter a valid username and password to gain access to application screens.</b></p>
Compliant.	<p><b>4. Each individual enforcement officer will have his/her own defined username and password.</b></p>

Compliant.	<b>5. Software automatically stores captured GPS coordinate on all transactions, including issued ticket record.</b>
Compliant.	<b>6. Ticketing software uses GPS coordinate to cross-reference GIS data to auto-populate location fields on the handheld screen, automatically with no user-intervention. Dependent on availability of GIS data.</b>
Compliant.	<b>7. Each ticket uses the same ticket range whether it is a</b> <ul style="list-style-type: none"> <li>• Normal parking ticket</li> <li>• Voided ticket</li> <li>• Warning ticket</li> </ul>
Compliant.	<b>8. All data entered is available on user-defined drop-down lists with the exception of Plate #, VIN #, Meter #, Block#</b>
Compliant.	<b>9. All drop-down lists are defined and easily managed by the user on the back office system.</b>
Compliant.	<b>10. Software provides alphanumeric search-thru drop-down. E.g. entering the 1st character of the “Street name” will position the cursor on the first street beginning with that character. “F” – Forest/Farthington/Fitzgerald/etc... The same would apply to all drop-down lists.</b>
Compliant.	<b>11. Upon entry of vehicle plate number, HPES will alert the enforcement officer if special conditions exist &amp; provide special instructions if applied. Examples of special conditions include:</b> <ul style="list-style-type: none"> <li>• Scofflaw – unpaid tickets</li> <li>• Permit holder</li> <li>• Stolen vehicles</li> <li>• Tolerances – undercover vehicles or V.I.P.’s</li> </ul>
Compliant.	<b>12. Allow additional descriptive information to be entered for qualifying the Location field. E.g. a second street name + situation. “Corner of” street-1 &amp; street-2</b>
Compliant.	<b>13. Infractions should be categorized to reduce the size of infraction drop downs.</b>
Compliant.	<b>14. The software must retain values for the next vehicle being ticketed.</b>
Compliant.	<b>15. The software must retain values for additional violations to the same vehicle.</b>
Compliant.	<b>16. Where plate number is not available, enforcement officer enters VIN in dedicated VIN field.</b>
Compliant.	<b>17. Provide multiple fields for recording officer notes.</b>

Compliant.	<b>18. Must provide a private note field to capture enforcement officer's observations such as abusive behavior. The officer will be able to store unlimited private notes per ticket.</b>
Compliant.	<b>19. A drop-down list of templates of commonly used comments is required to minimize keystrokes.</b>
Compliant.	<b>20. The enforcement officer may add private notes to any previously issued ticket.</b>
Compliant.	<b>21. The enforcement officer may add captured images to any previously issued ticket. Each ticket will accommodate 4 digital images.</b>
Compliant.	<b>22. The Comment field will be 60 characters.</b>
Compliant.	<b>23. The comment template from the drop down list of templates must not be capable of being edited using the virtual keypad.</b>
Compliant.	<b>24. Images are captured and stored directly on the ticket record <i>after</i> the ticket has been printed and served.</b>
Compliant.	<b>25. Images may be captured and stored directly on any ticket record selected from a list of issued tickets</b>
Compliant.	<b>26. Images are embedded in the ticket record and not stored as a separate file and not in common data formats such as JPG, BMP, TIF, GIF, etc. This eliminates tampering of captured images.</b>
Compliant.	<b>27. A timing function for "electronic chalking" is required and should be accessible from the main ticketing screen.</b>
Compliant.	<b>28. Enforcement officer should not be required to exit ticketing screen to access other application functions. A menu of functions and sub- applications is available on each application screen.</b>
Compliant.	<b>29. Once vehicle is recorded as a timed vehicle, the enforcement officer will be able to view timed vehicles from a list.</b>
Compliant.	<b>30. The timed vehicles will be listed according to the street/location they were timed on. The list of streets will only include streets where enforcement officer recorded timing take-downs.</b>
Compliant.	<b>31. Entry of an already timed vehicle will automatically display the plate#, location, &amp; time stamp of the original timed entry. This window will offer the enforcement officer choices to issue a citation, re-time the vehicle with new time stamp and/or new location.</b>

Compliant.	<b>32. The HPES software should highlight those timed vehicles whose time has expired. E.g. the entry on the timing pickup list would be bolded clearly indicating the timed vehicles in violation.</b>
Compliant.	<b>33. The HPES software should block the enforcement officer from issuing a “Timing Ticket” if the time for the vehicle has not yet expired.</b>
Compliant.	<b>34. The HPES software should be capable of sharing timing data between multiple handheld devices in real time. One enforcement officer should be able to time the vehicle, any another officer on any other handheld or LPR vehicle should be able to verify timing status to issue ticket.</b>
Compliant.	<b>35. Enforcement officer should be able to report a broken or damaged parking meter from a menu of functions on the ticketing screen.</b>
Compliant.	<b>36. Ability to issue a courtesy/warning ticket – the courtesy ticket amount will display 0 (zero) however a regular ticket number will be issued and recorded.</b>
Compliant.	<b>37. Ability to request a void for an already issued and printed ticket from a list of issued tickets.</b>
Compliant.	<b>38. Ability to reprint any ticket or warning tickets.</b>
Compliant.	<b>39. Ability to add or replace captured images to or from any previously issued ticket in the issued tickets list.</b>
Compliant.	<b>40. A warning ticket should still be recorded with the original unique ticket number and passed to the HOST with all other issued tickets.</b>
Compliant.	<b>41. Ability to barcode the ticket number on the printed ticket.</b>
Compliant.	<b>42. Ability to record complete Tow process including location from, location to, vehicle damage before and after, respective tow fees.</b>
Compliant.	<b>43. System must carry reusable information captured during ticketing and directly deposit values in tow form, including all vehicle information, and ticket location.</b>
Compliant.	<b>44. Must have 4G WWAN connectivity capabilities. Must be able to connect with multiple common local wireless carriers.</b>
Compliant.	<b>45. Must be capable of communicating issued ticket data to back office in real time or batch.</b>
Compliant.	<b>46. The user must not have to toggle out of the ticket issuance program to look up the paid status from paid parking systems (e.g. not having to toggle out of ticket issuance program to use web portal for paid status).</b>

Compliant.	<b>47. The enforcement officer shall not have to use a web browser or web portal to view paid status.</b>
Compliant.	<b>48. The enforcement officer will see the status of all paid parking within a specified zone on a single screen.</b>
Compliant.	<b>49. Boot/Tow Module: Manage boot and tow transactions for vehicles.</b> <ul style="list-style-type: none"> <li>• <b>Create boot/tow record on handheld or in-vehicle software.</b></li> <li>• <b>Log vehicle damage</b></li> <li>• <b>Dispatch boot/tow staff electronically</b></li> <li>• <b>Capture driver and boot/tow staff signature</b></li> <li>• <b>Record towing details including location and company</b></li> </ul>
Compliant.	<b>50. Allow limited access to public safety officials to add vehicles to notification lists. Once identified vehicle details (photos, location, time, date) will be sent via email to requesting officer. Additionally officers can search vehicle scan images and location data by license plate, customer, or permit.</b>

## CITATION PAYMENT AND APPEALS

- ◆ **The system should give users the ability to fully manage the citation process from issuance to payment, and must include appeal and hearing capabilities. It must also offer an e-commerce site where customers can quickly and easily pay citations, including receipt creation.**

Compliant. NuPark’s administrative portal gives your authorized staff the ability to fully manage the citation process from issuance through payment, and includes appeal and hearing capabilities, as described in the following sections. Additionally, our efficient e-commerce portal allows your customers to pay or appeal citations from any computer with an Internet connection and modern browser, on their own schedule.

**The proposed system should provide parking administrators with the ability to control the actions taken by the system when citations age, balances accumulate, or other triggers occur. Citation history, including payments and delinquencies, must be available to authorized personnel via the administrative site.**

Compliant. Your parking administrators utilize our convenient administrative portal to control the actions taken by the system when citations age, balances accumulate, or other triggers take place, based on your unique business rules. For example, the software can be set to place a hold on an account when a customer's balance reaches a certain dollar amount, or when a citation remains unpaid for a specified amount of time. Our administrative interface gives your authorized personnel the ability to monitor and manage your entire enforcement process, including the ability to access citation history, payments, and delinquencies from one easy-to-use website.

**The system must include a multi-level, paperless, online appeal process, where a committee, or any other external designee can review appeals in the office. All citation, vehicle, and customer related history (including photos) should be viewable via the e-commerce site for parkers and via the administrative portal for authorized staff. The system must automatically generate all appeal correspondence from the system in email or printed letter format.**

Compliant.

**Customer Access:** Our custom-branded Customer Portal gives parkers the ability to conveniently manage their appeals from any computer or mobile device. Violators simply enter citation number, and all citation information, including evidence images, is available for review. Once the evidence is reviewed, parkers have the option to file an appeal. They simply enter their appeal reason and upload any support documentation or evidence. Automated notifications, set by your authorized administrators, can keep them up to date at each step of the process including when a decision is made on the appeal. NuPark's customer portal site gives you the ability to create a more efficient appeal experience for both your parkers and staff.

**Administrative Access:** The NuPark system also provides convenience to your staff by giving them the ability to manage the entire appeals process from the administrative site. There your administrators can structure the appeals process, review, and adjudicate on appeals from the convenience of any computer with an Internet connection and modern browser. Your authorized appeal committee personnel have a designated online appeal portal where they can review all citation, vehicle, and customer related history (including photos) as allowed by the parking office, and "vote" individually on the outcome of the citation. The parking office can set the system to apply a decision based on a percentage majority, or staff can choose to review and manually apply decisions from the committee rulings. Once a decision is reached, the system can automatically generate appeal notifications in the form of emails or letters, as designated by your authorized administrators.

The NuPark appeals module includes the following functions, as listed in the RFP:

- ✓ Parker registers citation appeal online with customer portal site and uploads all necessary evidence, notes, and photos.
- ✓ Appeal officer reviews appeal within system and rules on appeal.
- ✓ Parker is notified electronically of decision.
- ✓ If requested, second or third level appeal reviews are performed using the system appeal review portal. This portal provides second and third level review staff with all recorded details including citation, customer appeal, previous appeal level notes, and the ability to rule on the appeal.
- ✓ Appeal abuse reports are included to help monitor customer abuse of the appeal process.

## ADMINISTRATIVE REVIEW AND HEARINGS

- ◆ **A comprehensive Appeals and Hearings Management module should give authorized staff the ability to manage the appeals and hearing process in real time.**

Compliant. Our comprehensive Appeals and Hearings Management module gives your authorized staff members the ability to manage the appeals and hearing process in real time.

**Appeal response notifications should be automatically or manually generated from within the system, based on settings configured by administrators. All customer communication must be automatically recorded and attached to customer account for future reference. All data should be stored in the system and made available for use in customer communication including hearing times and locations, administrative review and hearing results with explanations, follow-up procedures and more.**

Compliant. All customer communications (letter or email) can be generated from within the NuPark system manually or automatically. We provide you with a standard set of templates, which can be used for a variety of purposes, including appeal response. These templates can be further customized by your staff with open fields for system-populated details, and produced as physical letters, emails, and or text messages. All system data is available for notifications, including hearing times and locations, and all customer communication is automatically recorded and attached to the customer account for future reference. Additionally appeal decisions can be scheduled to be sent out after business hours, providing customers time to reflect on the decision before calling the parking office.

### ADMINISTRATIVE REVIEW AND HEARINGS MODULE REQUIREMENTS:

Compliant.	<b>1. Any comments entered will remain with the appeal record.</b>
Compliant.	<b>2. All information related to the citation appeals and hearings process remains within the customer record.</b>
Compliant.	<b>3. The database automatically links all appeals history information to the customer ID or license plate.</b>
Compliant.	<b>4. Appeals can be automatically assigned to a hearing officer or appeal board. The appeal board can use the online appeal site to view all citation and appeal details, and make appeal rulings.</b>
Compliant.	<b>5. Administrators can set specific appeal status codes to suit our business needs.</b>
Compliant.	<b>6. Each appeals record contains an extensive, scrollable comment and history field for user notes.</b>
Compliant.	<b>7. Authorized staff can access and adjust citation amounts through the management website.</b>

Compliant.	<b>8. Due dates can be revised and citation amounts updated through the management website.</b>
Compliant.	<b>9. User-defined court costs can be added to appeals.</b>
Compliant.	<b>10. Appeal hearing schedules can be viewed from within the appeal schedule report or from within the appeal hearing calendar.</b>
Compliant.	<b>11. System administrators have full control over court location and hearing time.</b>
Compliant.	<b>12. Citation and customer vehicle license number records are all accessible by authorized personnel through the comprehensive management website.</b>
Compliant.	<b>13. Automated notification system can be set with specific codes to indicate reason appeal was upheld/denied.</b>
Compliant.	<b>14. Notifications can be printed, emailed, or texted.</b>
Compliant.	<b>15. The system supports multiple types of appeals including oral, written, or online. Additional types can be added by the local administrator.</b>

## IN-HOUSE SALES/CASHIERING

- ◆ **The proposed system should provide POS functionality, where individual users can configure the look and feel of their cashiering module, including related modules and color themes. All receipts should have the ability to be configured and printed or electronically sent to a customer. A web-based interface must allow for easy processing of many types of transactions.**

Compliant. NuPark's complete parking management system also offers a fully functional, web-based, POS/Cashiering module that gives you the ability to set up face-to-face permit sales, citation payments, and many other types of transactions where you want and when you want. Sales and payment information entered into the system at your POS location is immediately available within the main database for reports and queries.

The NuPark POS functionality has been designed with direct feedback from parking cashiers. Each cashier operates out of a unique system cashier drawer with daily sessions (batches). Each session is balanced and closed out from within the system. Our efficient reporting tool provides an extensive list of cashier reports, including cashier closeout and specified transactions. Individual users can configure the look and feel of their POS feature, including related modules and color themes. All receipts can be configured and printed or electronically sent to a customer.

Our comprehensive solution also offers a full, multi-level cashier closeout system feature that streamlines and automates the cashier's daily closeout process from start to finish. This cashiering feature gives you real time display of payments, cashier balancing, and supervisor approvals, and also provides the following, as listed in the RFP:

- Start of shift cash count
- End of shift cash count
- Automatic reconciliation between cashier transactions and recorded revenue
- Second level cash count recount and review
- Overall cashier revenue summary and review
- Bank deposit reconciliation
- Spot check audit support
- Support for coin collection from meters

Our unique cashier closeout feature dramatically increases cash controls while decreasing cashier closeout time.

## QUERIES AND REPORTS

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- ◆ **A robust Reporting Module must be included that provides user-friendly methods to retrieve, display, and utilize system data, including queries, reports, and dashboards. Authorized staff should have the ability to modify, edit, and create reports with any data stored within the system. Queries and reports should be able to be saved for the future and exported in any standard format. Training on the reporting features should be provided during implementation and on an as needed basis.**

Out of the box the uParkCity solution includes many user-friendly and customizable methods to retrieve, display, and utilize data from the system.

