WORK SESSION AGENDA

CITY COUNCIL WORK SESSION
MONDAY*
FEBRUARY 26, 2018

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

PLEASE NOTE THE CHANGE IN DAY

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 work session, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. Pledge of Allegiance and Mission Statement

MISSION STATEMENT

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

3. Roll Call

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

MAYOR EVANS
VICE MAYOR WHELAN
COUNCILMEMBER BAROTZ
COUNCILMEMBER MCCARTHY
COUNCILMEMBER ODEGAARD
COUNCILMEMBER OVERTON
COUNCILMEMBER PUTZOVA

4. Public Participation

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

5. Preliminary Review of Draft Agenda for the March 6, 2018, City Council Meeting.*

** Public comment on draft agenda items may be taken under "Review of Draft Agenda Items" later in the meeting, at the discretion of the Mayor. Citizens wishing to speak on agenda items not specifically called out by the City Council for discussion under the second Review section may submit a speaker card for their items of interest to the recording clerk.*

6. Brief Updates from Area Professionals Regarding the Flagstaff Business Community.

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

8. Discussion/Direction: Possible Amendments to City Council Rules of Procedure

9. Discussion: Update of Energy Code.

10. Presentation on Flagstaff Trails Initiative.

11. Presentation on Bike Share Pilot Program

12. Review of Draft Agenda Items for the March 6, 2018, City Council Meeting.*

** Public comment on draft agenda items will be taken at this time, at the discretion of the Mayor.*

13. Public Participation

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

15. 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 _____, 2018.

_____
Elizabeth A. Burke, MMC, City Clerk

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: David McIntire, Community Investment Director

Date: 02/06/2018

Meeting Date: 02/26/2018

TITLE:

Brief Updates from Area Professionals Regarding the Flagstaff Business Community.

DESIRED OUTCOME:

Council will receive information regarding the business activities that have been happening in our community. For this particular update, Council will receive information on the Bed, Board, and Beverage (BBB) tax through a video and brief presentations from stakeholders that participate in the BBB.

EXECUTIVE SUMMARY:

The City of Flagstaff Economic Development Program works with several business and service providers in Flagstaff and regionally. As the economy grows and shifts over the year, there will be a series of quarterly updates in which these partners, and various business leaders and groups, will have the opportunity to provide brief updates regarding their efforts, successes, observations, and challenges in the business sector. The intention is to provide Council, and the public, an opportunity to hear more about what is happening within the community. These updates will happen quarterly and this is the first of 2018. For this first update of 2018, there will be a focus on the Bed, Board, and Beverage (BBB) tax.

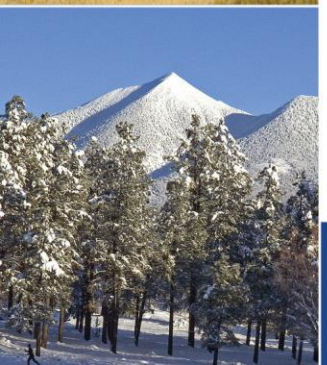
INFORMATION:

The Flagstaff economy is complex and always shifting. It, like all economies in our system, adapts to new influences ranging from the international stage to individual consumer trends and preferences. As markets, behaviors, rules, regulations, technology, and infrastructure change, Flagstaff's economy adjusts as well. This is a time where change has been apparent in a number of ways. Growth is visible throughout the community in the new construction of healthcare facilities, housing, and with new businesses opening; however a number of business closures also remind us that cycles are constantly in flux.

To help inform the Council, staff, and the public, there are quarterly work session updates from various community partners and businesses. In this third update, we will present a new video that explains the BBB funds and receive presentations from Fred Reese, General Manager with Little America Hotel and Karan Patel, local business owner. The next update is scheduled for May 22, 2018. Out of respect for the number of organizations working on these issues, and the Council's working calendar, each presenter has been asked to keep their presentations brief. Obviously, this time will only allow them to discuss specific items, but it is hoped that through these brief presentations, and any additional dialogue, a picture of what is happening in our business community will continue to enhance everyone's knowledge and awareness.

Attachments: Business Community Update

Little America Hotel
Karan Patel Update



BUSINESS COMMUNITY QUARTERLY UPDATE

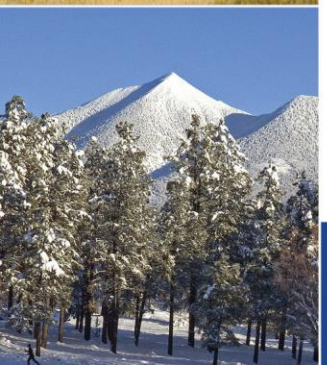
Economic Vitality Division:

Flagstaff Convention and Visitors Bureau & Community Investment Sections

February 26, 2018

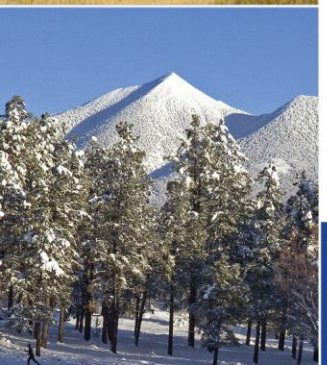
TEAM FLAGSTAFF

WE MAKE THE CITY BETTER



Agenda:

- **Bed, Board & Beverage (BBB) Video**
- **BBB Business Updates:**
  - Fred Reese, General Manager
    - Little America Hotel
  - Karan Patel, Owner
    - Beaver Street Liquor
    - Days Hotel
    - Econo Lodge
    - Horsemen Lodge,
    - La Vetta Restaurant,
    - Northern Pines Restaurant,
    - Ski Haus,
    - Travelodge



Bed, Board & Beverage (BBB) Video

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

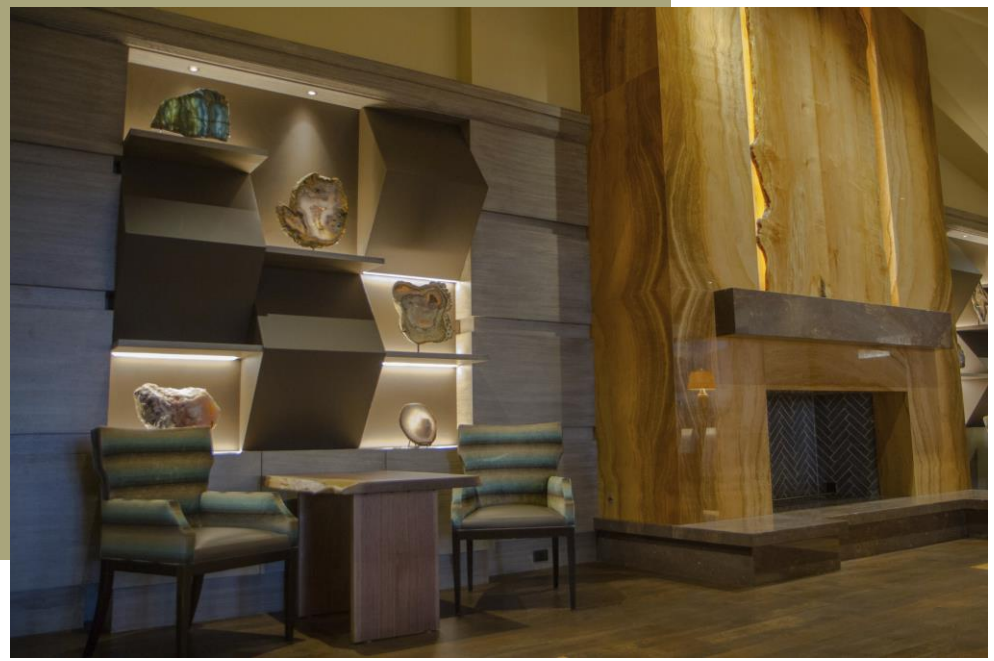
LITTLE AMERICA Hotel FLAGSTAFF

Council Update

Presented by: Fred Reese, General Manager

REMODEL:
FRONT LOBBY

BEFORE



AFTER

REMODEL:

ROOMS

BEFORE

AFTER

REMODEL:

ROOMS CONTINUED

BEFORE

AFTER

REMODEL:
Apartment Suite

REMODEL:
Ballroom

BEFORE

AFTER

REMODEL:
Ballroom

BEFORE

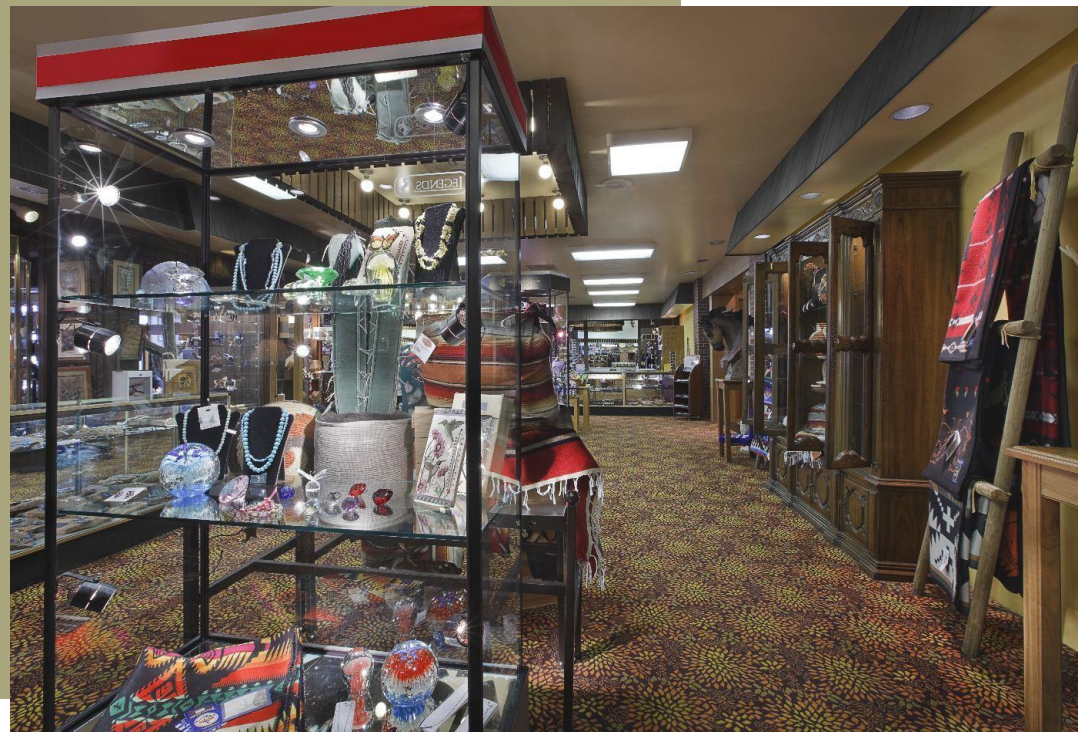
AFTER

REMODEL: DINING

BEFORE

AFTER

REMODEL:
Gift Shop



BEFORE

AFTER

REMODEL:
Meeting Space

BEFORE

AFTER

LITTLE AMERICA Hotel FLAGSTAFF

HIGHLIGHTS…

HIGHLIGHTS:

Little America and Convention and Visitors Bureau Partnership

MARKETING OFFERED:

Paid Media exposure, video clips, familiarization tours with tour operators and journalists, Visit Discover Grow mention all resulting in **21 ads for 3 campaigns with direct Little America impact**

Video
6,937 views, https://youtu.be/lk3C-Q49xA0

Earned Media

- 15 digital stories
- 5.2M reach, $50K advertising equivalency value

http://www.12news.com/life/holidays/here-are-the-holiday-events-around-flagstaff-in-2017/496255515

HIGHLIGHTS:

Little America and Convention and Visitors Bureau Partnership

Social media mentions, booking referrals, website assistance, and holiday lights promotion

Owned Media

- 34K page views, Flagstaffarizona.org/flagstaff- accommodations (all lodging partners)
- 1,088 booking referrals exclusively to Little America
- 474 clicks from flagstaffarizona.org to Little America's website
- 2,612 page views of Holiday Lights Festival flagstaffarizona.org

Eblast

21% open rate for Flagstaff Happenings eblast with Holiday of Lights as the feature story

Social Media

FB: 8,229 reached, 108 reactions

Twitter: 918 impressions

11,757 reached, 275 reactions

5,982 reached, 128 reaction

582 impressions

WHAT'S NEXT…

Thank You!