**Reports:** Our flexible, easy-to-use, and intuitive reporting package includes numerous standard reports for all major modules of the system. Users can modify, edit, and create reports to be produced manually or automatically utilizing the user-friendly report builder. Reports can be configured to run weekly, monthly, or annually, depending on your business needs, and can include any data contained within the system. All reports can be exported in commonly used formats and included in manual/automated notifications. Training on the report builder is provided during implementation and on an as needed basis. The report builder is included in the yearly subscription prices and is available for download and use by any of your authorized staff members.

**Queries:** In addition to the reporting tools, a robust web-based query builder tool is included for quick access to the system data. Queries created by the query manager can be saved for the future and used in the report builder. Data from queries can be viewed and sorted in the system or exported in a number of standard formats including Excel, Word, PDF, comma delimited file, and more.

**Graphs:** Dashboards offer a graphical view of the data to provide for quick data analysis and improved decision-making ability. The included parking operation-focused dashboards offer real-time insight into current hardware status, online permit sales, citation issuance, citation payments, and more. Reports can also be created to include many graph options and styles.

**Audit Trail:** All actions taken within the system are captured and logged with a time/date stamp and all data is available for reports, queries, and graphs. A detailed history of all changes to all data types is retained and available for viewing within the application and in queries and reports.

## AUTOMATED NOTIFICATIONS

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- ◆ **An easy-to-use Communication Designer must be provided that generates email, letter, or text message notifications manually or automatically based on settings created by administrators. Triggers for automated communication should be able to be configured based on a variety of parameter combinations, including customer data and sales histories, and must be able to be scheduled to send immediately, in the future, or at regular intervals. All data stored in the system should be available for use in customer communication including citation images, GPS locations, and custom fields.**

Compliant. Letter, email, or text-based customer notifications can be generated from within the NuPark system manually or automatically, based on settings created by your authorized administrators. Our easy-to-use customer communication designer gives your authorized personnel complete control of the creation and editing of emails, letters, and text messages from within the application. Your staff configures settings for automated communication, including triggers based on a wide variety of parameter combinations, including customer data and sales histories. In addition, you will be able to schedule these communications to send immediately, in the future, or at regular intervals. The HTML-based designer allows for graphical and pure HTML editing, and our notifications have no character limits. All data stored in the system is available for use in customer communication including but not limited to citation images, GPS locations, and custom fields.

**Customer Relationship Management:** All customer communications are automatically recorded and attached to customer accounts for future reference. Your authorized staff will have convenient access to all details of each communication related to a customer record on our efficient management site. NuPark gives you a comprehensive Customer Relationship Management system with all the tools needed to keep you and your customers on the same page.

**Integrated LPR Data:** Additionally, the integrated LPR data allows for customer communications based on physical presence not just current products sold. For example, if a lot is going to be closed for an event, emails/texts (or any communication) can be sent to parkers who have actually been parked in that lot over the past 5 days, not just to those who have a permit to be able to park in that lot. This is based on the data automatically collected as part of the LPR enforcement process.

**The envisioned system would provide a mass email function, where mass emails can be edited and sent through filtered sets of customer email addresses that are stored in the database. Editing should be able to be done on a group basis or by individual email/letter/text. The system must allow users to respond to and track individual question or complaint emails.**

Compliant. uParkCampus/uParkCity allow you to edit and send mass emails/texts through filtered sets of customer email addresses/mobile numbers that are stored in the database. Editing can be done on a group basis or by individual email/letter/text.

**All customer communications must be automatically recorded and attached to customer accounts for future reference.**

Compliant. All customer communications are automatically recorded and attached to customer accounts for future reference. Your authorized staff use our efficient management portal to access all details of each communication related to a customer record. NuPark gives you a comprehensive Customer Relationship Management system with all the tools needed to keep you and your customers on the same page.

## **INTERFACING**

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- ◆ **The proposed solution should seamlessly integrate with other information and parking management systems, providing two-way batch and real time data transfer of customer, citation, housing, payroll, financial, in-state and out-of-state DMV, and other types of data. The system must have the ability to deliver interfaces with any system with which the parking operation chooses to share data, including but not limited to access control providers, multi space meter pay station companies, and mobile payment applications. The cost of these interfaces, including the real-time exchange of data, should be included in the subscription.**

Compliant. The NuPark solution was designed from the beginning to seamlessly integrate with other information and parking management systems. Standard interfaces provides for two-way batch and real time data transfer of customer, citation, payroll, financial, pay-by-phone, pay-by-plate, mobile payment, and many other types of data. We do not charge more for these interfaces, nor do we assess an upcharge for exchanging real-time data. We are pleased to offer you the expertise of our staff and the robust technology of the NuPark solution, so that you can take advantage of greater efficiencies in your operation now and in the future.

## **SYSTEM HOSTING AND SECURITY**

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- ◆ **The system should be fully hosted by the vendor on a secure hosting platform that provides features such as frequent backups, network isolation, physical security, and access monitoring and logging. Access controls should also be provided to protect data access by unauthorized users.**

Compliant. The NuPark solution provides you with a fully hosted system utilizing the Microsoft Azure hosting platform. Windows Azure delivers a 99.95% monthly SLA with automatic OS and service patching, built-in network load balancing and resiliency to hardware failure. Microsoft is responsible for all servers, services, storage, security, access, OS upgrades, routine maintenance, and backup/recovery for production and test environments.

**System Security:** Azure addresses security risks across its infrastructure with continuous intrusion detection and prevention systems, denial of service attack prevention, regular penetration testing, and forensic tools that help identify and mitigate threats. Azure blocks unauthorized traffic to and within Microsoft data centers using a variety of technologies such as firewalls, partitioned Local Area Networks, and physical separation of back-end servers from public-facing interfaces.

Additional security measures in place to protect your data include the following:

- ✓ **Network isolation.** Network isolation prevents unwanted tenant-to-tenant communications, and access controls block unauthorized users from the network. Virtual machines do not receive inbound traffic from the Internet unless customers configure them to do so.
- ✓ **24-hour monitored physical security.** Microsoft datacenters are physically constructed, managed, and monitored 24 hours a day to shelter data and services from unauthorized access as well as environmental threats.
- ✓ **Monitoring and logging.** Centralized monitoring, correlation, and analysis systems manage the large amount of information generated by devices within the Azure environment, providing continuous visibility and timely alerts to the teams that manage the service. Additional monitoring, logging, and reporting capabilities provide visibility to customers.
- ✓ **Patch management.** Security patches help protect systems from known vulnerabilities. Integrated deployment systems manage the distribution and installation of security updates for the Azure service. Customers can apply similar update management processes for virtual machines (VMs) deployed on Azure.
- ✓ **Access monitoring and logging:** Security reports are used to monitor access patterns and to proactively identify and mitigate potential threats. Microsoft administrative operations, including system access, are logged to provide an audit trail if unauthorized or accidental changes are made. Customers can turn on additional access monitoring functionality in Azure and use third-party monitoring tools to detect additional threats. Customers can request reports from Microsoft that provide information about user access to their environments.

**System Backups:** Azure SQL Database automatically creates backups of every active database using the following schedule: Full database backup once a week, differential database backups once a day, and transaction log backups every 5 minutes. The full and differential backups are replicated across regions to ensure availability of the backups in the event of a disaster. By storing your data in Azure SQL Database, NuPark takes advantage of many fault tolerance and secure infrastructure capabilities that you would otherwise have to design, acquire, implement, and manage.

For more details on Azure security, please visit <http://azure.microsoft.com/enus/support/trust-center/security/>.

**User Roles, Rights, Access Privileges, and Passwords:** NuPark's system security includes group level access rights, which are assigned and managed by your authorized administrators. Every user is given a unique ID and password for access and tracking purposes. You control the levels of access rights and security privileges based on either a job set or individual privileges, and an unlimited number of roles can be defined depending on your business requirements. We give you the ability to control who can view/edit/delete specified data within your system.

**Handhelds must utilize point-to-point encryption and all credit card transactions should be handled and processed directly by the chosen payment gateway. No credit card data should be stored or processed by any component of the system.**

Compliant. The NuPark handhelds utilize Point-to-Point Encryption as required by PCI for mobile credit card capture and transmission. All credit card transactions with uParkCampus/uParkCity systems are handled and processed directly by your chosen payment gateway. As such, no credit card data is stored or processed by any component of the system. Additionally the Microsoft Azure hosting environment used by NuPark is PCI-DSS Level 1 assessed.

## IMPLEMENTATION AND TRAINING

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- ◆ **The proposed system must thoroughly cover all of the client's needs for implementation, including on-site and ongoing training, data conversion, and thorough client support.**

Compliant. Our experienced NuPark implementation team will provide you with the knowledge, documentation, support, and training needed to successfully transition from your current parking system to the NuPark solution. Our comprehensive implementation process includes the following:

1. Data Conversion
2. Review of current processes and operational goals
3. Configuration of the NuPark system
4. Configuration of integrations and interfaces
5. Field hardware installation and configuration
6. Online system training
7. On-site implementation and training on all facets of the system during go-live
8. Follow-up training post go-live

**Timeline:** NuPark is prepared to begin the implementation process immediately upon award of the contract. Typically our system can be implemented within 60-120 business days of the award date depending on your timelines and resource availability. The implementation phases listed above typically occur in the order listed, while some take place concurrently.

**Integrations:** NuPark is happy to match the format of current interfaces (if desired) to ensure a smooth transition between systems and a minimal impact on local IT resources. We are pleased to offer you the expertise of our staff and the robust technology of the NuPark solution, so that you can take advantage of greater efficiencies in your operation.

**Methodology:** You will be assigned a dedicated project manager and implementation team to support and guide you through this important transition. The team will meet with you at least weekly to cover scheduled tasks and address any outstanding items. We focus on understanding your rules and procedures as well as operational goals. We make sure no stone is left unturned by offering you full integration with any other outside system you desire. Our training is customized to your parking operation and is designed to make you feel confident and comfortable with the system. NuPark is committed to ensuring you have a successful transition and go-live.

**Data Conversion:** Included in the standard NuPark pricing is data conversion from your existing parking database. We will transfer, clean, convert, and normalize your current parking data. This can also be used to purge unwanted or unneeded data. Once complete the data will be loaded into the uParkCity or uParkCampus system for use.

**Peer-to-Peer Support:** You will be paired up with a current NuPark customer as a customer implementation partner. This partner is available throughout the install process and after go live for direct communication. The goal is to create a close relationship with another NuPark customer. You will be able to ask operational questions, gather general information, and receive peer-to-peer support from someone who is currently using the NuPark solution.

**On-Site Training:** Our experienced team will provide change management training for your staff, make recommendations on Best Practices, and share operational insight from years of experience operating an LPR-enhanced parking system. Members of our implementation team will be onsite for both the week of go-live and the week after. The goal is to ensure that your parking staff is not only trained on how to use the system, but feels comfortable using the system on a daily basis.

**Follow-up On-Site Training:** We will schedule a follow-up consulting visit to take place a few months after implementation. The follow-up visit is designed to ensure the system is continuing to best serve your business needs. To this end, our on-site personnel gather direct feedback from all levels of your parking team, and discuss additional opportunities to improve and expand your use of the system. Our goal is to provide you with a seamless transition to an effective, automated parking management system that will help you increase revenue and customer satisfaction.

**Ongoing Training and Support:** NuPark's system is designed to be easy to use for both new and experienced users. We will make training available to you in six-month intervals, if required. NuPark also provides a number of ongoing features for any necessary user training. These include an online knowledge base, community forums, and web tutorials. Your success is our success, so we are there for you throughout the life of the contract.

**Client and Customer Support:** Standard support is available via phone, email, or support portal Monday-Friday 8:00 am to 6:00pm local time. Emergency phone support is available 24 hours a day, 7 days week, 365 days a year. Customers can contact support via phone, support website, or email. There are no limits to the number or types of support calls. All standard support issues will be responded to within 24 hours, while emergency items will have a 30-minute response time. Additionally, customers who complete advanced system training will be given direct access to our second level support team.

**Remote Log-In:** Our support staff has been supporting parking applications for 20+ years. With a hosted solution, we see your data in real-time as if we were in your office. When necessary, we can also use a quick and secure remote-login service so that we can see your computer screen, or you can see ours.

## 7. PRICING

Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

Price lists must contain the following:

- Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
- Description
- Vendor's List Price
- Percent Discount to NCPA participating entities

Submit price list electronically on CD, DVD, or Flash Drive. Include respondents name, name of solicitation, and date on media of choice.

**Not To Exceed Pricing**

- NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
- The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.

NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

Compliant. Please find our price quote on enclosed CD's.

## 8. VALUE ADDED PRODUCTS AND SERVICES

**Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.**

None.

## 9. REQUIRED DOCUMENTS

- ◆ 1. Clean Air and Water Act/Debarment Notice
- ◆ 2. Contractors Requirements
- ◆ 3. Antitrust Certification Statements
- ◆ 4. FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ 5. Required Clauses for Federal Assistance by FTA
- ◆ 6. State Notice Addendum

## Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	<u>NuPark, Inc.</u>
Print Name	<u>Kevin Uhlenhaker</u>
Address	<u>912 Petaluma Drive</u>
City, State, Zip	<u>Cedar Park, TX 78613</u>
Authorized signature	<u></u>
Date	<u>March 25, 2016</u>

# Contractor Requirements

## **Contractor Certification Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

### **Fingerprint & Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

### **Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature



Date

March 25, 2016

## Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name NuPark, Inc.