QUESTIONS?

Days Hotel

LaVetta
RISTORANTE ITALIANO

BEAVER STREET
LIQUOR
FLAGSTAFF, ARIZONA

EconoLodge

HORSEMEN LODGE
EST. 1975

Northern Pines

Travelodge

SKI | HAUS
FLAGSTAFF, AZ

PRESENTED BY:

KARAN PATEL, OWNER

BUSINESS COMMUNITY UPDATE

HIGHLIGHTS:

- ALREADY OWNED AND OPERATED:
  - DAYS HOTEL, ECONO LODGE, HORSEMEN LODGE, TRAVELODGE, NORTHERN PINES RESTAURANT
- NEW IN 2017:
  - SKI HAUS, BEAVER STREET LIQUOR, LA VETTA RESTAURANT
- EMPLOYEE BASE INCREASED – 150 EMPLOYEES TO 200

CONCERNS:

- MINIMUM WAGE INCREASE
- BUILDING IN FLAGSTAFF - CITY VS ADOT
- TUSUYAN PROJECT

WHAT'S NEXT:

- HOLIDAY INN & SUITES – 4TH STREET AND ROUTE 66
- MALONEY'S IN DOWNTOWN FLAGSTAFF WILL BE HOME TO A NEW RESTAURANT SOON!

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Elizabeth A. Burke, City Clerk
Co-Submitter:	Sterling Solomon, City Attorney
Date:	02/22/2018
Meeting Date:	02/26/2018

TITLE

Discussion/Direction: Possible Amendments to City Council Rules of Procedure

STAFF RECOMMENDED ACTION:

Council direction

EXECUTIVE SUMMARY:

Years ago the City Council adopted Rules of Procedure for the conduct of its Council meetings, and from time to time amendments are brought forward for consideration. The attached amendments are proposed for discussion and possible action through the adoption of a resolution at a future meeting.

INFORMATION:

The proposed amendments are as follows:

3.01 Regular Meetings

- Discussion of Council Break
- Proposes Change to Start Time of Regular Meetings

3.03 Work Sessions

- Removes two reviews of Draft Agenda during Work Sessions

4.01 Procedures for Preparation of Council Agendas

- Removes statement of something that has already occurred
- Removes requirement for distribution of agendas by noon on Fridays

4.02 Future Agenda Item Requests

- Provides consistency in terminology for Council
- FAIR items to be requested in public meeting during TO/FROM
- Formalizes the procedure currently being followed for items on FAIR
    - at least 2 councilmembers to place on a future agenda for discussion
    - at least 4 councilmembers to move it to the front of the discussion items
    - Formalizes the 8-hour rule currently followed by staff

4.03 Removal of a FAIR item

5.01 Regular Meeting Agendas

9.01 Non-Public Hearing Discussions

- Clarifies process for someone speaking on behalf of a group

9.02 Public Hearings

- Clarifies process for someone speaking on behalf of a group

Other Considerations?

Once the Council provides staff direction, a resolution will be brought back to adopt an amended Rules of Procedure.

Attachments: Rules of Procedure
PowerPoint

FLAGSTAFF
CITY COUNCIL
RULES OF PROCEDURE

~~January 2017~~
MARCH 2018

RULES OF PROCEDURE
for the
FLAGSTAFF CITY COUNCIL

Rule 1
GENERAL RULES

[Flagstaff City Charter Art. II, §14]

1.01 Rules of Procedure; Journal

The Council shall determine its own rules and orders of business, and shall provide for keeping a record of its proceedings. The record of proceedings shall be open to public inspection.

1.02 Written Rules, Order of Business, and Procedure

These Rules of Procedure of the Council shall be available to all interested citizens.

Rule 2
CODE OF CONDUCT & CONFLICTS OF INTEREST

2.01 Code of Conduct

City Councilmembers occupy positions of public trust. All actions and business transactions of such officials dealing in any manner with public funds shall be in compliance with all laws or ordinances establishing a code of conduct for public officials or pertaining to conflicts of interest of public officials or employees.

2.02 Participation and Voting Bar [A.R.S. §38-503]

Any Councilmember prohibited from participating or voting on any matter before the City by the state conflict of interest laws shall make known such conflict on the record of any meeting where the item is discussed, and shall not enter into discussion, debate, or vote on such matter.

Rule 3
COUNCIL MEETINGS

[Flagstaff City Charter Art. II, §12 and 13]

3.01 Regular Meetings

The City Council shall hold regular meetings on the first and third Tuesday of January, February, March, April, May, June, September, October, November, and December, and on the first Tuesday of July and third Tuesday of August unless a majority of the Council decides to postpone or cancel such meeting. No change shall be made in regular meeting times or place without a published seven day notice.

NOTE: City Clerk requested returning to start time of 4:00 p.m. in order to allow for time to eat dinner. City Manager proposed starting the Regular Meeting at 5:00 p.m. with routine items and then move into regular items. Public Hearings would be scheduled for 5:00 p.m., understanding that we would be doing routine items first.

An additional option would be to have the meeting start at 5:00 p.m., recess and return to regular items (including Public Hearings) at 6:00 p.m.

(Further consideration under Item 5.01)

Regular meetings shall ~~consist of a 4:30 p.m. and~~ **BEGIN AT 5**:00 p.m. ~~The 4:30 p.m. portion of the meeting will include Approval of Minutes, Appointments, Liquor License Hearings, Consent Items, and Routine Items. At the agenda review work session one week prior to the regular Council Meeting, the City Council may direct that any of the agenda items be moved to the 4:30 p.m. or 6:00 p.m. portion of the meeting. At the 4:30 p.m. meeting, the Council may vote to defer any item on that portion of the agenda to the 6:00 p.m. meeting.~~

~~The 6:00 p.m. meeting is intended for items of specific interest to the community or items that may require extended discussions, as well as advertised public hearings. The agenda shall include carryover items from the 4:30 p.m. meeting, public hearings, regular agenda items, and discussion items.~~

If the day fixed for any regular meeting of the Council falls upon a day which the City observes as a legal holiday, the meeting may be cancelled or held at a time and date designated by the Council. All regular meetings of the Council shall be held in the City Hall Council Chambers. No change shall be made in regular meeting times without a published seven-day notice. However, the Mayor or City Manager may change the Council meeting location to adjust to a specific need for additional space required to accommodate a large citizen turnout, upon giving the public notice of such change pursuant to notice requirements. All regular meetings of the Council shall be open to the public.

3.02 Special Meetings

Special meetings may be called by the City Manager, three or more members of the Council, or by the Mayor. The Council may hold any other meetings it deems necessary at such times and locations as it determines appropriate under the circumstances for the purposes of addressing specific issues, specific neighborhood's concerns, strategic planning, budgeting, or for any other purpose allowed by law, so long as notice of such meeting has been given in accordance with the Arizona Open Meeting Law. The City Clerk shall prepare written notice of special sessions, stating time, place, and agenda; this notice shall be given personally, or by telephone, to each member of the Council, the City Manager, and the City Attorney, and shall be posted no later than twenty-four hours in advance of the special meeting. If an emergency requires an earlier meeting of the Council than allowed by this rule, Rule 3.05 pertaining to emergency meetings shall be followed.

3.03 Work Sessions and Agenda Review

Work sessions are public meetings held for the following purposes: (1) briefing Councilmembers on items included on the Council's regular meeting agenda, (2) discussion of long range plans and programs for which no immediate action is required, (3) detailed

discussion of matters which may soon be placed on a regular meeting agenda, and (4) exchange of information between the staff and Council. No formal vote shall be taken on any matter under discussion, nor shall any Councilmember enter into a commitment with another respecting a vote to be taken subsequently in a public meeting of the Council, providing that nothing herein shall prevent the Council from giving staff direction on any matter under discussion. Any formal action, however, must be scheduled for Council action at a regular or special Council meeting.

The City Council may hold work sessions every second and fourth Tuesday of each month at 6:00 p.m. When there are five Tuesdays in a month, work sessions will be held on the second and fifth Tuesdays, and the fourth Tuesday will be available for holding a work session, either at City Hall or throughout the community. No meetings will be held on the last Tuesday of December, unless otherwise agreed to by a majority of the Council.

The work session held the Tuesday prior to a regular Council meeting shall include ~~A~~ ~~two~~ review~~s~~ of the action items on the next week's regular Council agenda, ~~including a determination as to which items shall be placed on the 4:30 p.m. meeting agenda or the 6:00 p.m. portion of the meeting agenda. The preliminary review of the draft Council meeting agenda shall be placed first on the work session agenda and will have as its purpose the identification of items that the Council designates for more detailed discussion after all other work session items have been discussed.~~ In the ~~final~~ agenda review ~~that shall occur as the last regularly scheduled item on the agenda~~, the Council may discuss items on the next week's agenda and give direction to the City Manager as to additional information needed. Public comment need not be taken, but may be accepted ~~at the second agenda review~~, at the discretion of the Chair.

No work sessions will be held during the summer break unless called as a special meeting as provided in Section 3.02 of these Rules.

3.04 Executive Sessions [A.R.S. §38-431.03]

The Council may meet in, or recess into, executive session for all purposes allowed by law. The City Manager shall schedule any such meetings on the second and fourth Tuesdays at 4:00 p.m., or earlier as the need arises, prior to work sessions, but an executive session may be scheduled at any other time where circumstances require more immediate action. When there are five Tuesdays in a month, executive sessions shall be held on the second and fifth Tuesday at 4:00 p.m., or earlier, as needed. An executive session may be convened at a special meeting called for that purpose on a majority vote of the members of the Council, or during a regular meeting, special session, or work session of the Council for legal advice on matters on a meeting's properly noticed agenda. Attendance at the executive session shall be limited to members of the City Council, the City Manager and City Attorney or their designees, and appropriate City staff or consultants to the City as the Council may invite or as may be required for advice or information. No formal vote involving final action shall be taken on any matter under discussion while in an executive session, except the Council may instruct its attorneys and representatives as allowed by law.