Address 912 Petaluma Drive

City/State/Zip Cedar Park, TX 78613

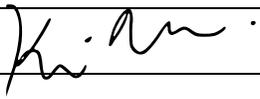
Telephone No. (512)786-2886

Fax No. \_\_\_\_\_

Email address kevin.uhlenhaker@nupark.com

Printed name Kevin Uhlenhaker

Position with company CEO

Authorized signature 

## **FEMA Standard Terms and Conditions Addendum for Contracts and Grants**

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
  - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
  - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
  - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
  - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
  - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
  - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
  - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
  - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
    - 1) The copyright in any work developed under a grant or contract; and
    - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

# **Required Clauses for Federal Assistance provided by FTA**

## **ACCESS TO RECORDS AND REPORTS**

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).*

## **CIVIL RIGHTS / TITLE VI REQUIREMENTS**

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
  - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
  - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
  - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

*Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.*

### **DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

### **ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

### **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

### **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

## State Notice Addendum

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirement of said statutes:

Nationwide: [http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

Other States: Cities, Towns, Villages, and Boroughs

**No.**

**Cities, Towns, Villages and Boroughs in Oregon**

- 1 CEDAR MILL COMMUNITY LIBRARY
- 2 CITY COUNTY INSURANCE SERVICES
- 3 CITY OF ADAIR VILLAGE
- 4 CITY OF ALBANY
- 5 CITY OF ASHLAND
- 6 CITY OF ASTORIA OREGON
- 7 CITY OF AUMSVILLE
- 8 CITY OF AURORA
- 9 CITY OF BEAVERTON
- 10 CITY OF BOARDMAN
- 11 CITY OF BURNS
- 12 CITY OF CANBY
- 13 CITY OF CANNON BEACH OR
- 14 CITY OF CANYONVILLE
- 15 CITY OF CENTRAL POINT POLICE DEPARTMENT
- 16 CITY OF CLATSKANIE
- 17 CITY OF COBURG
- 18 CITY OF CONDON
- 19 CITY OF COOS BAY
- 20 CITY OF CORVALLIS
- 21 CITY OF COTTAGE GROVE
- 22 CITY OF CRESWELL
- 23 CITY OF DALLAS
- 24 CITY OF DAMASCUS
- 25 CITY OF DUNDEE
- 26 CITY OF EAGLE POINT
- 27 CITY OF ECHO
- 28 CITY OF ESTACADA
- 29 CITY OF EUGENE
- 30 CITY OF FAIRVIEW
- 31 CITY OF FALLS CITY
- 32 CITY OF GATES
- 33 CITY OF GEARHART
- 34 CITY OF GERVAIS
- 35 CITY OF GOLD HILL
- 36 CITY OF GRANTS PASS
- 37 CITY OF GRESHAM
- 38 CITY OF HAPPY VALLEY
- 39 CITY OF HILLSBORO
- 40 CITY OF HOOD RIVER
- 41 CITY OF JOHN DAY
- 42 CITY OF KLAMATH FALLS
- 43 CITY OF LA GRANDE
- 44 CITY OF LAKE OSWEGO
- 45 CITY OF LAKESIDE
- 46 CITY OF LEBANON
- 47 CITY OF MALIN
- 48 CITY OF MCMINNVILLE
- 49 CITY OF MEDFORD
- 50 CITY OF MILL CITY
- 51 CITY OF MILLERSBURG
- 52 CITY OF MILWAUKIE
- 53 CITY OF MORO

- 54 CITY OF MOSIER
- 55 CITY OF NEWBERG
- 56 CITY OF NORTH PLAINS
- 57 CITY OF OREGON CITY
- 58 CITY OF PHOENIX
- 59 CITY OF PILOT ROCK
- 60 CITY OF PORT ORFORD
- 61 CITY OF PORTLAND
- 62 CITY OF POWERS
- 63 CITY OF REDMOND
- 64 CITY OF REEDSPORT
- 65 CITY OF RIDDLE
- 66 CITY OF SALEM
- 67 CITY OF SANDY
- 68 CITY OF SANDY
- 69 CITY OF SCAPPOOSE
- 70 CITY OF SEASIDE
- 71 CITY OF SHADY COVE
- 72 CITY OF SHERWOOD
- 73 CITY OF SPRINGFIELD
- 74 CITY OF ST. PAUL
- 75 CITY OF STAYTON
- 76 CITY OF TIGARD, OREGON
- 77 CITY OF TUALATIN, OREGON
- 78 CITY OF WARRENTON
- 79 CITY OF WEST LINN/PARKS
- 80 CITY OF WILSONVILLE
- 81 CITY OF WINSTON
- 82 CITY OF WOOD VILLAGE
- 83 CITY OF WOODBURN
- 84 CITY OF YACHATS
- 85 FLORENCE AREA CHAMBER OF COMMERCE
- 86 GASTON RURAL FIRE DEPARTMENT
- 87 GLADSTONE POLICE DEPARTMENT
- 88 HOUSING AUTHORITY OF THE CITY OF SALEM
- 89 KEIZER POLICE DEPARTMENT
- 90 LEAGUE OF OREGON CITIES
- 91 MALIN COMMUNITY PARK AND RECREATION DISTRICT
- 92 METRO
- 93 MONMOUTH - INDEPENDENCE NETWORK
- 94 PORTLAND DEVELOPMENT COMMISSION
- 95 RAINIER POLICE DEPARTMENT
- 96 RIVERGROVE WATER DISTRICT
- 97 SUNSET EMPIRE PARK AND RECREATION
- 98 THE NEWPORT PARK AND RECREATION CENTER
- 99 TILLAMOOK PEOPLES UTILITY DISTRICT
- 100 TUALATIN VALLEY FIRE & RESCUE
- 101 WEST VALLEY HOUSING AUTHORITY

**No. Counties and Parishes**

- 1 ASSOCIATION OF OREGON COUNTIES
- 2 BENTON COUNTY
- 3 CLACKAMAS COUNTY DEPT OF TRANSPORTATION
- 4 CLATSOP COUNTY
- 5 COLUMBIA COUNTY, OREGON
- 6 COOS COUNTY HIGHWAY DEPARTMENT
- 7 CROOK COUNTY ROAD DEPARTMENT

8 CURRY COUNTY OREGON  
9 DESCHUTES COUNTY  
10 DOUGLAS COUNTY  
11 GILLIAM COUNTY  
12 GILLIAM COUNTY OREGON  
13 GRANT COUNTY, OREGON  
14 HARNEY COUNTY SHERIFFS OFFICE  
15 HOOD RIVER COUNTY  
16 HOUSING AUTHORITY OF CLACKAMAS COUNTY  
17 JACKSON COUNTY HEALTH AND HUMAN SERVICES  
18 JEFFERSON COUNTY  
19 KLAMATH COUNTY VETERANS SERVICE OFFICE  
20 LAKE COUNTY  
21 LANE COUNTY  
22 LINCOLN COUNTY  
23 LINN COUNTY  
24 MARION COUNTY , SALEM, OREGON  
25 MORROW COUNTY  
26 MULTNOMAH COUNTY  
27 MULTNOMAH COUNTY  
28 MULTNOMAH LAW LIBRARY  
29 NAMI LANE COUNTY  
30 POLK COUNTY  
31 SHERMAN COUNTY  
32 UMATILLA COUNTY, OREGON  
33 UNION COUNTY  
34 WALLOWA COUNTY  
35 WASCO COUNTY  
36 WASHINGTON COUNTY  
37 YAMHILL COUNTY  
1 BOARD OF WATER SUPPLY  
2 COUNTY OF HAWAII  
3 MAUI COUNTY COUNCIL

**No. Higher Education**

1 BIRTHINGWAY COLLEGE OF MIDWIFERY  
2 BLUE MOUNTAIN COMMUNITY COLLEGE  
3 CENTRAL OREGON COMMUNITY COLLEGE  
4 CHEMEKETA COMMUNITY COLLEGE  
5 CLACKAMAS COMMUNITY COLLEGE  
6 COLUMBIA GORGE COMMUNITY COLLEGE  
7 GEORGE FOX UNIVERSITY  
8 KLAMATH COMMUNITY COLLEGE DISTRICT  
9 LANE COMMUNITY COLLEGE  
10 LEWIS AND CLARK COLLEGE  
11 LINFIELD COLLEGE  
12 LINN-BENTON COMMUNITY COLLEGE  
13 MARYLHURST UNIVERSITY  
14 MT. HOOD COMMUNITY COLLEGE  
15 MULTNOMAH BIBLE COLLEGE  
16 NATIONAL COLLEGE OF NATURAL MEDICINE  
17 NORTHWEST CHRISTIAN COLLEGE  
18 OREGON HEALTH AND SCIENCE UNIVERSITY  
19 OREGON UNIVERSITY SYSTEM  
20 PACIFIC UNIVERSITY  
21 PORTLAND COMMUNITY COLLEGE  
22 PORTLAND STATE UNIV.  
23 REED COLLEGE  
24 ROGUE COMMUNITY COLLEGE  
25 SOUTHWESTERN OREGON COMMUNITY COLLEGE  
26 TILLAMOOK BAY COMMUNITY COLLEGE  
27 UMPQUA COMMUNITY COLLEGE  
28 WESTERN STATES CHIROPRACTIC COLLEGE  
29 WILLAMETTE UNIVERSITY  
1 ARGOSY UNIVERSITY  
2 BRIGHAM YOUNG UNIVERSITY - HAWAII  
3 COLLEGE OF THE MARSHALL ISLANDS  
4 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
5 UNIVERSITY OF HAWAII AT MANOA

**No. K - 12**

1 ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL  
2 BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD

3 BAKER SCHOOL DISTRICT 5-J  
4 BANDON SCHOOL DISTRICT  
5 BANKS SCHOOL DISTRICT  
6 BEAVERTON SCHOOL DISTRICT  
7 BEND / LA PINE SCHOOL DISTRICT  
8 BEND-LA PINE SCHOOL DISTRICT  
9 BROOKING HARBOR SCHOOL DISTRICT NO.17-C  
10 CANBY SCHOOL DISTRICT  
11 CANYONVILLE CHRISTIAN ACADEMY  
12 CASCADE SCHOOL DISTRICT  
13 CASCADES ACADEMY OF CENTRAL OREGON  
14 CENTENNIAL SCHOOL DISTRICT  
15 CENTRAL CATHOLIC HIGH SCHOOL  
16 CENTRAL POINT SCHOOL DISTRICT NO. 6  
17 CENTRAL SCHOOL DISTRICT 13J  
18 CLACKAMAS EDUCATION SERVICE DISTRICT  
19 COOS BAY SCHOOL DISTRICT  
20 COOS BAY SCHOOL DISTRICT NO.9  
21 COQUILLE SCHOOL DISTRICT 8  
22 COUNTY OF YAMHILL SCHOOL DISTRICT 29  
23 CRESWELL SCHOOL DISTRICT  
24 CROSSROADS CHRISTIAN SCHOOL  
25 CULVER SCHOOL DISTRICT NO.  
26 DALLAS SCHOOL DISTRICT NO. 2  
27 DAVID DOUGLAS SCHOOL DISTRICT  
28 DAYTON SCHOOL DISTRICT NO.8  
29 DE LA SALLE N CATHOLIC HS  
30 DESCHUTES COUNTY SD NO.6 - SISTERS SD  
31 DOUGLAS COUNTY SCHOOL DISTRICT 116  
32 DOUGLAS EDUCATION SERVICE DISTRICT  
33 DUFUR SCHOOL DISTRICT NO.29  
34 ELKTON SCHOOL DISTRICT NO.34  
35 ESTACADA SCHOOL DISTRICT NO.108  
36 FOREST GROVE SCHOOL DISTRICT  
37 GASTON SCHOOL DISTRICT 511J  
38 GEN CONF OF SDA CHURCH WESTERN OR  
39 GLADSTONE SCHOOL DISTRICT  
40 GLENDALE SCHOOL DISTRICT  
41 GLIDE SCHOOL DISTRICT NO.12  
42 GRANTS PASS SCHOOL DISTRICT 7  
43 GREATER ALBANY PUBLIC SCHOOL DISTRICT  
44 GRESHAM-BARLOW SCHOOL DISTRICT  
45 HARNEY COUNTY SCHOOL DIST. NO.3  
46 HARNEY EDUCATION SERVICE DISTRICT  
47 HEAD START OF LANE COUNTY  
48 HERITAGE CHRISTIAN SCHOOL  
49 HIGH DESERT EDUCATION SERVICE DISTRICT  
50 HOOD RIVER COUNTY SCHOOL DISTRICT  
51 JACKSON CO SCHOOL DIST NO.9  
52 JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
53 JEFFERSON SCHOOL DISTRICT  
54 KLAMATH FALLS CITY SCHOOLS  
55 LA GRANDE SCHOOL DISTRICT  
56 LAKE OSWEGO SCHOOL DISTRICT 7J  
57 LANE COUNTY SCHOOL DISTRICT 4J  
58 LANE COUNTY SCHOOL DISTRICT 69  
59 LEBANON COMMUNITY SCHOOLS NO.9  
60 LINCOLN COUNTY SCHOOL DISTRICT  
61 LINN CO. SCHOOL DIST. 95C - SCIO SD  
62 LOST RIVER JR/SR HIGH SCHOOL  
63 LOWELL SCHOOL DISTRICT NO.71  
64 MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES  
65 MCMINNVILLE SCHOOL DISTRICT NO.40  
66 MEDFORD SCHOOL DISTRICT 549C  
67 MITCH CHARTER SCHOOL  
68 MOLALLA RIVER ACADEMY  
69 MOLALLA RIVER SCHOOL DISTRICT NO.35  
70 MONROE SCHOOL DISTRICT NO.1J  
71 MORROW COUNTY SCHOOL DISTRICT  
72 MT. ANGEL SCHOOL DISTRICT NO.91  
73 MT.SCOTT LEARNING CENTERS  
74 MULTISENSORY LEARNING ACADEMY

75	MULTNOMAH EDUCATION SERVICE DISTRICT	16	BONNEVILLE ENVIRONMENTAL FOUNDATION
76	MYRTLE POINT SCHOOL DISTRICT NO.41	17	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
77	NEAH-KAH-NIE DISTRICT NO.56	18	BROAD BASE PROGRAMS INC.
78	NESTUCCA VALLEY SCHOOL DISTRICT NO.101	19	CANBY FOURSQUARE CHURCH
79	NOBEL LEARNING COMMUNITIES	20	CANCER CARE RESOURCES
80	NORTH BEND SCHOOL DISTRICT 13	21	CASCADIA BEHAVIORAL HEALTHCARE
81	NORTH CLACKAMAS SCHOOL DISTRICT	22	CASCADIA REGION GREEN BUILDING COUNCIL
82	NORTH SANTIAM SCHOOL DISTRICT 29J	23	CATHOLIC CHARITIES
83	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	24	CATHOLIC COMMUNITY SERVICES
84	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	25	CENTER FOR RESEARCH TO PRACTICE
85	NYSSA SCHOOL DISTRICT NO. 26	26	CENTRAL BIBLE CHURCH
86	ONTARIO MIDDLE SCHOOL	27	CENTRAL CITY CONCERN
87	OREGON TRAIL SCHOOL DISTRICT NO.46	28	CENTRAL DOUGLAS COUNTY FAMILY YMCA
88	OUR LADY OF THE LAKE SCHOOL	29	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
89	PHILOMATH SCHOOL DISTRICT	30	CHILDPEACE MONTESSORI
90	PHOENIX-TALENT SCHOOL DISTRICT NO.4	31	CITY BIBLE CHURCH
91	PORTLAND ADVENTIST ACADEMY	32	CLACKAMAS RIVER WATER
92	PORTLAND JEWISH ACADEMY	33	CLASSROOM LAW PROJECT
93	PORTLAND PUBLIC SCHOOLS	34	COAST REHABILITATION SERVICES
94	RAINIER SCHOOL DISTRICT	35	COLLEGE HOUSING NORTHWEST
95	REDMOND SCHOOL DISTRICT	36	COLUMBIA COMMUNITY MENTAL HEALTH
96	REEDSPORT SCHOOL DISTRICT	37	COMMUNITY ACTION ORGANIZATION
97	REYNOLDS SCHOOL DISTRICT	38	COMMUNITY ACTION TEAM, INC.
98	ROGUE RIVER SCHOOL DISTRICT NO.35	39	COMMUNITY CANCER CENTER
99	ROSEBURG PUBLIC SCHOOLS	40	COMMUNITY HEALTH CENTER, INC
100	SALEM-KEIZER PUBLIC SCHOOLS	41	COMMUNITY VETERINARY CENTER
101	SCAPPOOSE SCHOOL DISTRICT 1J	42	CONFEDERATED TRIBES OF GRAND RONDE
102	SEASIDE SCHOOL DISTRICT 10	43	CONSERVATION BIOLOGY INSTITUTE
103	SEVEN PEAKS SCHOOL	44	CONTEMPORARY CRAFTS MUSEUM AND GALLERY
104	SHERWOOD SCHOOL DISTRICT 88J	45	CORVALLIS MOUNTAIN RESCUE UNIT
105	SILVER FALLS SCHOOL DISTRICT	46	COVENANT CHRISTIAN HOOD RIVER
106	SIUSLAW SCHOOL DISTRICT	47	COVENANT RETIREMENT COMMUNITIES
107	SOUTH COAST EDUCATION SERVICE DISTRICT	48	DECISION SCIENCE RESEARCH INSTITUTE, INC.
108	SOUTH LANE SCHOOL DISTRICT 45J3	49	DELIGHT VALLEY CHURCH OF CHRIST
109	SOUTHERN OREGON EDUCATION SERVICE DISTRICT	50	DOGS FOR THE DEAF, INC.
110	SOUTHWEST CHARTER SCHOOL	51	DOUGLAS ELECTRIC COOPERATIVE, INC.
111	SPRINGFIELD SCHOOL DISTRICT NO.19	52	EAST HILL CHURCH
112	STANFIELD SCHOOL DISTRICT	53	EAST SIDE FOURSQUARE CHURCH
113	SWEET HOME SCHOOL DISTRICT NO.55	54	EAST WEST MINISTRIES INTERNATIONAL
114	THE CATLIN GABEL SCHOOL	55	EDUCATIONAL POLICY IMPROVEMENT CENTER
115	TIGARD-TUALATIN SCHOOL DISTRICT	56	ELMIRA CHURCH OF CHRIST
116	UMATILLA-MORROW ESD	57	EMERALD PUD
117	VERNONIA SCHOOL DISTRICT 47J	58	EMMAUS CHRISTIAN SCHOOL
118	WEST HILLS COMMUNITY CHURCH	59	EN AVANT, INC.
119	WEST LINN WILSONVILLE SCHOOL DISTRICT	60	ENTERPRISE FOR EMPLOYMENT AND EDUCATION
120	WHITEAKER MONTESSORI SCHOOL	61	EUGENE BALLET COMPANY
121	YONCALLA SCHOOL DISTRICT NO.32	62	EUGENE SYMPHONY ASSOCIATION, INC.
1	CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	63	EUGENE WATER & ELECTRIC BOARD
2	EMMANUAL LUTHERAN SCHOOL	64	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
3	HANAHAU'OLI SCHOOL	65	FAIR SHARE RESEARCH AND EDUCATION FUND
4	HAWAII TECHNOLOGY ACADEMY	66	FAITH CENTER
5	ISLAND SCHOOL	67	FAITHFUL SAVIOR MINISTRIES
6	KAMEHAMEHA SCHOOLS	68	FAMILIES FIRST OF GRANT COUNTY, INC.
7	KE KULA O S. M. KAMAKAU	69	FANCONI ANEMIA RESEARCH FUND INC.
8	MARYKNOLL SCHOOL	70	FARMWORKER HOUSING DEV CORP
9	PACIFIC BUDDHIST ACADEMY	71	FIRST CHURCH OF THE NAZARENE
<b>No.</b>	<b>Nonprofit &amp; Other</b>	72	FIRST UNITARIAN CHURCH
1	211INFO	73	FORD FAMILY FOUNDATION
2	ACUMENTRA HEALTH	74	FOUNDATIONS FOR A BETTER OREGON
3	ADDICTIONS RECOVERY CENTER, INC	75	FRIENDS OF THE CHILDREN
4	ALLFOURONE/CRESTVIEW CONFERENCE CTR.	76	GATEWAY TO COLLEGE NATIONAL NETWORK
5	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	77	GOAL ONE COALITION
6	ALZHEIMERS NETWORK OF OREGON	78	GOLD BEACH POLICE DEPARTMENT
7	ASHLAND COMMUNITY HOSPITAL	79	GOOD SHEPHERD COMMUNITIES
8	ATHENA LIBRARY FRIENDS ASSOCIATION	80	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
9	BARLOW YOUTH FOOTBALL	81	GRANT PARK CHURCH
10	BAY AREA FIRST STEP, INC.	82	GRANTS PASS MANAGEMENT SERVICES, DBA
11	BENTON HOSPICE SERVICE	83	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
12	BETHEL CHURCH OF GOD	84	HALFWAY HOUSE SERVICES, INC.
13	BIRCH COMMUNITY SERVICES, INC.	85	HEARING AND SPEECH INSTITUTE INC
14	BLACHLY LANE ELECTRIC COOPERATIVE	86	HELP NOW! ADVOCACY CENTER
15	BLIND ENTERPRISES OF OREGON	87	HIGHLAND HAVEN

88	HIGHLAND UNITED CHURCH OF CHRIST	160	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
89	HIV ALLIANCE, INC	161	PORT CITY DEVELOPMENT CENTER
90	HOUSING AUTHORITY OF LINCOLN COUNTY	162	PORTLAND ART MUSEUM
91	HOUSING AUTHORITY OF PORTLAND	163	PORTLAND BUSINESS ALLIANCE
92	HOUSING NORTHWEST	164	PORTLAND HABILITATION CENTER, INC.
93	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	165	PORTLAND SCHOOLS FOUNDATION
94	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	166	PORTLAND WOMENS CRISIS LINE
95	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	167	PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND
96	IRCO	168	PRINGLE CREEK SUSTAINABLE LIVING CENTER
97	JASPER MOUNTAIN	169	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
98	JUNIOR ACHIEVEMENT	170	QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC.
99	KLAMATH HOUSING AUTHORITY	171	REBUILDING TOGETHER - PORTLAND INC.
100	LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	172	REGIONAL ARTS AND CULTURE COUNCIL
101	LA GRANDE UNITED METHODIST CHURCH	173	RELEVANT LIFE CHURCH
102	LANE ELECTRIC COOPERATIVE	174	RENEWABLE NORTHWEST PROJECT
103	LANE MEMORIAL BLOOD BANK	175	ROGUE FEDERAL CREDIT UNION
104	LANECO FEDERAL CREDIT UNION	176	ROSE VILLA, INC.
105	LAUREL HILL CENTER	177	SACRED HEART CATHOLIC DAUGHTERS
106	LIFEWORKS NW	178	SAIF CORPORATION
107	LIVING WAY FELLOWSHIP	179	SAINT ANDREW NATIVITY SCHOOL
108	LOAVES & FISHES CENTERS, INC.	180	SAINT CATHERINE OF SIENA CHURCH
109	LOCAL GOVERNMENT PERSONNEL INSTITUTE	181	SAINT JAMES CATHOLIC CHURCH
110	LOOKING GLASS YOUTH AND FAMILY SERVICES	182	SALEM ALLIANCE CHURCH
111	MACDONALD CENTER	183	SALEM ELECTRIC
112	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	184	SALMON-SAFE INC.
113	METRO HOME SAFETY REPAIR PROGRAM	185	SCIENCEWORKS
114	METROPOLITAN FAMILY SERVICE	186	SE WORKS
115	MID COLUMBIA COUNCIL OF GOVERNMENTS	187	SECURITY FIRST CHILD DEVELOPMENT CENTER
116	MID-COLUMBIA CENTER FOR LIVING	188	SELF ENHANCEMENT INC.
117	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	189	SERENITY LANE
118	MORNING STAR MISSIONARY BAPTIST CHURCH	190	SEXUAL ASSAULT RESOURCE CENTER
119	MORRISON CHILD AND FAMILY SERVICES	191	SEXUAL ASSAULT RESOURCE CENTER
120	MOSAIC CHURCH	192	SHELTERCARE
121	NATIONAL PSORIASIS FOUNDATION	193	SHERIDAN JAPANESE SCHOOL FOUNDATION
122	NATIONAL WILD TURKEY FEDERATION	194	SHERMAN DEVELOPMENT LEAGUE, INC.
123	NEW AVENUES FOR YOUTH INC	195	SILVERTON AREA COMMUNITY AID
124	NEW BEGINNINGS CHRISTIAN CENTER	196	SISKIYOU INITIATIVE
125	NEW HOPE COMMUNITY CHURCH	197	SMART
126	NEWBERG FRIENDS CHURCH	198	SOCIAL VENTURE PARTNERS PORTLAND
127	NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	199	SOUTH COAST HOSPICE, INC.
128	NORTHWEST FOOD PROCESSORS ASSOCIATION	200	SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
129	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	201	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
130	NORTHWEST REGIONAL EDUCATIONAL LABORATORY	202	SOUTHERN OREGON HUMANE SOCIETY
131	NORTHWEST YOUTH CORPS	203	SPARC ENTERPRISES
132	OCHIN	204	SPIRIT WIRELESS
133	OHSU FOUNDATION	205	SPONSORS, INC.
134	OLIVET BAPTIST CHURCH	206	SPOTLIGHT THEATRE OF PLEASANT HILL
135	OMNIMEDIX INSTITUTE	207	SPRINGFIELD UTILITY BOARD
136	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	208	ST VINCENT DE PAUL
137	OREGON BALLET THEATRE	209	ST. ANTHONY CHURCH
138	OREGON CITY CHURCH OF THE NAZARENE	210	ST. ANTHONY SCHOOL
139	OREGON COAST COMMUNITY ACTION	211	ST. MARYS OF MEDFORD, INC.
140	OREGON DEATH WITH DIGNITY	212	ST. VINCENT DEPAUL OF LANE COUNTY
141	OREGON DONOR PROGRAM	213	STAND FOR CHILDREN
142	OREGON EDUCATION ASSOCIATION	214	STAR OF HOPE ACTIVITY CENTER INC.
143	OREGON ENVIRONMENTAL COUNCIL	215	SUMMIT VIEW COVENANT CHURCH
144	OREGON MUSUEM OF SCIENCE AND INDUSTRY	216	SUNNYSIDE FOURSQUARE CHURCH
145	OREGON PROGRESS FORUM	217	SUNRISE ENTERPRISES
146	OREGON REPERTORY SINGERS	218	SUSTAINABLE NORTHWEST
147	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	219	TENAS ILLAHEE CHILDCARE CENTER
148	OREGON SUPPORTED LIVING PROGRAM	220	THE EARLY EDUCATION PROGRAM, INC.
149	OSLC COMMUNITY PROGRAMS	221	THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
150	OUTSIDE IN		
151	OUTSIDE IN	222	THE NEXT DOOR
152	PACIFIC CASCADE FEDERAL CREDIT UNION	223	THE OREGON COMMUNITY FOUNDATION
153	PACIFIC FISHERY MANAGEMENT COUNCIL	224	THE SALVATION ARMY - CASCADE DIVISION
154	PACIFIC INSTITUTES FOR RESEARCH	225	TILLAMOOK CNTY WOMENS CRISIS CENTER
155	PACIFIC STATES MARINE FISHERIES COMMISSION	226	TILLAMOOK ESTUARIES PARTNERSHIP
156	PARALYZED VETERANS OF AMERICA	227	TOUCHSTONE PARENT ORGANIZATION
157	PARTNERSHIPS IN COMMUNITY LIVING, INC.	228	TRAILS CLUB
158	PENDLETON ACADEMIES	229	TRAINING EMPLOYMENT CONSORTIUM
159	PENTAGON FEDERAL CREDIT UNION	230	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE

231	TRILLIUM FAMILY SERVICES, INC.	9	DESCHUTES COUNTY RFPD NO.2
232	UMPQUA COMMUNITY DEVELOPMENT CORPORATION	10	DESCHUTES PUBLIC LIBRARY SYSTEM
233	UNION GOSPEL MISSION	11	EAST MULTNOMAH SOIL AND WATER CONSERVANCY
234	UNITED CEREBRAL PALSY OF OR AND SW WA	12	GASTON RURAL FIRE DEPARTMENT
235	UNITED WAY OF THE COLUMBIA WILLAMETTE	13	GLADSTONE POLICE DEPARTMENT
236	US CONFERENCE OF MENONNITE BRETHERN CHURCHES	14	GLENDALE RURAL FIRE DISTRICT
237	US FISH AND WILDLIFE SERVICE	15	HOODLAND FIRE DISTRICT NO.74
238	USAGENCIES CREDIT UNION	16	HOODLAND FIRE DISTRICT #74
239	VERMONT HILLS FAMILY LIFE CENTER	17	HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
240	VIRGINIA GARCIA MEMORIAL HEALTH CENTER	18	KLAMATH COUNTY 9-1-1
241	VOLUNTEERS OF AMERICA OREGON	19	LANE EDUCATION SERVICE DISTRICT
242	WE CARE OREGON	20	LANE TRANSIT DISTRICT
243	WESTERN RIVERS CONSERVANCY	21	MALIN COMMUNITY PARK AND RECREATION DISTRICT
244	WESTERN STATES CENTER	22	MARION COUNTY FIRE DISTRICT #1
245	WESTSIDE BAPTIST CHURCH	23	METRO
246	WILD SALMON CENTER	24	METROPOLITAN EXPOSITION-RECREATION COMMISSION
247	WILLAMETTE FAMILY	25	MONMOUTH - INDEPENDENCE NETWORK
248	WILLAMETTE VIEW INC.	26	MULTONAH COUNTY DRAINAGE DISTRICT #1
249	WOODBURN AREA CHAMBER OF COMMERCE	27	NEAH KAH NIE WATER DISTRICT
250	WORD OF LIFE COMMUNITY CHURCH	28	NW POWER POOL
251	WORKSYSTEMS INC	29	OAK LODGE WATER DISTRICT
252	YOUTH GUIDANCE ASSOC.	30	OR INT'L PORT OF COOS BAY
253	YWCA SALEM	31	PORT OF ST HELENS
1	ALCOHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA	32	PORT OF UMPQUA
2	ALOHACARE	33	REGIONAL AUTOMATED INFORMATION NETWORK
3	AMERICAN LUNG ASSOCIATION	34	RIVERGROVE WATER DISTRICT
4	BISHOP MUSEUM	35	SALEM AREA MASS TRANSIT DISTRICT
5	BUILDING INDUSTRY ASSOCIATION OF HAWAII	36	SANDY FIRE DISTRICT NO. 72
6	CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST	37	SUNSET EMPIRE PARK AND RECREATION
7	EAH, INC.	38	THE NEWPORT PARK AND RECREATION CENTER
8	EASTER SEALS HAWAII	39	THE PORT OF PORTLAND
9	GOODWILL INDUSTRIES OF HAWAII, INC.	40	TILLAMOOK PEOPLES UTILITY DISTRICT
10	HABITAT FOR HUMANITY MAUI	41	TUALATIN HILLS PARK AND RECREATION DISTRICT
11	HALE MAHAOLU	42	TUALATIN VALLEY FIRE & RESCUE
12	HAROLD K.L. CASTLE FOUNDATION	43	TUALATIN VALLEY WATER DISTRICT
13	HAWAII AGRICULTURE RESEARCH CENTER	44	UNION SOIL & WATER CONSERVATION DISTRICT
14	HAWAII EMPLOYERS COUNCIL	45	WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
15	HAWAII FAMILY LAW CLINIC DBA ALA KUOLA	46	WEST VALLEY HOUSING AUTHORITY
16	HONOLULU HABITAT FOR HUMANITY	47	WILLAMALANE PARK AND RECREATION DISTRICT
17	IUPAT, DISTRICT COUNCIL 50	48	YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT
18	LANAKILA REHABILITATION CENTER INC.	<b>No.</b>	<b>State Agencies</b>
19	LEEWARD HABITAT FOR HUMANITY	1	BOARD OF MEDICAL EXAMINERS
20	MAUI COUNTY FCU	2	OFFICE OF MEDICAL ASSISTANCE PROGRAMS
21	MAUI ECONOMIC DEVELOPMENT BOARD	3	OFFICE OF THE STATE TREASURER
22	MAUI ECONOMIC OPPORTUNITY, INC.	4	OREGON BOARD OF ARCHITECTS
23	MAUI FAMILY YMCA	5	OREGON CHILD DEVELOPMENT COALITION
24	NA HALE O MAUI	6	OREGON DEPARTMENT OF EDUCATION
25	NA LEI ALOHA FOUNDATION	7	OREGON DEPARTMENT OF FORESTRY
26	NETWORK ENTERPRISES, INC.	8	OREGON DEPT OF TRANSPORTATION
27	ORI ANUENUE HALE, INC.	9	OREGON DEPT. OF EDUCATION
28	PARTNERS IN DEVELOPMENT FOUNDATION	10	OREGON LOTTERY
29	POLYNESIAN CULTURAL CENTER	11	OREGON OFFICE OF ENERGY
30	PUNAHOU SCHOOL	12	OREGON STATE BOARD OF NURSING
31	ST. THERESA CHURCH	13	OREGON STATE POLICE
32	WAIANAE COMMUNITY OUTREACH	14	OREGON TOURISM COMMISSION
33	WAILUKU FEDERAL CREDIT UNION	15	OREGON TRAVEL INFORMATION COUNCIL
34	YMCA OF HONOLULU	16	SANTIAM CANYON COMMUNICATION CENTER
<b>No.</b>	<b>Special/Independent Districts</b>	17	SEIU LOCAL 503, OPEU
1	BAY AREA HOSPITAL DISTRICT	1	ADMIN. SERVICES OFFICE
2	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	2	HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
3	CENTRAL OREGON IRRIGATION DISTRICT	3	HAWAII HEALTH SYSTEMS CORPORATION
4	CHEHALEM PARK AND RECREATION DISTRICT	4	SOH- JUDICIARY CONTRACTS AND PURCH
5	CITY COUNTY INSURANCE SERVICES	5	STATE DEPARTMENT OF DEFENSE
6	CLEAN WATER SERVICES	6	STATE OF HAWAII
7	COLUMBIA 911 COMMUNICATIONS DISTRICT	7	STATE OF HAWAII
8	COLUMBIA RIVER PUD	8	STATE OF HAWAII, DEPT. OF EDUCATION



## Region XIV Education Service Center

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1850 Highway 351  
Abilene, TX 79601-4750  
325-675-8600  
FAX 325-675-8659

Monday, April 11<sup>th</sup>, 2016

NuPark, Inc.  
ATTN: Kevin Uhlenhaker  
912 Petaluma Drive  
Cedar Park, TX 78613

Dear Kevin:

Region XIV Education Service Center is happy to announce that NuPark, Inc. has been awarded an annual contract for License Plate Recognition Parking Management System based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on April 30<sup>th</sup>, 2019. The contract can be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and NuPark, Inc.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in blue ink that reads "Ronnie Kincaid". The signature is written in a cursive style with a large, prominent 'R' at the beginning.

Ronnie Kincaid  
Region XIV, Executive Director

## COOPERATIVE PURCHASE CONTRACT

Contract No. 05-15 through National Cooperative Purchasing Alliance

This Cooperative Purchase Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Parkeon, Incorporated ("Contractor").

### RECITALS:

- A. Contractor has a contract through the National Cooperative Purchasing Alliance RFP# 07-15 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:
  - a. Single and Multi-Space Parking Pay Stations with color displays.
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: [www.flagstaff.az.gov](http://www.flagstaff.az.gov) and 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. 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.
6. Renewal. This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

CONTRACTOR:

By: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF FLAGSTAFF

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office

## **EXHIBIT A SPECIFIC REQUIREMENTS**

1. Specific requirements shall be in accordance with all schedule, performance and delivery related information that will be outlined in the subsequent purchase order that is to be accepted as formal notification from the City as a Notice to Proceed with the requested order.

Parkeon will provide:

- Parkeon StradaPAL Multi-space Parking Pay Stations with color displays
- Open Platform to interface with 3<sup>rd</sup> party systems that include NuPark LPR & Citations and Whoosh! Mobile Parking Payment app
- Integrated myParkfolio back-office reporting and analysis system
- Remote flexibility for the city to make rate and message changes
- Access to the Parkeon CLOUD system to add optional services such as City News, Merchant Coupons, Fine Payment, and more

Scope of Work:

Parkeon will meet all requirements of the City. Parkeon's solution will be configured in Pay by Plate enforcement mode through the use of our StradaPAL Transfer pay stations. Parkeon will supply and provide training of the pay stations. The pay stations will:

- accept credit and debit cards, smart cards;
- interface with Whoosh! Mobile Parking Payment app
- utilize solar power,
- utilize two way wireless communications to process transactions and send real time transaction data and alarm information to City systems
- accept remote programming changes

Parkeon will provide full training on the equipment, myParkfolio back office, operations and maintenance for the various profiles of users accessing the system.

**Based on current maps and space counts, the City will need 90 pay stations.**

1. Services required for the City of Flagstaff, related to the system (shipping, training to 3<sup>rd</sup> party for installation, training to City).
  - a. **The cost per pay station for a StradaPAL Transfer is \$6,150 and includes:**
    - **credit/debit card acceptance**
    - **3G modem,**
    - **7 inch color display,**
    - **solar**
    - **Shipping**
    - **Training to City staff and 3<sup>rd</sup> party group for installation**
    - **1 year parts only warranty**

2. Pay Station Software System cost/station/month.

**The monthly back office system fee for myParkfolio is \$57 per pay station per month and includes:**

- **Reporting of all financial and maintenance information**
- **Maintenance alarms alerts sent to cell phones**
- **Credit card gateway**

- **Wireless communication fees**
- **Access to rate editor to modify/download rates**
- **Help Desk Support**

Optional Back Office Services

- **\$12 per meter per month for Validation Codes System, City News, and E-Permits**

3. Pay Station extended warranty costs after the initial warranty expires. This would not be a year 1 cost.

**Extended hardware warranty cost after the standard one year warranty expires is \$425 per pay station per year. There is no deductible and there is no limit to how many times a part can be exchanged. See Hardware Warranty at the end of document.**

City of Flagstaff Proposed Meter System				
Item	Quantity	Unit of Measure	Unit Price	Total Cost
StradaPAL Transfer meter, Credit card only - includes (1) one year standard warranty	90	Each	\$ 6,150	\$553,500
Shipping - included	90	included	\$ -	\$ -
Training - included	90	included	\$ -	\$ -
Annual Fee -includes CC gateway, license fees, Backoffice reporting	90	Each	\$ 57	\$ 5,130
Installation- one time fee to train contractor to installation	1	Each	\$ -	\$ 7,500
Whoosh! Mobile Parking Payment System - See note below		included	\$ -	\$ -
<b>Total</b>			\$ 6,207	\$566,130

**Whoosh! Technical solution**

The range of capabilities of the Whoosh! service makes it a real lever for boosting parking and mobility available to communities and operators and providing greater user satisfaction.

Whoosh! is available on mobiles phones, tablets, PCs, iPhone apps, Android apps, Internet/mobile, Internet SMS and Interactive Voice Response (IVR).

Whoosh! is provided as a Service and includes the following main features:

- Registration of users
- Payment of parking fees by users using their cell phone or Internet
- Processing payments flow including VISA, MASTERCARD, AMEX and DISCOVER
- Users access their account and history of their operations
- 5 years of transactions history
- User support in the use and handling of complaints with a 24/7 call center providing answers in both English and Spanish.
- Seamless integration with Parkeon’s Parking system

A major advantage of the Whoosh! solution is that it is fully integrated into my Parkfolio, our back-office parking management system.

This integration allows:

- Common management (users, geographies)
- Same accounting process

- Same reports and statistics
- And most important the same process to update rates (prices and regulation) allowing us to guarantee to have the same prices for all devices from meters to cell phones.

The Whoosh! solution is based on the implementation of two different types of services:

- Providing the community with services relating to:
  - Parking: fee management, creation, registration and issuance of electronic tickets
  - Access to electronic ticket data for enforcement
  - Payment management
- Providing users parking access via cell phone:
  - Applications for Smartphones: iPhone, Android, Web Mobile
  - Internet/mobile Internet
  - Interactive Voice Response
  - SMS
  - Website information and account access
  - Call Center

The Whoosh! solution will work throughout the City of Flagstaff and on all the meters.

Whoosh! is storing all tickets in a single system whatever the mobile channel used to simplify controls.

Whoosh! also allows checking paperless parking tickets from payments made by cell phone and without needing to use a printed ticket. Enforcement is performed by checking the Parkeon database to determine if the plate/vehicle has a session/ticket active in the meter/block.

The overall system is completely designed as a service oriented architecture and is completely stateless to provide unicity of transaction.

### **Service Fees**

In addition to the parking fee charged by Flagstaff, the Whoosh! User will pay a Service Fee of **\$0.35** per transaction for the use of the Whoosh! Service. The parking fee plus the Service Fee will be sent Flagstaff's bank through their selected merchant bank processor. Flagstaff is responsible for any fees charged by their merchant bank processor. All standard Merchant Fees will apply.

Parkeon will invoice Flagstaff on a monthly basis a fee of **\$0.35** per transaction. These fees shall be payable within twenty days of invoice date.

Parkeon reserves the right to suspend services and/or to terminate the agreement in the event of a payment delay in excess of 60 days.

### **Marketing and Communications**

Parkeon will supply informational stickers for each meter and can supply signs as well at no cost. Flagstaff will provide the size that would work best and Parkeon will produce and ship them at no cost. Parkeon will also provide 3 ambassadors to promote and pass out flyers to local businesses and city patrons. The ambassadors will be available to the city for 5 days.

## Hardware Warranty

This warranty will be valid from the date of the initial machine delivery and extend for a period of 1 year. When used in accordance with our manufacturer recommendations, every Parkeon Pay Station is warranted to be free from defects in workmanship and materials. Our liability in this respect is limited to your net purchase price, after any discounts, of any component proved defective, or, at our option, to the repair or replacement of such component upon its return to us, transportation charges pre-paid.

Replacement parts will be shipped upon receipt of the faulty part. Should time-in-service be a critical issue, we strongly suggest [the client] pre-purchase a replacement parts service contract. The defective part can be replaced from the client stock and Parkeon will replenish the client stock upon receipt of the defective part.

This warranty does not include "wear and usage items" such as paper, batteries, etc.

Labor is not covered under this hardware warranty. [The client] will perform the actual part removal and replacement at the Pay Station. Parkeon can perform on-site support under a separate service agreement, or on a case-by-case basis at our then published on-site service cost.

Any repair of damage resulting from acts of vandalism, accident (vehicle impact), failure in the electricity supply, operator error, (e.g. but not limited to: no ticket stock, no coin box fitted, wrong time/date) or the use of non-approved ticket stock on the Pay Station, or rust attack, is not covered under this agreement. PARKEON will provide estimates of this repair cost upon receipt of a written request by from [the client]. The terms "vandalism" or "vandalized" shall mean any willful damage caused to the Pay Station (break-ins etc.), which affects the appearance or operation of the Pay Station or interferes with the normal use of the Pay Station.

Alterations made to the equipment by the client may be may result in this warranty being voided in its entirety. Parkeon makes the final determination of the extent of any warranty impact due to the modification of the equipment by the client.

Current Proposed Meter System (estimated) total cost - \$566,130.00

Notices: All notices to City shall be sent to:

Buyer: Damian Gallegos  
Purchasing Department  
211 W. Aspen Drive  
Flagstaff, Arizona 86001  
(928) 213-2279

## EXHIBIT B

### National Cooperative Purchasing Alliance Solicitation, Parkeon Proposal Response and Award Letter



RFP - Parking Meters, Single and Multi Space.Parkeon.pdf



Parkeon Proposal Response To RFP.pdf



Parkeon 2nd Year Renewal Letter.pdf

## COOPERATIVE PURCHASE CONTRACT

Contract No. 05-17 through National Cooperative Purchasing Alliance

This Cooperative Purchase Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and NuPark, Incorporated ("Contractor").

### RECITALS:

- A. Contractor has a contract through the National Cooperative Purchasing Alliance RFP# 12-16 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:
  - a. Permitting, license plate recognition, ALPR camera requirements, supporting software, entry station hardware, administrative access, mobile application, and citation enforcement.
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: [www.flagstaff.az.gov](http://www.flagstaff.az.gov) and 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. 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.

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

CONTRACTOR:

By: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF FLAGSTAFF

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office

## EXHIBIT A SPECIFIC REQUIREMENTS

- Specific requirements shall be in accordance with all schedule, performance and delivery related information that will be outlined in the subsequent purchase order that is to be accepted as formal notification from the City as a Notice to Proceed with the requested order.

Current Software Proposed (estimated) cost: \$43,725.00, plus any applicable sales tax, according to the NUPARK quote referenced below, with a quantity of (1) for #s 1-3 under Software Subscription and a quantity of (4) for #6 under Enforcement Tools.