3.05 Emergency Meetings [A.R.S. §38-431.02]

In case of an actual emergency, the Council may hold a meeting, including an executive session, upon such notice as is appropriate to the circumstances, but shall post a public

notice within twenty-four hours declaring that an emergency session has been held, and setting forth the agenda of specific items discussed, considered, or decided.

3.06 Minutes of Meetings [A.R.S. §38-431.01]

Except as otherwise provided by state law, there shall be minutes of all Council meetings. Such minutes shall include, but need not be limited to: (1) the date, time, and place of the meeting; (2) the members of the City Council recorded as either present or absent; (3) a general description of the matters considered; (4) an accurate description of all legal actions proposed, discussed, or taken, and the names of members who propose each motion; and (5) the name of persons, as given, making statements or presenting material to the Council and a reference to the legal action about which they made statements or presented material. Minutes of all meetings, except executive sessions, shall be open to public inspection.

Rule 4
THE COUNCIL AGENDA

4.01 Procedures for Preparation of Council Agendas

All reports, communications, ordinances and resolutions, contracts or other documents, or other matters to be submitted to the Council as part of the Council meeting agenda packet shall be available to the Council, along with a staff summary by the Friday preceding the agenda review work session for the draft agenda and by the Friday preceding the regular meeting for the regular agenda. The City Manager shall review items submitted for timeliness and completeness of information ~~**and shall make a preliminary determination whether an item should be placed on the 4:30 p.m. or 6:00 p.m. portion of the regular meeting agenda.**~~

Those items which are approved for the Council agenda by the City Manager shall be placed on the agenda in accordance with the order prescribed in Rule 5. Copies of the agenda and any background material shall be disseminated to the Mayor and the City Council in the manner prescribed by the Council; to the City Manager, the Deputy City Managers, the City Attorney, and the City Clerk; and shall be made available to the public ~~no later than noon~~ on the Friday preceding the Council meeting at which the agenda will be reviewed.

SHOULD A COUNCILMEMBER WISH TO SHARE INFORMATION REGARDING AN ITEM ON AN AGENDA OTHER THAN UNDER THE F.A.I.R. PROCESS, COPIES MAY BE DISTRIBUTED ON THE DAIS.

The agenda shall be made public in advance of the meeting by posting on the regular public posting board at City Hall and on the City's website. Such action shall be taken concurrently with the furnishing of the agenda to the City Council.

4.02 FUTURE AGENDA ITEM REQUESTS (F.A.I.R.)

The City Manager shall ~~**honor**~~ **CONSIDER** any request by a ~~**member of the Council**~~ **COUNCILMEMBER** to include an item on the Future Agenda Item Request (FAIR) portion of the agenda. A Councilmember may submit an item for consideration ~~**at any time**~~ **IN A PUBLIC MEETING DURING TO/FROM** and the City Manager ~~**will**~~ **MAY** place it in a queue with other Council requests to be placed on an agenda.

ONCE THE ITEM IS PLACED ON AN AGENDA UNDER F.A.I.R.:

A) IF TWO OR MORE COUNCILMEMBERS AGREE, IT IS PLACED IN THE DISCUSSION QUEUE FOR FUTURE MEETINGS IN CHRONOLOGICAL ORDER. (SHOWN ON WORKING CALENDAR AS A DISCUSSION ITEM)

B) SHOULD A COUNCILMEMBER WISH TO MOVE THE ITEM TO THE FRONT OF THE DISCUSSION QUEUE, A SEPARATE AND SECONDARY REQUEST MUST BE MADE. SHOULD A MINIMUM OF FOUR COUNCILMEMBERS AGREE TO SUCH REQUEST, THE ITEM WILL BE PLACED AT THE FRONT OF THE DISCUSSION QUEUE AND ITEMS PREVIOUSLY PLACED ON FUTURE AGENDAS FOR DISCUSSION WILL BE SHIFTED ACCORDINGLY.

~~The date and time of scheduling shall be weighted with other Council priority requests~~. ~~The requesting Councilmember may, but is not required to, specify in a memorandum what discussion, action, or options are proposed. After discussion and upon agreement by two members of the Council, the item will be moved to a regularly-scheduled Council meeting.~~

ONCE AN ITEM HAS BEEN CONSIDERED UNDER THE F.A.I.R. PROCESS AND PLACED ON A FUTURE AGENDA FOR DISCUSSION, STAFF TIME IN PREPARING FOR SUCH ITEM IS LIMITED TO EIGHT HOURS OR LESS. ONCE DIRECTION IS GIVEN BY A MAJORITY OF THE COUNCIL, FURTHER STAFF TIME MAY BE EXPENDED. (SHOWN ON THE WORKING CALENDAR AS A REGULAR ITEM)

4.03 REMOVAL OF A F.A.I.R. ITEM

A COUNCILMEMBER WHO HAS PREVIOUSLY REQUESTED A F.A.I.R. ITEM MAY REQUEST IT BE REMOVED UP UNTIL THE TIME IT APPEARS ON THE AGENDA AS A F.A.I.R. ITEM. ONCE IT HAS BEEN PLACED ON THE AGENDA AS A FAIR ITEM, AND THERE ARE TWO OR MORE COUNCILMEMBERS WHO SUPPORT MOVING IT TO A FUTURE AGENDA FOR DISCUSSION, AN ITEM MAY NOT BE REMOVED UNTIL IT HAS BEEN PLACED BACK ON THE AGENDA AS A F.A.I.R. ITEM TO BE REMOVED. SHOULD THERE BE NO OBJECTION FROM COUNCILMEMBERS, THE ITEM WILL BE REMOVED AS A F.A.I.R. ITEM.

Rule 5
ORDER OF BUSINESS

5.01 Regular Meeting Agenda

The agenda for regular meetings of the City Council shall follow the following order:

NOTE: Based on prior discussion, may Council consider changing the starting time of the meeting, below are two options to consider:

OPTION 1:

Leaves as is – 4:30 p.m. and 6:00 p.m.

OPTION 2:

This option would start the meeting at 5:00 p.m. and move directly into Regular Items once the Routine Items were completed.

~~4:30 P.M. MEETING~~

Call to Order
Roll Call
Pledge of Allegiance and Reading of the Mission Statement
Approval of Minutes of Previous Meetings
Public Participation
Proclamations and Recognitions
Appointments
Liquor License Public Hearings
Consent Items
Routine Items*
~~Recess~~

~~6:00 P.M. MEETING~~

~~Reconvene Regular Meeting~~
~~Roll Call~~
~~Public Participation~~
~~Carryover Items from 4:30 p.m. portion of Meeting~~
Public Hearing Items
Regular Agenda
Discussion Items
Council Liaison Reports
Future Agenda Item Request (FAIR)
Informational Items and Reports to/from Council and Staff, and Requests for Future Agenda Items
Adjournment

**Routine Items include those agenda items that are common, reoccurring, have been discussed at length in prior Council meetings, or are expected to have little to no public participation. They may include resolutions or ordinances.*

OPTION 3:

This option would begin the meeting at 5:00 p.m. with Routine Items and recess until Regular Items began at 6:00 p.m. (should there be extra time between the two).

5:00 P.M. ~~4:30 P.M. MEETING~~

Call to Order
Roll Call
Pledge of Allegiance and Reading of the Mission Statement
Approval of Minutes of Previous Meetings
Public Participation
Proclamations and Recognitions

Appointments
Liquor License Public Hearings
Consent Items
Routine Items*
Recess

6:00 P.M. MEETING

Reconvene Regular Meeting
Roll Call
Public Participation
Carryover Items from 4:30 p.m. portion of Meeting
Public Hearing Items
Regular Agenda
Discussion Items
Council Liaison Reports
Future Agenda Item Request (FAIR)
Informational Items and Reports to/from Council and Staff, and Requests for Future Agenda Items
Adjournment

**Routine Items include those agenda items that are common, reoccurring, have been discussed at length in prior Council meetings, or are expected to have little to no public participation. They may include resolutions or ordinances.*

Consent Agenda items may be considered and acted upon by one motion, unless a Councilmember specifically requests that a consent item be considered and voted on separately. If related to a public hearing item on the agenda, ordinances or resolutions shall be placed under Public Hearings. Items requested for consideration and discussion by a Councilmember and placed in the Future Agenda Item Request Section need not have a staff summary or staff review, but the requesting Councilmember may specify in a memorandum what discussion, action, or options are proposed. There will be no discussion of issues raised during public participation, information items and reports, or requests for future agenda items. The City Clerk shall enter into the minutes all consent items approved with one motion, and shall record separately action taken on those items considered separately.

Rule 6
PRESIDING OFFICER

[Flagstaff City Charter Art. II, §7 and §8]

6.01 Mayor as Chair

The Mayor, or in his or her absence, the Vice Mayor, shall be the Chair for all meetings of the Council.

6.02 Temporary Chair

In case of the absence of the Mayor and the Vice Mayor, the City Clerk shall call the Council to order. If a quorum is found to be present, the Council shall proceed to elect, by a majority of those present, a Chair for the meeting.

Rule 7
MEETING DECORUM AND ORDER

7.01 Decorum and Order among Councilmembers

The Chair shall preserve decorum and decide all questions of order, subject to appeal to the Council. During Council meetings, Councilmembers shall preserve order and decorum and shall not delay or interrupt the proceedings or refuse to obey the order of the Chair or the Rules of the Council. Every Councilmember desiring to speak shall address the Chair, and upon recognition by the Chair, shall confine himself or herself to the question under debate and shall avoid all personal attacks and indecorous language. A Councilmember once recognized shall not be interrupted while speaking unless called to order by the Chair or unless a point of order is raised by another Councilmember. If a Councilmember is called to order while he or she is speaking, he or she shall cease speaking immediately until the question of order is determined. If ruled to be out of order, he or she shall remain silent or shall alter his or her remarks so as to comply with the Rules of the Council. Councilmembers shall confine their questions to the particular issues before the Council. If the Chair fails to act, any member may move to require him or her to enforce the Rules and the affirmative vote of the majority of the Council shall require the Chair to act.

If Council discussion of a matter exceeds one hour, each Councilmember shall limit their subsequent remarks to three minutes.

7.02 Decorum and Order among City Staff

The Chair shall have the authority to preserve decorum in meetings as far as the audience, staff members, and city employees are concerned. The City Manager shall also be responsible for the orderly conduct and decorum of all City employees under the City Manager's direction and control. Any remarks shall be addressed to the Chair and to any or all members of the Council. No staff member, other than the staff member having the floor, shall enter into any discussion either directly or indirectly without permission of the Chair.

7.03 Decorum and Order among Citizen Participants

Citizens attending Council meetings should observe the same rules of propriety, decorum, and good conduct applicable to members of the Council. Any person causing a disturbance of the peace and good order during a Council meeting, may be removed from the room if so directed by the Chair, and such person may be barred from further audience before the Council. Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar demonstrations shall not be permitted by the Chair, if such actions cause a disturbance of the peace and good order the Chair may direct the Sergeant-at-Arms to remove such offenders from the room. Should the Chair fail to act, any member of the Council may move to require the Chair to enforce the Rules, and the affirmative vote of the

majority of the Council shall require the Chair to act. Political campaigning is prohibited. Any member of the public desiring to address the Council on any agendized item shall be recognized by the Chair shall state his or her name and city of residence in an audible tone for the record, and shall limit his or her remarks to the questions under discussion. Any remarks shall be addressed to the Chair and to any or all members of the Council.