912 Petaluma Dr  
Cedar Park, TX 78613

## QUOTE

**Customer:** NCPA  
1850 Highway 351  
Abilene, TX 79601

**RFP** #12-16  
**Date:** 03/28/16  
**Quote #:** NCPA 032916  
**Valid Until:** 07/31/16

SOFTWARE SUBSCRIPTION	QTY	TIER 1	TIER 2	TIER 3	TIER 4	TIER 5
Tier Price based on Transactions (Permissions+Citations issued) per year		0-18,750	18,751-37,500	37,501-75,000	75,001-150,000	150,001-300,000+
1 <b>Hosted uParkCampus/uParkCity Subscription</b> -Includes uParkCampus Back Office Software, Unlimited Seat Licenses, Implementation, Travel, Project Management, Integration, Support, Hosting, Upgrades	1	Included	Included	Included	Included	Included
2 <b>Hosted uParkCampus/uParkCity eCommerce Portal</b> - Includes: Citation Payment and Appeals, Permit Sales, Occupancy data (when available) other TBD parking related information	1	Included	Included	Included	Included	Included
3 <b>Consumer Parking App</b> -(iOS & Android)	1	Included	Included	Included	Included	Included
<b>NCPA PRICE (ANNUALLY)**</b>		<b>\$ 28,125.00</b>	<b>\$ 56,251.00</b>	<b>\$ 84,375.00</b>	<b>\$ 112,500.00</b>	<b>\$ 146,250.00</b>
<b>LIST PRICE (ANNUALLY)**</b>		<b>\$ 33,750.00</b>	<b>\$ 67,501.20</b>	<b>\$ 101,250.00</b>	<b>\$ 135,000.00</b>	<b>\$ 175,500.00</b>
ENFORCEMENT TOOLS	QTY	TIER 1	TIER 2	TIER 3	TIER 4	TIER 5
4 <b>Mobile LPR Enforcement Bundle</b> - Two Camera Genetec SharpX XGA System, In-Vehicle Rugged Tablet, Mounting Hardware, PlateScout Software, One Year Warranty	1	\$ 29,500.00	\$ 29,500.00	\$ 29,500.00	\$ 29,500.00	\$ 29,500.00
5 <b>Mobile LPR Enforcement Hardware Installation</b> - Includes onsite vehicle installation and testing.	1	\$ 3,250.00	\$ 3,250.00	\$ 3,250.00	\$ 3,250.00	\$ 3,250.00
6 <b>Rugged Handheld Enforcement Unit</b> - Includes Enforcement Software, 7" Panasonic Rugged Tablet, Bluetooth Printer, and 3 Year Warranty	1	\$ 3,900.00	\$ 3,900.00	\$ 3,900.00	\$ 3,900.00	\$ 3,900.00
7 <b>Android/iOS Enforcement Bundle</b> -Includes Enforcement Software, 9" or 6" Handheld, LTE, Wi-Fi, Bluetooth, Rugged Bluetooth Printer, 1 Year Warranty	1	\$ 1,950.00	\$ 1,950.00	\$ 1,950.00	\$ 1,950.00	\$ 1,950.00
8 <b>Enforcement Application</b> - Used with customer-provided handheld and printer (must be certified for use with software application) - Per Year	1	\$ 650.00	\$ 650.00	\$ 650.00	\$ 650.00	\$ 650.00
<b>Terms:</b>						
50% of year one total (hardware and software) due at signed contract						*Renewal due on anniversary of contract date
50% of year one total (hardware and software) due at "go live date"						**Subscriptions increase 5% year

## EXHIBIT B

### National Cooperative Purchasing Alliance Solicitation, NuPark Proposal Response and Award Letter



RFP - License Plate Recognition Parking Management System.NuPark.pdf



NuPark Proposal Response To RFP.pdf



NuPark Award Letter.pdf

**CITY OF FLAGSTAFF**  
**STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Karl Eberhard, Comm Design & Redevelopment Mgr  
**Date:** 12/29/2015  
**Meeting Date:** 01/19/2016



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**TITLE:**

**Consideration and Adoption of Resolution No. 2016-01** - A resolution of the City Council of the City of Flagstaff, Arizona adopting the COMPREHENSIVE PARKING MANAGEMENT PROGRAM, NOVEMBER 2015 and declaring an effective date.

**RECOMMENDED ACTION:**

- 1) Read Resolution No. 2016-01 by title only
- 2) City Clerk reads Resolution No. 2016-01 by title only (if approved above)
- 3) Adopt Resolution No. 2016-01

**Executive Summary:**

Adoption of this resolution would adopt the Comprehensive Parking Management Program. If the City Council also modifies Title 9 of the City Code (Ordinance 2016-5), then City staff, working with the stakeholders, would begin implementation of the program including the development of Administrative Guidelines and initiating an educational outreach program designed to inform the general users of the new programs and requirements. Subject to budget approval, City staff would procure and install the program components, most immediately including pay-to-park kiosks, permits, signage, minor improvements to parking facilities, and acquiring additional employee parking. Again subject to budget approval, additional enforcement staff would be hired and in the near future, a parking Manager would be hired.

**Financial Impact:**

If the City Council also modifies Title 9 of the City Code (Ordinance 2016-5), and once all the program components are in place, the parking program is self-funding with an anticipated annual income of \$1,000,000 and anticipated annual expenses of \$600,000, leaving an annual balance of \$400,000 to be held in reserve for the construction of new parking facilities (all figures being approximate projections). The start-up costs are approximately \$350,000 which is proposed to be put forth by the City and re-paid from the parking income over the first two years of operations. None of these expenses are currently budgeted. However, if the Council adopts this ordinance and the Comprehensive Parking Management Program (Resolution 2016-1), the revenues and expenses will be expressed in the next City Budget (the process for which is just now getting started).

**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.
- 7) Address key issues and processes related to the implementation of the Regional Plan
- 8) Foster relationships and maintain economic development commitment to partners

### **REGIONAL PLAN:**

Addressed in the attached Memo prepared by the Comprehensive Planning Office.

### **Has There Been Previous Council Decision on This:**

There have been several actions by the City Council related to parking and parking management over the last twenty-five years. These have included various code provisions for parking and parking meters, conditional adoption of a parking management plans, installation and removal of parking meters, and many more actions too numerous to list and not necessarily foundational to the decision currently before the City Council.

Most recently, in December of 2015, the City Council considered the draft Comprehensive Parking Management Program and considered concepts for this ordinance at a work session and provided not direction for changes.

### **Options and Alternatives:**

1. Adopt Resolution No. 2016-01 and all attachments.
2. Amend Resolution No. 2016-01 and all attachments.
3. Do not adopt Resolution No. 2016-01 and all attachments.

### **Background/History:**

Historically, three general areas in Flagstaff have experienced notable parking issues. The north Downtown area has experienced issues with parking shortages and parking turn-over. The North End neighborhood has experienced issues with spill-over parking from north Downtown. And, in recent years, the Southside has also experienced issues resulting from spill-over parking and due to the successful ongoing Southside redevelopment, new parking issues are emerging.

Discussions of addressing parking issues in north Downtown date back to the 1950s and five parking studies have been commissioned since the 1980s. In 2008 there was a partially successful effort to formulate a solution to the parking and other issues of downtown. However, that limited success was conditioned on resolving the remaining parts - notably including the development of more comprehensive solutions and achieving accord between, and buy-in from, all of the stakeholders. In addressing the unresolved parts, the follow-up work resulted in the formation of the Flagstaff Downtown Business Improvement and Revitalization District, however without addressing the parking issues. In 2011 there was an effort to solve some of the early renditions of parking issues in the Southside.

Certainly since 2008 the parking problems are well understood and agreed upon. Looking from the highest elevation, we need to manage our existing parking and we need to construct new parking facilities.

The impetus of the current consideration of our parking system is spill-over parking in the Southside, notably in the residential areas. Upon tackling this issue it quickly becomes clear that the issues and solutions are interconnected with the north Downtown and thus with the North End Neighborhood. And, we can reasonably anticipate that solutions for these areas will impact other adjacent neighborhoods such as La Plaza Vieja and Townsite. Thus the current Comprehensive Parking Management Program is a holistic solution to the known and anticipated parking problems.

A distinguishing feature of the current effort relates back to the 2008 City Council direction - Not only are

the parking issues addressed comprehensively, there is accord and buy-in from the stakeholders. While there may still be individuals that have concerns, the eleven stakeholder groups have all indicated support for the current approach. Each recognizes the need to address the parking issues now, the need to do so in a balanced way (compromise), and the need to start accumulating funds for constructing new parking facilities.

Detailed background information relative to the current effort is included in the Comprehensive Parking Management Program that would be adopted by this resolution and is not duplicated here for brevity.

### **Key Considerations:**

There are numerous key considerations that the City Council would want to consider in adopting the Comprehensive Parking Management Program. It represents a significant departure from current policy and practice in a number of areas and ways.

The reader is referred to the attached Comprehensive Parking Management Program document, the "Background" section in particular, as it highlights many of the key considerations. And, staff has assembled a listing of some parking policies that are imbedded into the Comprehensive Parking Management Program. They are as follows:

1. **Our parking solution is comprehensive.** The parking needs are considered over the broad area experiencing (or expected to experience) parking issues and the unique solutions needed in each area are coordinated into a single balanced holistic plan.
  - a. **No stakeholder or stakeholder group has an advantage over another stakeholder or stakeholder group.** The parking plan is inclusive of all stakeholders and customers and balances needs and resources fairly.
  - b. **Streets are a public resource, and the public is a stakeholder.** Being inclusive and fair, and balancing needs and resources with the public is necessary.
  - c. **Management best practices, pro forma results, and logistics are a part of comprehensive planning.** This assures that the plan is not only viable, but also sustainable, and that long term goals can be achieved.
2. **Parking management is necessary.** More so when the parking supply is insufficient, parking is a limited resource and limited resources require management to allow for the efficient use of them, providing the maximum benefit for the most people.
3. **Our parking will be managed using availability, cost, demand reduction, regulations, and enforcement.** These are the major tools of parking management and all will be used.
  - a. **Increasing the parking supply is necessary.** With sufficient supply, in the right places, all parking customers can be accommodated.
  - b. **We will charge parking customers for parking.** Charging for parking (pay-to-park) serves to make space available for priority parking customers, reduces the public subsidy of parking, and funds the implementation of all of the other parking management tools.
  - c. **Changes in transportation choices is a desirable outcome.** To avoid parking management, or because facilities and services are provided for alternative transportation, people choosing alternate modes of transportation reduces parking demand.
  - d. **Investment in alternative transportation reduces the parking demand.** Funds would be used not only for automobile accommodation but also for pedestrian, bicycle, and transit services and facilities.
  - e. **Regulating and enforcing parking is necessary.** Short of having an excessive parking supply, without employing these tools, people will park where it's advantageous to them, and the system will not be used efficiently or fairly.
4. **Our parking system will be financially self-sufficient.** This policy has been previously provided as direction from the City Council.
  - a. **The City will fund modest start-up costs, which will be re-paid over the first two years of operations.** This is proposed.
  - b. **Pay-to-park will be the primary ongoing funding mechanism.** For various reasons, ticket

revenue, permit fees, and City subsidies are not available to fund the system and thus by process of elimination, pay-to-park is the primary funding mechanism.

c. The parking program shall be implemented within a special revenue fund with monies restricted to parking operations and development. This is proposed.

5. The plan, our parking solution, will be implemented in phases. In order to construct even minor new facilities, and certainly for significant new facilities, funds need to be saved from the net proceeds of pay-to-park revenues over operational costs.

Working with the stakeholders and coordinating with other City Divisions, the development of the details of the parking program would be performed by Economic Vitality staff (If the City Council also modifies Title 9 of the City Code (Ordinance 2016-5). This would include the development procedures, protocols, and requirements not specified in the Comprehensive Parking Management Program document but necessary or appropriate to implement and administer the program. As proposed, these detailed matters would not be brought before the City Council for approval, though an informational presentation is likely.

### **Expanded Financial Considerations:**

Details of the financial implications are included in the Comprehensive Parking Management Program (attached) and thus are not duplicated here for brevity. Notably the pro forma information in the document is illustrative and it is anticipated that final numbers will differ from the illustrations. It is anticipated that the annual revenues will exceed the expenses and that these revenues would remain in the fund balance of the parking fund until sufficient for parking construction.

If the City Council adopts the Comprehensive Parking Management Program by adopting this resolution, the expenses will be included in the next City Budget through the budget process that is currently just getting started.

### **Community Benefits and Considerations:**

Addressing the parking issues enhances the economic vitality of the north Downtown and for the commercial portions of Southside. It will also enhance the property values in the residential districts. Currently, unmanaged parking is negatively impacting these properties and having an active plan and effort that leads to constructing parking will further alleviate the negative impacts.

Managing our existing parking supply will allow us to use our resources more efficiently, ultimately reducing expenditures for constructing parking. Notably, an over-supply of parking is also harmful to the economic vitality of a community. The highest benefit is achieved through parking management.

Traditionally, the cost of public parking has been borne by the general tax payers of the City. If adopted, this program would establish that users will pay for the use of public parking spaces in high parking demand areas.

### **Community Involvement:**

Consult  
Involve  
Collaborate  
Empower

The Comprehensive Parking Management Program has been significantly vetted with the community in general but specifically balancing the desires and needs of eleven identified key stakeholder groups. The stakeholders, users, and editor have variously worked on the development of this plan over the last eight years.

**CITY OF FLAGSTAFF**  
**STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Karl Eberhard, Comm Design & Redevelopment Mgr  
**Date:** 12/28/2015  
**Meeting Date:** 01/19/2016



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**TITLE:**

**Consideration and Adoption of Ordinance No. 2016-05** - An ordinance of the City Council of the City of Flagstaff, Arizona, amending Flagstaff City Code Title 9, TRANSPORTATION, Chapter 9-01, TRAFFIC CODE; creating the Office of Parking Manager; modifying the duties of the Traffic Engineer accordingly; modifying and adding traffic violations necessary for permit parking and pay-to-park programs; authorizing the Parking manager to implement the Comprehensive Parking Management Program for the downtown, southside and surrounding areas with the installation of parking meters, signage, and other improvements for permit parking and pay-to-park programs; and establishing a special revenue fund for revenues generated by implementation of the Comprehensive Parking Management Program.

**RECOMMENDED ACTION:**

At the Council Meeting of January 19, 2016

- 1) Read Ordinance No. 2016-05 by title only for the first time
- 2) City Clerk reads Ordinance No. 2016-05 by title only (if approved above)

At the Council Meeting of February 2, 2016

- 3) Read Ordinance No. 2016-05 by title only for the final time
- 4) City Clerk reads Ordinance No. 2016-05 by title only (if approved above)
- 5) Adopt Ordinance No. 2016-05

**Executive Summary:**

Adoption of this ordinance would modify City Code as needed and desired to implement the Comprehensive Parking Management Program and would establish a special revenue fund for the Comprehensive Parking Management Program. Changes to the City Code include creating the office of Parking Manager and modifying the duties of the Traffic Engineer accordingly, modifying and adding traffic violations necessary for permit parking and pay-to-park programs, and authorizing the Parking Manager to install parking meters, signage, and other improvements for permit parking and pay-to-park programs. The special revenue fund would be for revenues and expenses within the downtown, southside, and surrounding impacted areas, and, expenditures would be further restricted to certain physical and operational parking related costs. If the City Council also adopts the Comprehensive Parking Management Program (Resolution 2016-1), then City staff, working with the stakeholders, would begin implementation of the program including the development of Administrative Guidelines and initiating an educational outreach program designed to inform the general users of the new programs and requirements. Subject to budget approval, City staff would procure and install the program components, most immediately including pay-to-park kiosks, permits, signage, minor improvements to parking facilities, and acquiring additional employee parking. Again subject to budget approval, additional enforcement staff would be hired and in the near future, a parking Manager would be hired.

**Financial Impact:**

Adoption of this ordinance is not expected to have financial implications in and of itself. However, if the City Council also adopts the Comprehensive Parking Management Program (Resolution 2016-1), and once all the program components are in place, the parking program is self-funding with an anticipated annual income of \$1,000,000 and anticipated annual expenses of \$600,000, leaving an annual balance of \$400,000 to be held in reserve for the construction of new parking facilities (all figures being approximate projections). The start-up costs are approximately \$350,000 which is proposed to be put forth by the City and re-paid from the parking income over the first two years of operations. None of these expenses are currently budgeted. However, if the Council adopts this ordinance and the Comprehensive Parking Management Program (Resolution 2016-1), the revenues and expenses will be expressed in the next City Budget (the process for which is just now getting started).

**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:**

There have been several actions by the City Council related to parking and parking management over the last twenty-five years. These have included various code provisions for parking and parking meters, conditional adoption of a parking management plans, installation and removal of parking meters, and many more actions too numerous to list and not necessarily foundational to the decision currently before the City Council.

Most recently, in December of 2015, the City Council considered the draft Comprehensive Parking Management Program and considered concepts for this ordinance at a work session and provided no direction for changes.

**Options and Alternatives:**

1. Adopt ordinance as proposed.
2. Adopt an amended version of the ordinance keeping in mind that amendments must be carefully drafted to maintain compatibility with the proposed Comprehensive Parking Management Program.
3. Do not adopt ordinance as proposed in which event the Comprehensive Parking Management Program cannot be implemented.

**Background/History:**

Historically, three general areas in Flagstaff have experienced notable parking issues. The north Downtown area has experienced issues with parking shortages and parking turn-over. The North End neighborhood has experienced issues with spill-over parking from north Downtown. And, in recent years, the Southside has also experienced issues resulting from spill-over parking and due to the successful ongoing Southside redevelopment, new parking issues are emerging.

Discussions of addressing parking issues in north Downtown date back to the 1950s and five parking studies have been commissioned since the 1980s. In 2008 there was a partially successful effort to formulate a solution to the parking and other issues of downtown. However, that limited success was conditioned on resolving the remaining parts - notably including the development of more comprehensive solutions and achieving accord between, and buy-in from, all of the stakeholders. In addressing the unresolved parts, the follow-up work resulted in the formation of the Flagstaff Downtown Business Improvement and Revitalization District, however without addressing the parking issues. In 2011 there

was an effort to solve some of the early renditions of parking issues in the Southside.

Certainly since 2008 the parking problems are well understood and agreed upon. Looking from the highest elevation, we need to manage our existing parking and we need to construct new parking facilities.

The impetus of the current consideration of our parking system is spill-over parking in the Southside, notably in the residential areas. Upon tackling this issue it quickly becomes clear that the issues and solutions are interconnected with the north Downtown and thus with the North End Neighborhood. And, we can reasonably anticipate that solutions for these areas will impact other adjacent neighborhoods such as La Plaza Vieja and Townsite. Thus the current Comprehensive Parking Management Program is a holistic solution to the known and anticipated parking problems.

A distinguishing feature of the current effort relates back to the 2008 City Council direction - Not only are the parking issues addressed comprehensively, there is accord and buy-in from the stakeholders. While there may still be individuals that have concerns, the eleven stakeholder groups have all indicated support for the current approach. Each recognizes the need to address the parking issues now, the need to do so in a balanced way (compromise), and the need to start accumulating funds for constructing new parking facilities.

Detailed background information relative to the current effort is included in the Comprehensive Parking Management Program (Resolution 2016-1) and is not duplicated here for brevity.

#### **Key Considerations:**

If adopted, this ordinance would create the office of Parking Manager and modify the duties of the Traffic Engineer accordingly. Currently all parking is under the authority of the Traffic Engineer (within the Engineering Section). This ordinance would place authority for public parking in the general areas with pay-to-park requirements and permit parking under the Parking Manager (within the Economic Vitality Division). The authorities relative to public parking include the establishing, changing, suspending, or removing Administrative Guidelines (procedures, protocols, and requirements not established by the adopted Comprehensive Parking Management Program), parking rates, and physical parking facilities including associated signs, markings, equipment, and other improvements. Private parking and parking associated with municipal facilities are not included in the authority of the Parking Manager. Notably, it will be necessary for the Parking Manager and the Traffic Engineer to coordinate their efforts as the operations of these systems are inter-related.

The adoption of this ordinance establishes separate accounting for the income and expenses of the Comprehensive Parking Management Program and establishes expenditure limits so that the funds are used solely for parking purposes. This is how the BBB Funds are managed and limited.

#### **Expanded Financial Considerations:**

Details of the financial implications are included in the pro forma from the Comprehensive Parking Management Program (attached) and thus are not duplicated here for brevity. Notably the pro forma information in the document is illustrative and it is anticipated that final numbers will differ from the illustrations. It is anticipated that the annual revenues will exceed the expenses and that these revenues would remain in the fund balance of the parking fund until sufficient for parking construction.

If the City Council also adopts the Comprehensive Parking Management Program (Resolution 2016-1), the expenses will be included in the next City Budget through the budget process that is currently just getting started.

#### **Community Benefits and Considerations:**

Addressing the parking issues enhances the economic vitality of the north Downtown and for the commercial portions of Southside. It will also enhance the property values in the surrounding residential districts. Currently, unmanaged parking is negatively impacting these properties and having an active plan and effort that leads to constructing parking will further alleviate the negative impacts.

Managing our existing parking supply will allow us to use our resources more efficiently, ultimately reducing expenditures for constructing parking. Notably, an over-supply of parking is also harmful to the economic vitality of a community. The highest benefit is achieved through parking management.

Traditionally, the cost of public parking has been borne by the general tax payers of the City. If adopted, this program would establish that users will pay for the use of public parking spaces in high parking demand areas.

**Community Involvement:**

Consult  
Involve  
Collaborate  
Empower

The Comprehensive Parking Management Program has been significantly vetted with the community in general but specifically balancing the desires and needs of eleven identified key stakeholder groups. The stakeholders, users, and editor have variously worked on the development of this plan over the last eight years. The code changes proposed in this ordinance reflect specific desires and needs that staff heard during the vetting process.

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**Attachments:**     Planning Memo  
                          Pro Forma  
                          Ordinance

## CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council  
From: Karl Eberhard, Comm Design & Redevelopment Mgr  
Date: 09/21/2016  
Meeting Date: 10/11/2016



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### TITLE:

### **Implementation of Comprehensive Parking Management.**

### DESIRED OUTCOME:

This presentation, which may be a series of presentations, is intended to:

1. Inform the City Council with regard to the final developments of the Comprehensive Parking Management Program, and
2. Prepare the City Council for a series of Action Items necessary in order to implement the program. Consideration of the Actions Items is tentatively scheduled for November 15, 2016.

### EXECUTIVE SUMMARY:

In January of 2016, the City Council adopted a Comprehensive Parking Management Plan that has four major components:

- 1) Pay-to-park parking on the commercial streets and parking lots of north and south downtown,
- 2) Time-limited parking on adjacent south downtown streets,
- 3) An Employee Permit Parking Program, and
- 4) A Residential Permit Parking Program.

The plan was developed after extensive work with the community and was endorsed by eleven identified stakeholder groups representing the downtown, all of the surrounding neighborhoods, and the largest parking user groups including the City of Flagstaff, Coconino County, and Northern Arizona University. Upon adopting the plan, the City Council directed staff to develop the final regulations and details of the program as Administrative Guidelines, to develop the necessary code amendments for City Council consideration, to conduct procurement activities, and to take other steps necessary in order to implement the Comprehensive Parking Management Program.

Continuing with extensive community and stakeholder input, staff has accomplished more than one hundred tasks based on the City Council direction. Presented for your information and review are aspects of the original plan that have been modified and those that have been added as the Administrative Guidelines were developed. Also presented, and in anticipation of City Council's

consideration in the near future, are certain action items necessary to implement the program.

While necessary, none of the programmatic developments of the Administrative Guidelines are fundamental or significant change to the adopted plan. All can be categorized as resolving minor conflicts and adding necessary detail. Similarly, none of the action items presented for consideration notably depart from expectations.

Finally, a stakeholder-proposed alternative implementation option proposed would implement the Residential Permit Parking Program in areas immediately adjacent to Northern Arizona University as an “opt-out” strategy instead of the plan’s “opt-in” strategy.

## INFORMATION:

### Background

For reference, please find attached the Comprehensive Parking Management Plan, dated November 2015 that was adopted in January of 2016. The plan addresses a two part strategy of managing our limited public parking supply in a fair and balanced way leading up to and enabling adding more spaces to the parking supply. As mentioned in the Executive Summary, the plan has four major components - Pay-to-park parking on the commercial streets and parking lots of north and south downtown, time-limited parking on adjacent south downtown streets, an Employee Permit Parking Program, and a Residential Permit Parking Program. In adopting the plan, the City Council also setup the program (branded ParkFlag) as an enterprise fund with accounting of income and expenses separate from the remainder of the City budget.

The issue of having a parking space shortage and spill-over parking in adjacent neighborhoods in Flagstaff is at least twenty-five years old. Over the last ten years, three broad solutions have been conceptualized. Until the current plan, each has failed as a result of not being perceived as “fair and balanced”, lack of stakeholder support, or other matters of community concern. The plan adopted by the City Council in January of 2016 was developed after extensive work with the community and was endorsed by eleven identified stakeholder groups representing the downtown, all of the surrounding neighborhoods, and the largest parking user groups including the City of Flagstaff, Coconino County, and Northern Arizona University.

Upon adopting the plan, the City Council directed staff to develop the final regulations and details of the program as Administrative Guidelines, to develop the necessary code amendments, to conduct procurement activities, and to take other steps necessary in order to implement the Comprehensive Parking Management Program. What is now presented to the City Council, is in part informational materials and is in part materials in advance of City Council consideration of future implementing action items. It is all the result of the City Council’s direction, notably prepared in the context of continued extensive community and stakeholder input as well as the contributions of most every Division of the City providing technical, strategic, and legal support and coordination of the enterprise.

Shortly after the City Council adopted the Comprehensive Parking Management Plan, a direct email address (ParkFlag@flagstaffaz.gov) and a Dropbox (<http://tinyurl.com/Park-Flag>) were established. Updated weekly, these communication links have been widely and regularly promoted to the public, stakeholders, and the steering committee, allowing ongoing access to the developing plan documents and providing an ongoing opportunity for questions and input. More

recently, a Park Flag page was established on Facebook (<https://www.facebook.com/ParkFlag/>) to further this effort.

In addition to the development of the *Administrative Guidelines* and ongoing outreach efforts, some of the major milestones since the adoption of the plan have included incorporating the program into the City Budget which went into effect on July 1, 2016; on-the-ground surveying and mapping of the pay-to-park areas; extensive legal work; and various purchasing and financing matters.

### Organization of the Presentation:

The following materials are presented in three parts including a review of the final draft *Administrative Guidelines*, a listing and discussion (preview) of the various action items necessary to implement the program, and the presentation of an alternate implementation strategy.

The *Administrative Guidelines* (attached) are in outline format and are thus not discussed at great length here for brevity. Instead, the *Administrative Guidelines* portion of the presentation generally follows the outline of the guidelines, highlighting only a few of the notable features, but importantly noting any changes or new program features. The program map is useful to see the overall plan. And, when reading the *Administrative Guidelines*, the image of the associated parking signs on each page (where occurs) is useful too.

### Part 1 – Administrative Guidelines:

#### *General Guidelines Section*

The guidelines and the program accentuate that all existing parking regulations remain and are unchanged by this program except that ParkFlag will be enforcing all parking regulations within the area served by ParkFlag. This includes, but is not limited to, seasonal parking restrictions, accessible parking, and vehicle abandonment.

In the near future, the Parking Manager will schedule a meeting with private parking lot owners and staff from the Police Department to provide them with information about managing their parking. Shortly before the installation of signs and kiosks, a Marketing Campaign will be launched that features a website, mailers, print media, and other mechanisms to educate residents and visitors about the coming parking changes and how the system functions. Key features of this marketing that will carry forward are a parking map, a "parking tips" document, and a connection to the Northern Arizona Intergovernmental Transportation Authority (NAIPTA) route planning app.

It is planned that the program will start with a "soft start" or introductory period to further educate users and to allow some time for adjustment. During this period, the rate for parking will be ten cents per hour and only warnings would be issued in lieu of citations. As currently planned, the introductory period would conclude in May when the system goes fully live.

Please recall that the all of the parking permits are virtual. They are essentially a registry of license plates and what parking rights are afforded to the permittee. There is not a physical permit. In developing the guidelines, in the interest of customer service and user flexibility, it was

determined that a permittee would be allowed to associate any number of license plates with their permit with the understanding that only one vehicle at a time is allowed to utilize the parking rights of the permit.

This plan has been developed under the guidance of a Parking Steering Committee comprised of representatives of all government agencies affected by the plan including both Flagstaff Downtown Business Improvement and Revitalization District (FDBIRD) and NAIPTA. As the plan is implemented, this team will continue to meet to serve the role of an appeal mechanism. Any customer or public concern that is not or cannot be satisfactorily resolved by ParkFlag will be brought to the Parking Steering Committee for discussion and potential resolution. These meetings will be regular and open to the public to allow informal input as well.

### *Demand Reduction Section*

It was originally anticipated that ecoPASSes would be made available to downtown employees as a means to reduce parking demand and cost. The current intent is for ParkFlag to purchase one hundred ecoPASSes from NAIPTA and make these available at no cost to parking customers in lieu of their obtaining a Downtown Resident Parking Permit or an Employee Parking Permit. These passes will be provided on a first-come-first-served basis. This T Permit program is a pilot program for both NAIPTA and ParkFlag and the effectiveness and continued offering would be re-evaluated after a year of operations.

Streets, Parks, and ParkFlag are discussing the development of additional parking at Buffalo Park. This parking would be a great use during the large weekend events at the park and would serve as a park-n-ride during the week. The targeted park-n-ride users would be the jurors of the Municipal and County Courts. It is believed that this opportunity combined with the already free bus passes for jurors and hopefully a closer interval bus service will provide for the discontinuance of the current system that uses street parking spaces for these users. The continued consideration of this idea will be separate from the implementation of the Comprehensive Parking Management Program.