Citizens are allowed to address the Council a maximum of three times throughout the meeting, including comments made during Public Participation. Other than Public Participation, comments shall be limited to the business at hand. Once the Chair recognizes a speaker, the Chair shall limit the period of speaking to a reasonable period of time of no more than three minutes per person, at the discretion of the Chair and a speaker may address the Council with the speaker's own statements and the statements of other persons within the set time period.

Rule 8
RIGHT OF APPEAL FROM THE CHAIR

8.01 Process for Appeal

Any Councilmember may appeal to the Council from a ruling of the Chair. If the appeal is seconded, the member making the appeal may briefly state his or her reason for the same, and the Chair may briefly explain the Chair's ruling. There shall be no debate on the appeal, and no other member shall participate in the discussion. The Chair shall then put the question, "Shall the decision of the Chair be sustained?" If a majority of the members present vote "aye", the ruling of the Chair is sustained; otherwise, it is overruled.

Rule 9
PUBLIC PARTICIPATION IN COUNCIL DISCUSSIONS

9.01 Non-Public Hearing Discussions

Any person wishing to speak on any matter on the agenda before the Council, or during Public Participation, shall fill out a comment card and submit that card to the recording clerk, who will deliver the card to the Chair. The Chair shall limit the period of speaking to a reasonable period of time of no more than three minutes per person (exceptions listed below); a speaker may address the Council with the speaker's own statements and the statements of other persons within the set time limit. The person desiring to speak shall limit his or her remarks to the matter under discussion and shall address his or her remarks to the Chair.

At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak. **THE TEN PERSONS WILL BE REQUESTED TO IDENTIFY THEMSELVES BY STANDING AND THOSE INCLUDED IN THE GROUP ARE PRECLUDED FROM MAKING COMMENTS ON THE SAME TOPIC BUT MAY PARTICIPATE IN ANY OTHER AGENDIZED TOPICS UP TO THE LIMIT ADDRESSED IN 7.03.**

Any person wishing to speak with the assistance of a translator shall designate such on the speaker card and be permitted to speak up to five minutes.

9.02 Public Hearings

A. In the case of a public hearing, the Chair shall announce prior to such hearing the total time limit, if any, to be allowed for public debate, depending upon the circumstances and public attendance. The Chair shall also announce the time limits for each individual speaker (normally no more than three minutes), and that no speaker may be heard more than once.

B. Any person wishing to speak with the assistance of a translator shall designate such on the speaker card and be permitted to speak up to five minutes.

C. 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.

D. Speakers may not cede any portion of their allotted time to another speaker.

E. The order of presentation and time limits shall be as follows:

1. Staff presentation (ten-minute time limit, except with specific Council permission to exceed this limit).
2. Applicant presentation, only upon applicant's specific request (up to ten minutes, except with specific Council permission to exceed this limit).
3. Council's questions to staff and applicant.
4. Public comment (three minutes for individual speakers, up to fifteen minutes for a representative of ten or more persons present at the meeting who have contributed their time to the representative), **THE TEN PERSONS WILL BE REQUESTED TO IDENTIFY THEMSELVES BY STANDING AND THOSE INCLUDED IN THE GROUP ARE PRECLUDED FROM MAKING COMMENTS ON THE SAME TOPIC BUT MAY PARTICIPATE IN ANY OTHER AGENDIZED TOPICS UP TO THE LIMIT ADDRESSED IN 7.03.**
5. Applicant's response, only upon applicant's specific request (5 minutes),
6. Staff's response (5 minutes),
7. Council deliberation and questions to staff and applicant.

F. This rule will not preclude questions from members of the Council to the speaker where it is deemed necessary for purposes of clarification or understanding, but not for purposes of debate or argument.

Rule 10
RULES GOVERNING MOTIONS BY THE COUNCIL

10.01 Motion to be Stated by the Chair - Withdrawal

When a motion is made and seconded, it shall be so stated by the Chair before debate commences. A motion may not be withdrawn by the mover without the consent of the member seconding it.

10.02 Motion to Suspend Rules

Suspension of these Rules requires a majority consent of the Councilmembers present. A motion to suspend may not be made while another motion is pending unless it directly applies to the pending motion. Suspension of the Rules may not be appropriate in the context of a Public Hearing.

10.03 Motion to Change Order of Agenda

The Chair may, at his or her discretion, or shall, upon the majority vote of Councilmembers present, change the order of the agenda. However, caution should be given to not changing the order to circumvent the Open Meeting Law.

10.04 Motion to Table

A motion to table is used to delay discussion on an item until later in the meeting or until the next meeting. Neither the motion to table nor other business can be discussed, until a vote has been taken on the motion. If the motion is successful, no further discussion can be had without a motion to take off the table. To take a motion off the table at the same or immediately succeeding meeting, a motion and second must be made to take the item off the table, and it must pass by majority vote.

If not revived by the adjournment of the immediately succeeding meeting, the matter is considered to be dead.

10.05 Motion to Postpone

A motion to postpone is in order when an item is rescheduled to a time certain, when it is delayed with conditions, or when the matter is intended to be disposed of without action. If the motion prevails, the item shall return for Council action at the meeting specified or in accordance with the conditions established in the postponement. A motion to postpone may be debated prior to vote, but no other motion, including a motion to amend, may be offered until the vote is taken and only if the motion to postpone fails.

A motion to postpone indefinitely, if it receives a majority vote, effectively extinguishes an item.

10.06 Motion to Divide the Question

If the question contains two or more divisionable propositions, the Chair may, and upon request of a member shall, divide the same.

10.07 Motion to Amend

On a motion to amend or “strike out and insert”, the motion shall be made so that the intent of the amendment is clear to the Council and public, and for the record.

The Council may materially amend an ordinance after the first read of that ordinance and proceed immediately to the second read and adoption. In other words, it is not necessary to proceed as though it is a new ordinance after a material change.

10.08 Motion to Amend an Amendment

A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be introduced. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order.

10.09 Motion to Reconsider

After the decision on any question, any member who voted with the majority may move for a reconsideration of any action at the same meeting or at the next regular meeting that occurs at least one week after the date the action was taken. In the event of a tie vote on a motion, any Councilmember may move for reconsideration at the next regular meeting of the City Council that occurs at least one week after the date the action was taken, but not thereafter. To ensure that the matter will be included on the posted agenda in conformance with the Open Meeting Law, any Councilmember who wishes to have a decision reconsidered must alert the city clerk in writing at least five (5) days, exclusive of Saturdays, Sundays, and intermediate holidays, prior to the meeting at which the motion to reconsider will be made, unless the motion to reconsider was made and seconded at a Council meeting. A motion to reconsider shall require the affirmative vote of the majority of the members present at the time of reconsideration. After a motion for reconsideration has once been acted on, no other motion for reconsideration of the same subject shall be made without unanimous consent of all Councilmembers.

After the reconsideration time period has expired, the same matter may be placed on a later Council meeting agenda under Future Agenda Item Request at the request of any Councilmember. It shall require agreement by Councilmembers during Future Agenda Item Request to be placed on a future agenda as an action item. If the matter is considered for formal action on a future meeting, the motion for or against taking an action need not be made by a member of the prevailing vote.

10.10 Motion for Roll Call Vote

Any Councilmember may request a roll call vote, or the Chair may ask for a roll call vote for purposes of clarifying a vote for the record. The roll may be called for yeas and nays upon any questions before the Council. Unless allowed by the Chair, it shall be out of order for members to explain their vote during the roll call, or to engage in additional debate or discussion on the subject after the vote is taken.

Rule 11
MISCELLANEOUS PROVISIONS

11.01 Prior Approval by Administrative Staff

Except as to matters requested by individual Councilmembers under the Future Agenda Item Request Section of the agenda, all ordinances, resolutions and contract documents shall, before presentation to the Council, have been approved as to form and legality by the City Attorney or his or her authorized representative, and shall have been examined for practicality by the City Manager or his or her authorized representative.

11.02 Placement of Items on Agendas for Council Action

Pursuant to Council direction received during any Council meeting, the City Manager may present ordinances, resolutions, and other matters or subjects to the Council, and any Councilmember may assume sponsorship thereof by moving that such ordinances, resolutions, matters or subjects be adopted. In addition, ordinances, resolutions and other matters or subjects requiring action by the Council may be introduced and sponsored by a member of the Council through the Future Agenda Item Request process described in Rule 4.01.

11.03 No New Agenda Items after 9:30 p.m. except by Majority Vote.

No new agenda items shall begin after 9:30 p.m. unless approved by majority vote of the City Council. If, however, discussion on an item commences prior to 9:30 p.m., the Council may continue its deliberation or move to postpone that item. Agenda items on a Council agenda not considered will be placed on the immediately succeeding Council meeting.

11.04 Robert's Rules

Robert's Rules of Order, latest edition, shall serve as a guideline for interpretation of and supplementation for these Rules in all cases to which they are applicable, provided they are not in conflict with these Rules or with the Charter of the City of Flagstaff or the laws of the State of Arizona. The interpretation of these Rules and Robert's Rules shall be guided by the principles underlying Parliamentary law, that is, a careful balance of the rights of individuals and minority subgroups of the council with the will of the majority. In no case shall the strict application of a rule or procedure be interpreted to deny any individual or minority the right to participate in a debate, discussion, or vote, nor shall these rules be interpreted in such a way so as to defeat the will of the majority of the whole of the Council.

11.05 Citizen Petitions [Flagstaff City Charter Art. II, §17]

A citizen or a group of citizens may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff in a form prescribed by ordinance, who shall present it to the Council at its next regular meeting. The Council must act on the petition within 31 days of the City Manager's presentation. Citizen petitions will first be placed on the agenda under Future Agenda Item Request to determine if there is Council interest in placing the item on a future agenda for consideration. Failure to give such direction shall constitute "action" for purposes of this section.

RULES OF PROCEDURE

February 26, 2018

PROPOSED CHANGES:

3.01 REGULAR MEETINGS
3.03 WORK SESSIONS
4.01 PROCEDURES FOR PREPARATION OF COUNCIL AGENDAS
4.03 REMOVAL OF A FAIR ITEM
5.01 REGULAR MEETING AGENDA
9.01 NON-PUBLIC HEARING DISCUSSIONS
9.02 PUBLIC HEARINGS

OTHER CONSIDERATIONS?

PROPOSED CHANGES:

3.01 REGULAR MEETINGS

1) Councilmember request to discuss time of Council Break

2) Proposes Change to start time of Regular Meetings

3.01 REGULAR MEETINGS – Council Break

3.01 Regular Meetings

The City Council shall hold regular meetings on the first and third Tuesday of January, February, March, April, May, June, September, October, November, and December, and on the first Tuesday of July and third Tuesday of August…

2018: Council Break is 07/04/2018 thru 08/20/2018

3.01 REGULAR MEETINGS – Start Time

Option 1:	Leave As Is	4:30 PM (Routine) 6:00 PM (Regular)
Option 2:	Start at 5:00 PM	5:00 PM (One continuous meeting)
Option 3:	Start at 5:00 PM	5:00 PM (Routine) 6:00 PM (Regular)

3.03 WORK SESSIONS

Removes review of Draft Agenda from the end of the Work Session – to only have one review at the beginning

4.01 PROCEDURES FOR PREPARATION OF COUNCIL AGENDAS

1) Removes wording of something already occurring
2) Removes noon requirement for distribution of agendas
3) Clarifies process for documents provided by Council

4.02 FUTURE AGENDA ITEM REQUESTS (FAIR)

1) Consistency in terminology of Council
2) FAIR items to be requested in public meeting during TO/FROM
3) Formalizes procedure currently followed for FAIR items:
   2 votes – to move to a future agenda for discussion
   4 votes – to move it to the front of the discussion list
4) Formalizes 8-hour rule currently followed by staff

4.03 REMOVAL OF A FAIR ITEM

Formalizes the procedure for removing a FAIR item that has already received the support of at least two Councilmembers

5.01 REGULAR MEETING AGENDA

This text will be changed to reflect any changes agreed to in Section 3.01 regarding start time of Regular Meetings

9.02 NON-PUBLIC HEARING DISCUSSIONS

Clarifies process for someone speaking on behalf of a group

9.02 PUBLIC HEARINGS

Clarifies process for someone speaking on behalf of a group

OTHER CONSIDERATIONS?

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Amy Palmer, Building Official
Date:	02/15/2018
Meeting Date:	02/26/2018

TITLE

Discussion: Update of Energy Code.

STAFF RECOMMENDED ACTION:

The information is provided to facilitate a discussion.

EXECUTIVE SUMMARY:

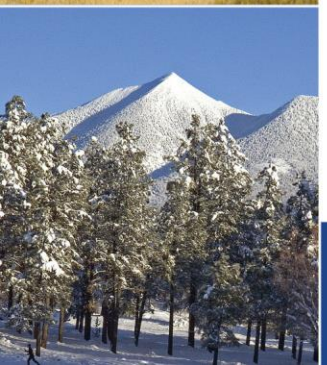
City Council provided the Future Agenda Item Request which was supported by the required number of Council members.

INFORMATION:

Information will be presented on updating the energy code as well as adopting all building codes to the current code cycle. Staff will discuss the importance of adopting, in its entirety, the 2018 International Code Council (ICC) suite of building codes. The City of Flagstaff is on a 6-year code cycle where the last code adoption occurred in 2013. We currently operate under 2012 suite of ICC Codes however we are operating under the 2009 Energy Code. When the 2012 codes were adopted, The City Council decided to not adopt the 2012 Energy Code forward.

An adoption schedule will be provided. The schedule will identify a timeline for the adoption process which includes: meeting with the building and safety advisory board, public outreach and presentations, appropriate staff and building professional training and going through the adoption process with City Council. Staff anticipates having all of the 2018 codes adopted in October 2018.

Attachments: Update to Energy Code Presentation

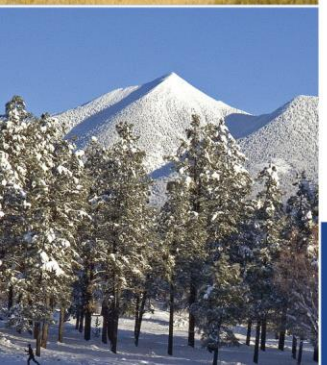


FAIR Item – Update of Energy Code

Amy Palmer – Building Official

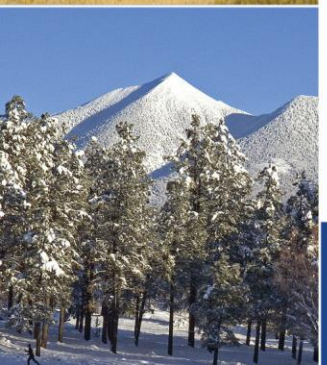
TEAM FLAGSTAFF

WE MAKE THE CITY BETTER



Background

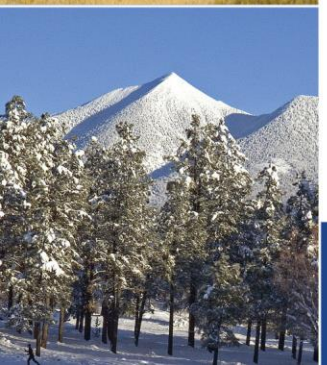
- The City of Flagstaff is on a 6 year code cycle where the last code adoption occurred in 2013.
- During the last code adoption cycle it was decided that the 2009 Energy Code would be adopted and not the 2012 version therefore leaving this code behind.



Moving Forward

Options for adopting a more current version of the Energy Code:

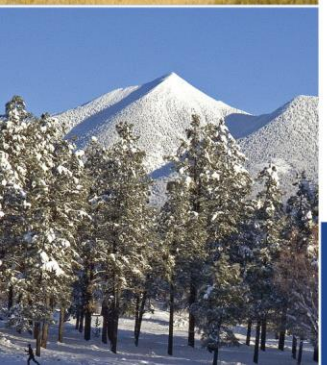
- Adopt the 2012 Energy Code with plans to adopt the 2018 suite of codes sometime in 2019.
- Adopt the 2018 Energy Code with plans to adopt the 2018 suite of codes sometime in 2019.
- Adopt the suite of 2018 codes in it's entirety.



Suite of Codes

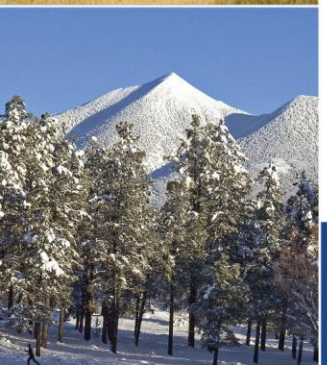
Why is it important to adopt the suite of codes in it's entirety?

- The suite of codes are designed to work together.
- Building codes often reference other codes within the same suite.
- Code sections are often renumbered or moved to a different part of the code which makes using different code editions difficult.



Code Adoption Partnership with Coconino County

- Information sharing has been taking place for several months regarding the code comparisons, proposed adoption timelines, and trainings.
- Consistency with the amended provisions of the adopted codes.



Proposed Building Code Adoption Timeline

- March 2018 — Gather data from Coconino County on code change analysis
- May 2018 — Meet with Building and Safety Advisory Board
- June 2018 — Begin Public Outreach
- July 2018 — Code Presentations
- August 2018 — Start City Council Adoption Process
- July – Sept. 2018 — Staff & Design Professional Code Trainings
- October 2018 — Implementation of 2018 Building Codes

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Betsy Emery, Open Space Specialist
Co-Submitter:	Stacey Brechler-Knaggs, Martin Ince
Date:	01/19/2018
Meeting Date:	02/26/2018

TITLE:

Presentation on Flagstaff Trails Initiative.

DESIRED OUTCOME:

This is an informational update.

EXECUTIVE SUMMARY:

In August of 2017, a collaboration of local agencies – the City of Flagstaff, Coconino County, Coconino National Forest, Flagstaff Area National Monuments, and Flagstaff Biking Organization – received a grant for planning assistance via the National Park Service Rivers, Trails, and Conservation Assistance Program to support a multi-agency regional trail planning process referred to as the Flagstaff Trails Initiative (FTI).

This agenda item is intended to introduce the FTI project and provide information about the process.

INFORMATION:

Trails and access to open space and the forest help make Flagstaff a better place to live and visit. They contribute to the quality of life, wellness, and economic development of our community by providing opportunities for residents and visitors to recreate within and experience our natural environment.

The City, Coconino National Forest, Coconino County, and Flagstaff Area National Monuments collectively manage more than 350 miles of non-motorized recreational and commuter trails, including FUTS and single-track trails, in the region. Flagstaff's trails receive a significant amount of use from residents and visitors and are one of our most prominent community assets. Unfortunately, there are relatively few dedicated resources available for trail construction, stewardship or maintenance.

Every regional plan for the Flagstaff area – including City, County, and National Forest plans – identify trails as an important community asset that should be enhanced. However, there has not been a holistic and strategic effort specifically to address trails planning for nearly 20 years. The FTI provides an inclusive process to assess Flagstaff's existing trail system and plan for improvements.

FTI is a collaborative, multi-jurisdictional recreational trail planning initiative that works with stakeholders and the public to improve the quality, connectivity, and support for an integrated,

regional trail system. The planning initiative will focus on strategies, actions, and implementation of projects to enhance the trail network; and help the project partners leverage future grants, funding opportunities, and volunteer work. A detailed description of the FTI project is provided in the attached summary.

A two-year process is anticipated, which means the project will be underway through 2019. The first extended stakeholder group meeting will be in late March, with opportunities for public involvement beginning this summer.

Attachments: RTCA Application_FlagTrailsInitiative
FTI Project Description
FTI Presentation PDF

Application for Community Assistance

The National Park Service Rivers, Trails and Conservation Assistance program supports successful partnerships with communities across America in achieving their conservation and outdoor recreation visions.

Please follow the application steps on our website and then submit this completed application along with a map of your project site, at least three letters of commitment, and any other supplementary information that helps us learn more about your project to your National Park Service Regional Program Manager by June 30.

Date: June 28, 2017 **Project Name:** Flagstaff Regional Trail Planning Initiative

Project Location Description (provide a location/site map): Flagstaff Regional Area (see map)

City and State: Flagstaff, Arizona

Congressional District(s) Number (s): 1

Applicant organization(s): City of Flagstaff

Primary Contact: Martin Ince **Title:** Multimodal Transportation Planner

Street Address: 211 West Aspen Avenue

City: Flagstaff **State:** Arizona **Zip Code:** 86001

Email: mince@flagstaffaz.gov **Daytime Phone:** 928.213.2685

Project Description:

1. Describe:

   a. Your vision and summary statement of the overall project goal

   The City of Flagstaff will be the lead agency to refine the scope and content of a regional trails plan that consolidates a variety of plans, ideas and concepts for trails into a single regional document across multiple land jurisdictions including City of Flagstaff, Coconino National Forest, Coconino County, National Park Service and private land owners. The vision is to convene stakeholders, policy makers, and elected officials together to build support for trails and initiate a Flagstaff Regional Trail Plan. The regional trail plan will establish priorities among trail projects and identify potential funding sources.

   b. Tangible outcomes of the project (i.e. recreational opportunities developed, plan creation, development of ideas and goals, miles, acres);

   The City of Flagstaff is requesting assistance from the RTCA program to facilitate a public participation process and garner community input and support for a regional trail plan. The public process would rely on a series of public meetings, mapping exercises, field trips and discussions to garner input from trail stakeholders. In addition, pertinent data would be compiled into an accessible format for public review and further public input – resulting in discussions to identify strategies for the future of trails in the Flagstaff region. Equally important will be the identification of potential funding sources including grants, non-profit contributions, and private/public partnerships; as well as volunteer opportunities to gain participation and implement actions.