### *Downtown Resident Permit Parking (D Permit) Section*

This new program component was developed to address two types of downtown residents.

One group includes people who live in single family residences that happen to be on streets that will have pay-to-park installed. There is a very small number of such properties - approximately ten - most on streets with employee parking allowed. To afford them with similar rights as a property would have under the Resident Permit Parking Program, they would receive an E permit that would allow them to park in the employee parking areas without need of paying to park. These permits would be issued at no cost to the property owner.

The other group of downtown residents live in units above stores and other mixed use configurations, typically without any parking provided. They are challenged for parking during the seasonal parking restrictions. This new program would provide them with a D permit and the right to park overnight in the program parking lots (discussed further below) during the seasonal parking restriction period. These permits would cost \$60 per month.

### *Employee Permit Parking (E Permit) Section*

Please recall that these permits would allow employees and business owners to park in designated areas that are otherwise metered. As there is and will be a shortage of spaces, these permits will be issued by annual lottery.

Originally envisioned to be issued to businesses for distribution to their employees, based on stakeholder desires, the current plan is to distribute them directly to employees.

The anticipated cost of these permits at \$65 per month has been reduced to \$45 per month.

The final plan makes these permits invalid on streets when used for the Armed Forces Day, Fourth of July, and Holiday Lights parades.

ParkFlag staff is working with several private property owners to secure private property to use as temporary employee parking lots. The best prospect, located in the northeast corner of downtown, was recently sold for development and is no longer available. Two other prospects are being pursued. The continued consideration of this idea will be separate from the implementation of the Comprehensive Parking Management Program.

### *Facility Specific Permit Parking (F Permit) Section*

This new program component was developed to increase the supply of parking at this time. The general concept is that these lots would be managed by ParkFlag and restricted to the owner's use during the day, but importantly, available as public parking in the off-hours. This is especially important for north downtown workers who work until late night or early morning. It is intended that the pursuit of these kinds of opportunities, specifically including private properties, will be an ongoing effort of ParkFlag.

At present, the City properties involved in this program as F permit lots include City Hall and the Cherry Building (The Wheeler Park parking lot and the Downtown Library parking will also be managed by ParkFlag but not as F Permit lots). A separate Parking Management Plan for the City properties is attached. The County properties similarly involved in this program include four of their five downtown lots. A separate Parking Management Plan for the County properties is also attached. For both City and County lots, the accessible spaces are available to the public without need of a permit.

A portion of the Lumberyard parking lot is currently public parking and a portion is under the control of the Lumberyard. The business owners have asked ParkFlag to manage their 22 spaces along with the 32 public parking spaces. At present these are the only spaces under private control that are included in ParkFlag management. And, because there are no compatible "off hours", they will not be F permit spaces, but rather standard pay-to-park spaces.

This parking management would be provided at no cost to the property owner in exchange for the off-hours use by ParkFlag customers.

### *Residential Permit Parking (R Permits) Section*

This program is virtually unchanged from the *Comprehensive Parking Management Plan* except that the final plan makes these permits invalid on streets when used for the Armed Forces Day, Fourth of July, and Holiday Lights parades.

Recall that implementation requires a simple petition from the block. The petition allows the blocks to select one of three configurations – all of which maintain public parking while reserving spaces for resident use. Eligibility for a permit is based solely on water meters - not land use, number of units, or number of tenants. These permits would be issued at no cost to the property owner.

In developing the plan, staff predetermined that all streets within three blocks of FDBIRD or NAU have impacts and the “occupancy test” portion of the process is eliminated.

Also, stakeholders (residents) expressed concern about all guest permits costing money so the final plan includes twelve “free” permits per year and all other, unlimited in number, cost the \$5 per 24 hours as was previously planned.

### *Pay-to-park Section*

This program is also virtually unchanged from the *Comprehensive Parking Management Plan*. Recall that the multi-space pay-to-park kiosks (meters) do not accept cash or coins and that there is a mobile payment app.

The final list of public parking lots is:

- Phoenix Avenue
- Beaver Street
- Leroux Street
- Visitor Center
- Wheeler Park
- Lumberyard

Accessible parking spaces will be pay-to-park.

For simplicity, and knowing that we can change at a later date, the meter rate has been simplified to \$1 per hour – not using the dynamic pricing feature. The operating hours are 7:00 am to 7:00 pm on week days, starting at 9:00 am on Saturday, and ending at 10:00 pm on Fridays and Saturdays. Parking customers would no longer be limited to two-hours as the final guidelines provide that they can purchase as much parking time as they wish. And, moving cars every two-hours is also no longer necessary.

Staff seeks specific City Council consideration of this option: An aspect of this program that was not previously discussed is what to do relative to events and other parking space closures (such as contractor or dumpster use). The final draft plan includes a “Meter Exemption Permit”, sometimes called a hooding fee, for Permitted Events at \$1 per half-day per space and all other space closures at \$5 per day. This permit would not be required for the Armed Forces Day, Fourth of July, and Holiday Lights parades. Note that we currently charge \$12.50 to close a street and closing the parking spaces for a day would add a cost of about \$30. On the other hand, the revenue loss to the City will be a little more than \$50 per day.

### *Time Limited Parking Section*

Recycling of the two-hour parking signs from north downtown will not work. New signs that meet current standards will be purchased and installed.

### *Compliance and Collections Section*

Recall that one ticket per year will be a warning (no cost) and that subsequent tickets will cost more for each one in a one year period. This escalating cost of citations has been clarified to include only the "Failure to pay Meters" citation.

The program now gives the Parking Manager the authority to void tickets under strictly defined conditions.

Ideally, collection of fines will be aided by connecting citations to the registration of vehicles. The continued consideration of this idea will be separate from the implementation of the Comprehensive Parking Management Program.

Staff envisioned that the ParkFlag Office could be at the Train Station – on the second floor. The space is not accessible for customers or employees and was determined to be unsuitable. Therefore, staff is evaluating options, one of which is leasing space in the downtown area.

The installation of the various signs necessary for implementation, approximately 750, requires removing not only the signs being replaced but also the current seasonal parking restriction signs so that the whole sign assembly meets current standards with the seasonal parking restriction signs being above the other parking signs. As long as the seasonal parking restriction signs have to be removed, they will also be replaced with new signs that meet current standards. Note that the restrictions will not be changed, only the signs will be changed,

The necessary new parking signs, poles, and hardware, the removal of existing signs, and the installation of the new signs and parking kiosks (meters) will be provided by Kinney Construction Services (KCS). Approximately 750 signs and 100 kiosks will be installed. KCS has been engaged under their Job Order Contract. The cost of the products and services being provided by KCS is approximately \$400,000.

ParkFlag will install temporary curbs (RR Ties or similar devices) in areas that lack curbing (primarily in the Southside) and where needed for proper enforcement. This work will either be engaged through the Job Order Contract process or the Streets Section may install these devices. Some have already been installed on Ellery Street by the Streets Section.

### Part 2 – Preview Action Items

As currently planned, the actions items previewed below will be in front of the City Council for consideration on November 15, 2016. As a few items are being completed between now and then, some of the following text shows a place holder (like [Vendor] instead of a name). These should be ready by the November meeting with final information completed.

**Consideration and Adoption of Ordinance No. 2016-XX:** An ordinance amending the Flagstaff City Code Title 9, Traffic, Chapter 9-1, Traffic Code, for the purpose of amending certain citation, fine, and enforcement provisions to be consistent with the adopted Comprehensive Parking Management Plan and the Administrative Guidelines.

**Consideration and Approval of Intergovernmental Agreement:** An Intergovernmental Agreement between the City of Flagstaff and Coconino County pertaining to the management of certain County parking lots by the City of Flagstaff.

**Consideration and Approval of a Lease Amendment:** A Second Amendment to the lease between the City of Flagstaff and Beaver Street Brewing (Lumberyard) pertaining to the management of certain parking spaces by the City of Flagstaff.

**Consideration and Approval of a Contract:** With Parkeon, Inc. for the Purchase Multi-space Parking Kiosks (Meters), a Subscription for Meter Management Software, and Mobile Parking Payment System (Woosh! app).

Discussion: This procurement is through a National Purchasing Contract and thus a local competitive bid process was not used. When Flagstaff last issued a Request for Proposals for multi-space parking kiosks (meters), Parkeon, Inc. was the successful respondent. In addition to the mobile app, the Meter Management Software includes an on-line point-of-sale system for the kiosks and permits. And, other competitive vendor proposals were received (unsolicited) and considered. In addition to the 101 identified locations for the kiosks, provision for additional locations and spares is desired. Thus authorization for not-to-exceed \$600,000 is sought.

**Consideration and Approval of a Contract:** With NuPark, Inc. for the Purchase of Parking Enforcement Hardware and a Subscription for Parking Enforcement Software.

Discussion: This procurement is through a National Purchasing Contract and thus a local competitive bid process was not used. The subscription for the Parking Enforcement Software includes an on-line point-of-sale for the kiosks, permits, and citations as well as citation notification and appeal processes. Other competitive vendor proposals were received (unsolicited) and considered. The cost of the parking enforcement equipment is \$15,000. The cost of the subscription is based on the number of citations written. It will be \$30,000 per year initially and will increase as the number of citations increases.

**Consideration and Approval of a Capital Financing Agreement:** With [Vendor] for Capital Financing for the Purchase and Installation of Multi-space Parking Kiosks (Meters), Parking Enforcement Hardware, and Parking Signs.

Discussion: This procurement is through a local competitive Request for Proposals process. The lease is a ten-year lease with the equipment being owned by the City of Flagstaff. Recall that the pro forma business plan for ParkFlag includes a simultaneous annual allocation of funds to provide for the replacement of the meters (purchase) in ten years.

**Consideration and Approval of a Lease Agreement:** With [Vendor] for Office Space.

Discussion: Initially, ParkFlag needs office space for the Parking Manager and four Enforcement Staff. It is expected that soon thereafter space for two additional Enforcement Staff will be needed. The space needs to be accessible to customers and employees which prohibits the use of the Train Station second floor as was initially hoped. The City's inventory of office space does not include any suitable spaces and thus leasing of space is under consideration. This expense was not anticipated in the pro forma business plan for ParkFlag.

### Future Action Items

Due to certain noticing requirements of state law, changes to the Citation Fee Schedule are not currently before the City Council. This will be brought forward separately in the near future.

### Part 3 – Alternative Implementation: A Southside Resident Alternate Proposal

The program as presented requires the residents of individual blocks to “opt-in” to the Resident Permit Parking, and to select a configuration, via a petition process.

An alternate implementation has been proposed by stakeholders. Under this proposal, Resident Permit Parking (configuration Option 3) would be installed such that parking restrictions would be effective at the time of the system's "soft start" in the three blocks immediately adjacent to NAU. These streets would not petition for installation of Resident Permit Parking. Instead, prior to installation, an alternative petition would be developed for individual blocks to “opt-out” of the Resident Permit Parking entirely or to select another configuration option.

Proceeding with this alternative implementation suggests that additional public outreach be performed as it differs from what has been the understanding of the program. The thirty-one blocks involved need ground surveying for sign placement, but also for need of missing curbs (most of this area is missing curbs). The Administrative Guidelines would need editing and the procurement materials need to be changed. Final versions of the documents would be brought back to the City Council.

The estimated additional time to accomplish this work and obtain revised approvals is two to three months. Certain costs that would have occurred in the future if residents opted-in would now occur initially as follows:

(248) Signs	\$75,000
Temporary Curbs	\$15,000
Small Equipment	\$ 7,500

Similarly this option changes approximately 465 parking spaces from possible future management to management at the onset. An additional 1.5 FTE Enforcement Staff is needed at the program onset, moving a future cost of \$67,500 to the present as well as additional start-up capital funding of \$165,000

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Attachments:    Approved Plan  
                       Administrative Guidelines

City Parking Lot Management

Large Scale Map

Project Schedule

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Stephanie Smith, Assistant to City Manager  
**Date:** 11/01/2016  
**Meeting Date:** 11/15/2016



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**TITLE**

Navajo Nation Human Rights Commission Update

**RECOMMENDED ACTION:**

Informational only

**EXECUTIVE SUMMARY:**

In March 2012, the City of Flagstaff and Navajo Nation Human Rights Commission (NNHRC) entered into a Memorandum of Understanding (MOU) for purposes of strengthening communication and coordinating services to promote a healthy and positive community relations recognizing cultural diversity, fairness, integrity and respect among all people visiting, residing or doing business in and around the city of Flagstaff. The MOU is intended to encourage and promote mutual self-respect between all people through a variety of coordinated activities that support the mission of both entities. The MOU provides guidance as the City of Flagstaff and Navajo Nation Human Rights Commission collectively address race relations.

In March 2012, the City of Flagstaff and Navajo Nation Human Rights Commission (NNHRC) entered into a Memorandum of Understanding for purposes of strengthening communication and coordinating services to promote a healthy and positive community relations recognizing cultural diversity, fairness, integrity and respect among all people visiting, residing or doing business in and around the city of Flagstaff. The Memorandum of Understanding is intended to encourage and promote mutual self-respect between all people through a variety of coordinated activities that support the mission of both entities. Executive Director of the Office of the Navajo Nation Human Rights Commission, Mr. Leonard Gorman, and City staff will provide a joint update to Mayor and Council. The update will include an overview of accomplishments to date, which are tied directly to the general provisions of the Memorandum of Understanding. Chief Kevin Treadway will present the Flagstaff Police Department's efforts to collaborate with the Commission. The update will also include a recap of the 2016 Mayors' Summit.

The final agenda packet will include any presentation items from the Navajo Nation Human Rights Commission.

**INFORMATION:**

**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
- 5) Develop and implement guiding principles that address public safety service levels through appropriate staffing levels
- 7) Address key issues and processes related to the implementation of the Regional Plan

9) Foster relationships and maintain economic development commitment to partners

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**Attachments:** [Presentation](#)



# Navajo Nation Human Rights Commission and City of Flagstaff Update



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# Navajo Nation Human Rights Commission and City of Flagstaff Update

- Introductions
- Overview of MOU
- Update on Collaboration
- 2016 Mayors' Summit Recap



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# Flagstaff Police Department's efforts to collaborate with Navajo Nation Human Rights Commission

- We developed a 4 hour block of Navajo cultural awareness training
- We have shared our complaints and investigations with NHRC commissioners
- We have shared arrest data and recruitment data with Commissioners



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# Flagstaff Police Department's efforts to collaborate with Navajo Nation Human Rights Commission

- We have attended Public hearings held by the NNHRC
- We continue to collaborate with the Commission and report on recruitment efforts of qualified Native American officers
- Chief attended and presented at Mayors summit in October



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# 2016 Mayors' Summit Recap

- Attendance
- Liquor Licensing and the Role of Local Communities
- Law Enforcement: Community Relations and Recruitment
- Next Steps



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