   Project objectives in year one (FY2018) include:

   - **Gain an understanding of public demand and opportunities, and social and environmental issues related to trail use in the Flagstaff area.**
   - **Enhance public knowledge about local trails and environmental/social issues related to trails; and**
   - **Gain public participation to identify strategies, ideas and solutions to address these issues.**

Ultimately the public participation would result in a Flagstaff Regional Trail Plan that would:

- **Establish priorities among trail projects and identify potential funding sources.**
- **Protect existing and identify new public access points between the city and forest service land.**
- **Reflect trail transitions and interconnectivity from city trails to forest/NPS/county trails.**
- **Identify existing, planned, and potential future trail systems including trailheads – ensuring connectivity and determining future "build-out" of trails in the regional system.**
- **Identify trail hubs – staging areas for trail access around the perimeter of the city.**
- **Reflect trail and open space connectivity between regional open space – Buffalo Park, Fort Tuthill, Rogers Lake, Observatory Mesa, Picture Canyon, Walnut Canyon National Monument, etc.**
- **Reflect trail and open space connectivity between the city of Flagstaff and outlying communities – Doney Park, Fernwood-Timberline, Fort Valley, Bellemont, Kachina Village, and Mountainaire.**
- **Educate, inform and involve the community in trail stewardship.**
- **Identify methods to reduce trail user conflicts.**
- **Identify best management practices for trails in the different ecosystems in the Flagstaff region.**
- **Identify service groups and volunteer opportunities to enhance and maintain trails.**
- **Identify grant and other funding sources (private/public partnerships) to implement the trail plan.**

c. Project accomplishments to date;

A Flagstaff Regional Trails Coalition has been established for over a decade, comprised of representatives from the City of Flagstaff, Coconino County Parks and Recreation Department, National Park Service – Flagstaff Monuments, Coconino National Forest, Flagstaff Biking Organization, and Arizona Trail Association. This coalition meets quarterly to discuss/collaborate on trail planning efforts. For example, the 42-mile Flagstaff Loop Trail project was planned and completed as a result of this group's efforts (see link for additional info http://flagstaffbiking.org/mountain/loop-trail/).

In addition, several different trail related plans have been completed and/or are in the process of being completed in the Flagstaff region. This includes Flagstaff Urban Trails System plan, City of Flagstaff Open Space and Greenways Plan (1998), Doney Park Multimodal Study, Kachina Village Multimodal Study, Arizona Trail Comprehensive Management Plan, Coconino County Parks Master Plan, and the Coconino National Forest Land Management Plan (revision). One of the key aspects of this project is to consolidate these different plans, ideas, and concepts for trails into a single regional document.

d. Support: governmental/organizational support/recognition; endorsements from elected officials and boards, etc.;

The City of Flagstaff has established strong community support for this project as demonstrated by our Flagstaff Regional Trails Coalition and attached letters of support.

e. Community benefits that would result from implementing the proposed project (i.e. recreational opportunities in areas with little to no recreational access);

There is tremendous enthusiasm for a Flagstaff Regional Trails Plan that would identify the current trail systems and propose future sustainable trail systems, protect public access points, provide greater trail interconnectivity between different land jurisdictions and between the city and outlying communities, and prioritize trail projects and identify potential funding sources including grants and private/public partnerships. This effort will improve recreational experiences for residents and visitors with the associated quality of life and economic benefit to the region.

f. Geographic location of your project and characteristics of that location (rural, coastal, wetland, urban, specific areas within a city or county, etc.);

The geographic location of the project includes the Flagstaff Metropolitan Planning Organization boundary as well as any connectivity to regional trails such as the Arizona National Scenic Trail. This includes a diverse landscape with numerous jurisdictions that include both a rural and urban character. A map showing the proposed project area is attached.

g. Important demographic characteristics of your project area that will benefit or be impacted with creation and/or addition of recreational opportunities.

The demographics are rich and diverse, from trailer parks to million dollar homes. In addition, Northern Arizona University is located in Flagstaff with a student population over 25,000. The benefits of trails are numerous. Trails impact our economy through tourism, events, urban redevelopment, community improvement, property values, health care costs, outdoor retail jobs/investments, and general consumer spending.

Applicant and Partner Roles:

2. a. Describe your role and the level of commitment/services your organization can provide to the project.

City of Flagstaff staff and other key partners will provide overall project management and coordination with RTCA staff, including providing meeting space, input into meeting agenda development, minutes of meetings, GIS and other trail related information/data and communication with stakeholders. City of Flagstaff staff and other key partners are 100% committed to this project and look forward to working with the RTCA staff to initiate a Flagstaff Regional Trail Plan.

b. List the key partners involved with the project. Briefly summarize the existing or anticipated role and contribution of each partner. Key partners include:

- **USDA Forest Service – Coconino National Forest, Flagstaff Ranger District. Anticipated role and contribution to the project includes in-kind contributions, participation of Forest personnel in meetings, availability and use of trail data including GIS information, and provide assistance with development of the regional trail plan.**
- **Coconino County Parks and Recreation Department. Anticipated role and contribution to the project includes in-kind contributions, participation of County personnel in meetings, and provide assistance with development of the regional trail plan.**
- **National Park Service, Flagstaff Area Monuments. Anticipated role and contribution to the project includes participation in meetings and assistance with trail planning as it relates to connectivity to NPS national monuments within the planning boundary.**
- **Flagstaff Biking Organization (FBO). Anticipated role and contribution to the project includes in-kind contributions, participation of FBO personnel in meetings, and provide assistance with development of the regional trail plan.**

c. Please include commitment letters from each partner listed in the application. Commitment letters should note the partner's support, list their anticipated project role, expected contribution(s), and responsibilities in the project.

Included in this package are letters of support from the key partners listed above as well other organizations in the Flagstaff community supportive of this project.

Public Support:

3. a. Describe the level of public support to date, and any plans for future public outreach, participation, and community inclusion.

b. Provide letters of support from three stakeholders.

Letters of support are included from the following:

1. **City of Flagstaff**
2. **Coconino County Board of Supervisors**
3. **Coconino National Forest, Flagstaff Ranger District**

4. **National Park Service, Flagstaff Area National Monuments**
5. **Flagstaff Biking Organization**
6. **City of Flagstaff Open Spaces Commission**
7. **City of Flagstaff Pedestrian Advisory Committee**
8. **Coconino Trail Riders**
9. **Northern Arizona Trail Runners Association**
10. **Arizona High School Cycling League**

National Park Service Assistance:

4. a. What are the major challenges and overall needs of the project?

As mentioned in the Project Description (page 2, 1-C), a regional trails coalition, comprised of the primary land authorities in the Flagstaff region, has been convening for many years. However, part of the challenge with multiple and overlapping jurisdictions is diverse missions, different trail design standards, and varied public outreach involvement approaches. In addition, there have been many different planning efforts occurring in the Flagstaff area that affect trail management (as referenced on page 2, 1-C). This can be overwhelming for community members. Furthermore, with growing populations, diverse trail interests, and evolving technology – there is greater demand for trail use that warrants a regional trail plan. Thus, the overall need for the project is to engage the community of Flagstaff to develop a regional trail plan that overlaps multiple jurisdictions.

b. What type of assistance are you seeking from National Park Service staff? Please include a short description of the specific project need(s) for each of the boxes checked. Prioritize the project's top needs in the description.

We are seeking expertise from National Park Service staff that includes knowledge, experience and abilities related to trail system planning; public involvement; natural resource management; facilitation; networking; public land management and policy administration. The primary area of assistance requested by the National Park Service staff is public process facilitation to develop and achieve desired outcomes. Stakeholders and agencies are seeking a neutral and experienced moderator to develop and implement a process that will gain stakeholder involvement and identify the opportunities and constraints for a regional trail plan. Our request is for technical assistance from an RTCA staff person to:

- **Assist with the development of a public participation plan;**
- **Implement the plan through a series of public meetings;**
- **Ensure that meeting results are complete and documented;**
- **Assist with gathering, organizing, and formulating the information for public review and comments;**
- **Help clarify key requests and issues presented by participants;**
- **Facilitate discussions to identify "next steps", priority actions, and strategies.**

We see this process being an integrated and unified step towards initiating a Flagstaff Regional Trail Plan.

☒ Defining project vision and goals **Priority #1: The primary goal for the City of Flagstaff and our key partners is to generate a regional trail plan for the Flagstaff area. However, clearly defining the "path" to achieving that goal in an efficient and effective manner has yet to be clearly "charted". Thus, a first step, that would be most beneficial, is for an RTCA staff to facilitate discussions with the key partners to: (1) clearly define the project's vision/goals, and (2) outline a strategy to achieve those objectives.**

☒ Assessing and engaging partners and stakeholders **Priority #2: Assist with the development and implementation of a public participation plan to garner community involvement with this project.**

☒ Designing community outreach and participation strategies **Priority #3: Similar to priority #2, RTCA staff would assist with designing community outreach tactics and public participation for this project.**

☒ Identifying funding sources **Priority #4: Identifying funding sources is a key element of the Flagstaff Regional Trail Plan. This would include determining potential grants, private/public partnerships, donations, and trail volunteer/partnership opportunities. Many of these funding sources are currently**

being utilized in the Flagstaff region; however, having the expertise of an RTCA staff to review, discuss and determine other potential funding opportunities would be extremely valuable.

☒ Planning (trail, park, open space, greenway, etc.) **Priority #5: RTCA will assist with developing the "framework" of a regional trail plan for the Flagstaff area based on community and stakeholder involvement.**

☐ Other

5. Describe how your project advances one or more key National Park Service strategic initiatives. Projects that contribute to one or more of these strategic initiatives are given emphasis in the project selection process.

   a. Builds partnerships with health and wellness organizations to promote healthy parks and healthy people;

This project includes a letter of support from Northern Arizona Trail Runners Association (NATRA) which was founded in 2001. NATRA's mission is to promote trail running in Northern Arizona to folks of all abilities. They organize group runs of 5 to 8 miles at various trails on Saturday mornings. Also, NATRA promotes multiple trail running events called the Flagstaff Summer Series. These trail running events include a variety of opportunities for competitive runners, non-competitive runners, students, and youth events – kids' fun runs. See link for additional NATRA information www.natra.org. Additionally, there are many other running, hiking, biking events on trails in the Flagstaff region that promote health and wellness. One of the objectives with the regional trail plan is to identify additional opportunities for such events and to best utilize existing infrastructure for staging these types of events. For example, Fort Tuthill County Park has paved access, parking lots, restrooms, ramadas, utilities, etc. Using this site as a staging area for trail events that occur on the adjacent national forest reflects a great partnership between the two agencies, reduces impacts on the landscape, and promotes healthy parks and healthy people.

   b. Engages youth or youth organizations to promote close-to-home resource conservation, stewardship, and outdoor recreation opportunities;

Similar to information referenced above, there are many trail related events in the Flagstaff area that engage youth and promote land management stewardship. For example, one of our letters of support is from the Arizona High School Interscholastic Cycling League (AICL). They are part of a national affiliation whose mission is to get more kids on bikes for training, racing, and most importantly – connecting kids with the environment through a healthy-lifestyle choice that mountain biking invokes.

   c. Develops and/or improves local connections to parks, rivers, trails, and greenways within urban areas;

One of the key objectives with this project is trail connectivity throughout the Flagstaff region between the varied land jurisdictions – including City of Flagstaff, Coconino National Forest, Coconino County, and NPS - Flagstaff National Monuments. This includes trail connectivity as well as open-space or greenways. Also, another key component of this project is public access – reviewing existing right-of-ways and strategically identifying future access points onto public lands, especially with current and planned development on city land adjacent to Forest Service land.

   d. Improves public access to National Park Service sites by enhancing connections to local communities;

Flagstaff is fortunate to have three NPS national monuments in close proximity – including Walnut Canyon, Sunset Crater, and Wupatki. One of our letters of support, from the NPS Superintendent of these three monuments, mentions the benefit of this project as it relates to planned connectivity to the monuments. This will be a great opportunity because local NPS officials have received several recommendations for trail connections to the monuments.

e. Advances the conservation and stewardship of natural landscapes;

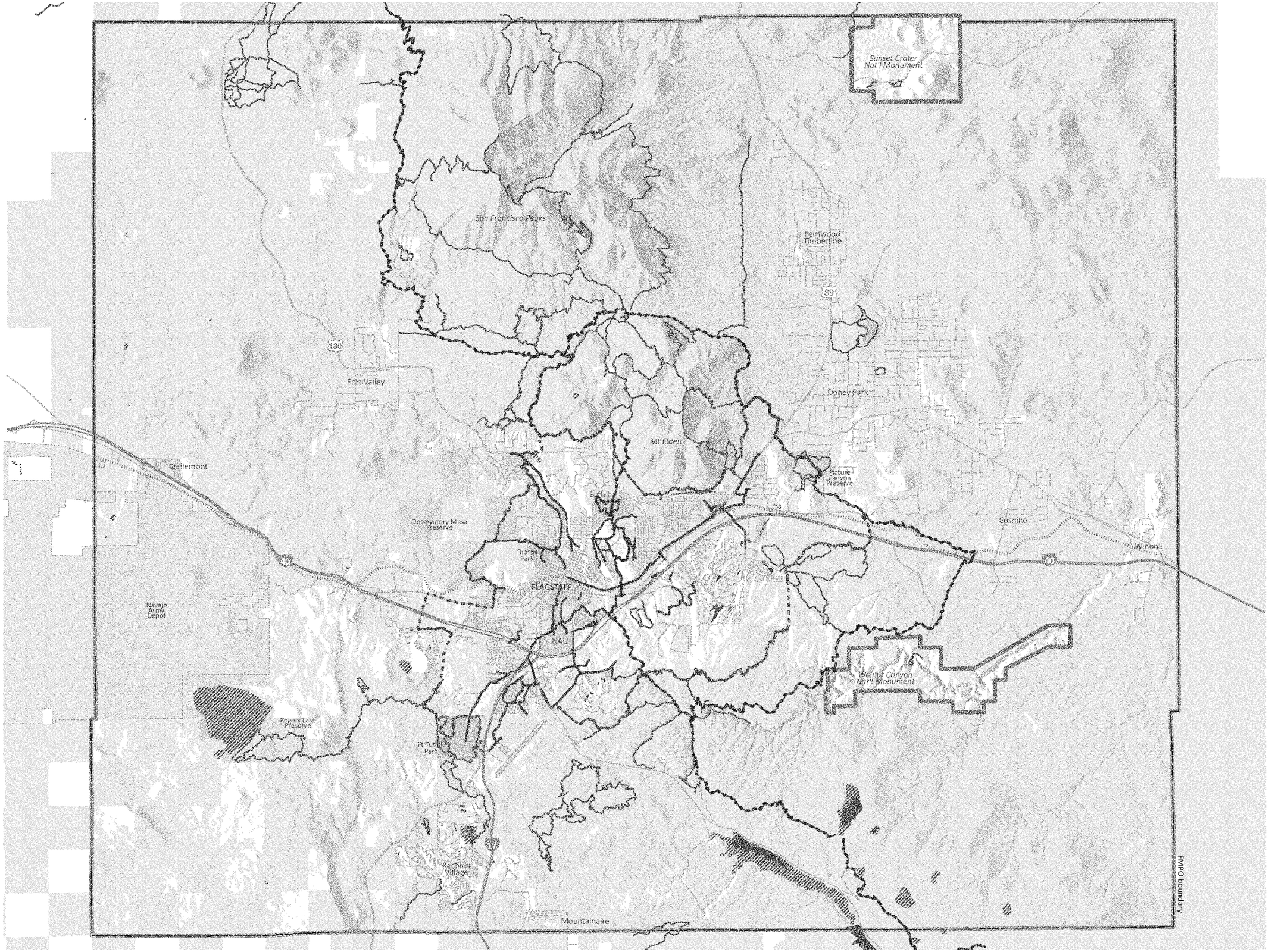
A Flagstaff Regional Trail plan will advance conservation and stewardship of the natural landscape by highlighting the importance of protecting our natural resources for current and future generations. This includes constructing and maintaining trails with the latest sustainable trail construction standards – resulting in less cross-country travel that can negatively impact the natural landscape.

f. Expands public access to water resources, such as water trails, portages, and adjacent recreational opportunities.

As mentioned, one of the key objectives with this project is to ensure public access to public lands – especially in the urban interface, between the City of Flagstaff and forest service land. This includes trail connectivity to open spaces, city and county parks, and outlying communities.

Map

Flagstaff area trails



Singletrack trail

FUTS trail

FlagstaffLoop Trail

Arizona Trail

3

Miles

City of Flagstaff
June 2017

City of Flagstaff

June 26, 2017

Adam Milnor, Community Planner
Rivers, Trails, and Conservation Assistance Program
National Park Service
255 North Commerce Park Loop
Tucson, Arizona 85745

Mr. Milnor,

The City of Flagstaff wishes to express its support for a multi-agency application to the NPS Rivers, Trails and Conservation Assistance program grant for a regional trails planning effort for the Flagstaff region.

We anticipate that the City can play a significant role in this planning process, and can make the following contributions:

- Serve as the primary applicant on behalf of the other partners, and take the lead in administering and managing the grant with the National Park Service
- Provide staff support and technical expertise for the planning process through the City's comprehensive planning manager, multi-modal planner, and grants and contracts manager
- Coordinate geographic information system (GIS) support, data collection and storage, analyses, and mapping services for the project
- Provide logistical support including meeting rooms, public notifications and posting, printing and plotting
- Assist with public engagement, in particular with outreach to minority and low income neighborhoods that are not always represented in public processes
- Facilitate internal review and engagement for other City staff as well as relevant City boards and commissions
- Generally be an active and engaged member of the multi-agency partnership.

The City recognizes a variety of benefits of a regional trails planning process, including strengthening connections between the FUTS and trails in the surrounding National Forest and

County lands, protecting access to open space, expanding transportation options to surrounding communities and regional open space, promoting regional cooperation in trails planning and construction, and enhancing the Flagstaff region as a world-class destination for hiking, mountain biking, and outdoor activities.

Thank you for the opportunity to provide this letter of support. Please do not hesitate to contact us of you have any questions or need additional information.

Sincerely,

Josh Copley
City Manager

COCONINO
COUNTY ARIZONA
BOARD OF SUPERVISORS

Art Babbott
District 1

Elizabeth C. Archuleta
District 2

Matt Ryan
District 3

Jim Parks
District 4

Lena Fowler
District 5

June 13, 2017

Rivers, Trails and Conservation Assistance Program
Adam Milnor, Community Planner
255 N. Commerce Park Loop
Tucson, AZ 85745

Re: Support Letter for the City of Flagstaff Application for Funds

Dear Mr. Milnor;

I am writing on behalf of the Coconino County Board of Supervisors in support of the City of Flagstaff's application for funds from the Rivers, Trails and Conservation Assistance Program. If granted, these funds would be used for facilitation assistance in drafting a Flagstaff Area Trails Plan.

This trails planning initiative will be instrumental in gaining public input on how Flagstaff area agencies should prioritize planning for site-specific trails. This effort will also be vital in helping different agencies within our community connect their various plans on the ground.

Flagstaff and its surrounding communities highly value outdoor recreation and trails. We expect great public participation with the Flagstaff Area Trails Plan and look forward to seeing the results of this input incorporated into the Flagstaff Area Open Spaces and Greenways Plan, the Flagstaff Regional Plan and our own soon to be developed Coconino County Parks and Recreation Master Plan.

We support the City of Flagstaff's effort to bring the community together in this effort. Thank you for your consideration.

Sincerely,

Elizabeth Archuleta
Coconino County Board of Supervisors, Chair

219 East Cherry Avenue, Flagstaff, AZ 86001-4695 | Phone: 928.679.7144 | 800.790.1990 | Fax 928.679.7171 | coconino.az.gov

United States Department of Agriculture
Forest Service
Flagstaff Ranger District
5075 N. Highway 89
Flagstaff, AZ 86004-2852
Phone: (928) 526-0866
Fax: (928) 527-8288

File Code: 2350
Date: June 28, 2017

Rivers Trails and Conservation Assistance Program
Adam Milnor, Community Planner
255 N. Commerce Park Loop
Tucson, AZ 85745

Dear Mr. Milnor,

The Coconino National Forest is pleased to support the RTCA assistance proposal submitted by the City of Flagstaff for a Flagstaff Regional Trail Planning Initiative. The Flagstaff region is fortunate to have many miles of trails on different land jurisdictions. This includes the Flagstaff Urban Trail System (FUTS), Coconino County trails at Fort Tuthill and Rogers Lake, and Forest Service trail systems such as Mt. Elden / Dry Lake Hills, Campbell Mesa, Kelly Trail System, Ft. Valley Trail System, and Kachina Peaks Wilderness. In addition, these trails connect to several city and county parks, as well open spaces, throughout the Flagstaff area and there are opportunities to improve that connectivity.

For several years there has been a Flagstaff regional trails coalition comprised of personnel from City, County, NPS, USFS, and non-profit groups (Flagstaff Biking Organization and Arizona Trail Association). This group meets quarterly to discuss trail management on their respective jurisdiction. This type of collaboration has been helpful for interagency collaboration and planning. However, these various agencies have different trail plans and related documents and currently there is no consolidated regional trail plan or document that captures these individual efforts. Additionally, trail funding is an ongoing challenge for the Forest Service and other agencies. As I understand it, the regional trail plan will identify different funding sources including grants, private/public partnerships, and additional volunteer/partnership opportunities.

To address these and other issues, I am excited about a regional trail plan that encompasses the different land jurisdictions. Such a comprehensive plan will be valuable for current and future trail management in the Flagstaff area. Please contact Brian Poturalski, Recreation Program Manager, if you have any questions or require additional information. You can reach him by phone at (928) 527-8226 or email bpoturalski@fs.fed.us .

Sincerely,

For Mike Elson
District Ranger

United States Department of the Interior

NATIONAL PARK SERVICE
FLAGSTAFF AREA NATIONAL MONUMENTS
6400 N Highway 89
Flagstaff, AZ 86004

IN REPLY REFER TO

June 13, 2017

Memorandum

To: Alan Ragins, Regional Program Manager, RTCA

From: Kayci Cook Collins, Superintendent, FLAG Kayci Cook Collins

Subject: Letter of support for the Flagstaff Regional Trails Planning Initiative

I am writing to express support for the RTCA assistance proposal submitted by the USDA Forest Service for the Flagstaff Regional Trail Planning Initiative. The area in and around the City of Flagstaff has many miles of trails used by thousands of people each day. The trail systems here are greatly valued by community residents as well as out-of-town visitors. There is a good degree of connectivity for some of these trail networks, but much could be done to improve connectivity and encourage use by a broader range of recreationists.

The Flagstaff community is blessed with a very active and collaborative set of agencies and organizations focused on healthy recreation. Various jurisdictions have developed trail plans and related documents, but no consolidated regional plan or document exists that captures all of these individual efforts. The Flagstaff Regional Trails Planning Initiative, if selected for RTCA assistance, would take great advantage of the converging interests and energy of the agencies, organizations and trail constituencies to create a more integrated approach to developing, managing and supporting a comprehensive trail system in and around Flagstaff.

The Flagstaff Area National Monuments (Walnut Canyon, Sunset Crater Volcano, and Wupatki) would benefit from planned connectivity with other existing trails in the adjacent Coconino National Forest and other land jurisdictions. We frequently receive recommendations for through connections to the monuments. It would be great to consider this in the broader context of an integrated trail system for the Flagstaff region.

There is already so much completed effort toward the goals of this proposal that assistance from RTCA would serve as new spark plug for a vehicle that already exists and runs well but could easily function at a higher performance level! I believe that the scope of this proposal is appropriate and that success is easily achievable, given my experience with other collaborative efforts with the City of Flagstaff, Coconino National Forest, and Coconino County. Please let me know if you have any questions or require additional information to help evaluate this proposal. I can be reached at (928) 526 – 1157.

cc: Brian Poturalski, Recreation and Wilderness Staff Officer, USDA Forest Service

Flagstaff Biking Organization
PO Box 23851
Flagstaff, AZ 86002
info@flagstaffbiking.org

June 14, 2017

Rivers, Trails and Conservation Assistance Program
Adam Milnor, Community Planner
255 N. Commerce Park Loop
Tucson, AZ 85745

Dear Mr. Milnor-

We are writing to wholeheartedly support the City Of Flagstaff's RTCA grant application.

Flagstaff Biking Organization (FBO) is a group of cyclists who came together to "promote bicycling as a safe and attractive means of transportation and recreation in Northern Arizona." Our initial project was to put on a Bike to Work Week for our community in May 2002. Building on the success we started to expand our efforts to keep people informed of cycling related issues and galvanize support for better and safer facilities, trails, and trail access. Currently we have well over 200 paid members and represent the interests of Flagstaff's thousands of cyclists. Please see http://flagstaffbiking.org/about-fbo/ for more information.

We have more than a decade of partnership with the City of Flagstaff, Coconino County and the Flagstaff Ranger District of the Coconino National Forest in assistance with planning, construction and maintenance of trails throughout the area. We are signatories to a Memorandum of Understanding with these agencies specifically to affect these goals. (http://flagstaffbiking.org/wp-content/uploads/2013/01/MOUFBOCNFCCCOF.pdf) We have successfully helped to complete several trails projects with the Flagstaff Loop Trail being the cornerstone of our relationship with our local governments. (http://flagstaffbiking.org/mountain/loop-trail/) We partner in hosting volunteer trail events every year with the Flagstaff Ranger District and Coconino County Parks and Recreation, we are building and gifting the Fort Tuthill Bike Park to Coconino County, and have many other ongoing trail and bike advocacy efforts in play with these agencies.

Our city and its surrounding open spaces are much in need of a master planning effort. There are many planning initiatives in the pipeline, many ideas for trails or systems being discussed, and many other plans being implemented or amended. While these efforts are not strictly separated into "silos" without any coordination, it is time for public input and inter-agency coordination to be formalized at a higher level.

We know that the RTCA program and the tools that it offers will be a perfect fit for this effort.

Thank you for your consideration!

Sincerely,

for the Board of Flagstaff Biking Organization

City of Flagstaff
Open Spaces Commission

June 26th, 2017

Adam Milnor, Community Planner
Rivers, Trails, and Conservation Assistance Program
National Park Service
255 North Commerce Park Loop
Tucson, Arizona 85745

Mr. Milnor,

The City of Flagstaff Open Spaces Commission would like to express its support for the Flagstaff region's application for a Rivers, Trails, and Conservation Assistance grant for a regional trails planning effort.

The Open Spaces Commission was established in 2003 to serve as an advisory body for the acquisition and management of open space in the city of Flagstaff. In 2015, the Commission completed its Strategic Plan, which recognizes the value of connecting our regional system of natural areas via a robust trail network and acknowledges the importance of engaging the community.

We look forward to participating in the planning process for regional trails. Thank you for the opportunity to express our support.

Sincerely,

Bryan Burton, Chair
Open Spaces Commission

City of Flagstaff

June 29, 2017

Adam Milnor, Community Planner
Rivers, Trails, and Conservation Assistance Program
National Park Service
255 North Commerce Park Loop
Tucson, Arizona 85745

Mr. Milnor,

At its regular meeting of June 8, 2017, the City of Flagstaff's Pedestrian Advisory Committee approved a motion to express its support for a multi-agency application to the NPS Rivers, Trails and Conservation Assistance program grant for a regional trails planning effort for the Flagstaff region.

The Pedestrian Advisory Committee is a group of seven citizens who are appointed by and report to the City's Transportation Commission on issues related to planning for and accommodation of pedestrians. Planning for the City's FUTS trail system and improving pedestrian accommodation throughout the community are among the issues we review and discuss. A regional trails plan would be a useful framework to strengthen connections between FUTS trails and regional trails and to enhance pedestrian access to parks, open space, and regional trails.

Thank you for the opportunity to provide this letter of support, and we look forward to being part of the planning process.

Sincerely,

Brandon Cruickshank, Chair
Pedestrian Advisory Committee

Coconino Trail Riders
Coconino Trail Riders
P.O. Box 81
Flagstaff, AZ 86002-0081
elpresidentectr@gmail.com

June 15, 2017

Rivers, Trails and Conservation Assistance Program
Adam Milnor, Community Planner
255 N. Commerce Park Loop
Tucson, AZ 85745

Letter of Support for for the Coconino Trail Riders regarding the City of Flagstaff Application for National Park Service RTCA Assistance

Dear Mr. Milnor,

The Coconino Trail Riders (CTR) is a group of motorcycle single-track enthusiasts. Our organization was formally incorporated in order to have a voice in the "Five Forest Plan" to manage motorized use, and now motorized trails planning on public lands. We are actively engaged with the Flagstaff District through our Sponsored Volunteer Agreement to construct and maintain trail. Although our focus is definitely motorized single-track trail, we have assisted in the construction of non-motorized trails on several National Trails Day events. Many of our members have a history of involvement with comment and participation in trails management on this Forest going back over 30 years.

CTR members visit the Coconino National Forest for motorized recreation, mountain biking, hiking, backpacking, sightseeing, photography, rock hounding, hunting, fishing, wildlife and nature study, camping and other similar pursuits. Our members and supporters use trails in the Flagstaff area on motorcycles, bicycles and foot frequently.

We are excited to see an area wide trails planning initiative take shape! We have been advocating for years for replacement of the many miles of motorized single-track that was lost as a result of the implementation of the National Travel Management Rule. Although we have had some success with the Kelly Motorized Trails decision and implementation, we still see the need for some motion on the Highway 180 Corridor Project, which has been on-hold on the Coconino National Forest Schedule of Proposed Actions for several years. We see value in incorporating our input on this project and others into an area wide plan that recognizes the value to all users that a well-designed motorized trail can provide.

Additionally, since so many of our members hike, ride mountain bikes, commute to work on foot or by bicycle, and ride horseback, we are excited for the other trail system enhancements that an area-wide trails plan would provide.

Thank you for considering our input on this worthy effort!

Sincerely,

Kenny Schipper
President
Coconino Trail Riders

www NATRA.org
Northern Arizona Trail Runners

To the staff of the National Park Service Rivers, Trail and Conservation Assistance Program-

We are writing in support of the City of Flagstaff's grant application for facilitation of the development of a Flagstaff area trails plan.

The Northern Arizona Trail Runners hosts weekly informal trail runs and several running events on the trails in and around Flagstaff. Our members are avid trail users and span a wide range of ages and abilities.

We are excited for the results that such a planning effort would bring! Connecting the Flagstaff Urban Trail System, County and Forest Service trails in a more succinct and coordinated way will benefit the citizens of Flagstaff and Coconino County greatly.

We look forward to participating with our input on this process as it develops.

Thank you for your consideration-

Neil Weintraub
Director
Northern Arizona Trail Runners Association

Arizona High School Cycling League
10115 East Bell Road
Suite 107 #210
Scottsdale, AZ 85260
arizonamtb.org

League Staff

Mike Perry
Executive Director

Robert Peoples
Chief Course Marshal

Sabrina Peoples
Registration Manager

John Shumaker
Race Director

Chris Stewart
Operations Director

Les Stukenberg
Volunteer Coordinator

Sheri Wallace
Chief Race Referee

Cody Worrell
Chief Course Setter

Mike Worrell
Chief of Scoring

League Board

Tim Louis
Chairman

Mike Perry
President

Regina Jefferies
Secretary

Daniel Hutto
Treasurer

John Shumaker

Chris Stewart

June 16, 2017

To the staff of the National Park Service RTCA Program,

I am writing on behalf of the Arizona Interscholastic Cycling League (AICL) in support of the City of Flagstaff's grant application for the development of a Flagstaff area trails plan.

The AICL is an affiliate league of the National Interscholastic Cycling Association (NICA). NICA and its member leagues develop interscholastic mountain biking programs for student-athletes across the United States.

Integral to the success of our goal of getting more kids on bikes is the existence of well-developed trail systems for training, racing and, more importantly, generally connecting kids with the environment through the healthy-lifestyle choice that mountain biking provides.

As a specific example, we hope to see a stacked-loop system of trails, as called for in the Fort Tuthill Master Plan, incorporated and prioritized into this plan as this would facilitate a better experience for the AICL series races that we host at Fort Tuthill currently.

We look forward to participating with our input on this process as it develops.

Thanks for your consideration.

Mike Perry

Mike Perry
Executive Director
mike@arizonamtb.org

Flagstaff Trail Initiative (or other name..)

Project Purpose

The purpose of this project is to develop and implement a collaborative, cross-jurisdictional strategy for recreational trails in the Flagstaff region of Coconino County, Arizona. This effort seeks to improve the quality, connectivity and community support for a sustainable trail system that balances the demand for recreation with the community's vision for conservation, development, and health.

"Every doorstep is a trailhead" – Jack Welch

Preliminary Goals

- Translate higher level, regional planning efforts and visions into on-the-ground projects and improvements through a coordinated, collaborative approach
- Consolidate a variety of trail plans, proposals and concepts into a single regional document;
- Address the current and future demand for non-motorized and motorized trail activities through improvements to trail sustainability, trail information and development of additional trail opportunities;
- Gather stakeholders, policy makers and elected officials to build support for trails in the region;
- Improve integration between Flagstaff and the Flagstaff Urban Trails System (FUTS), regional open space and outlying Coconino County communities;
- Identify trail hubs, staging areas and less formal public access points around the perimeter of Flagstaff and other communities;
- Integrate trail planning and management with tourism and economic goals;
- Better understand the public demand for and trends related to recreational trails;
- Educate, inform and involve the community in trail stewardship;
- Enhance public knowledge about local trails and environmental and social factors (such as user conflict);
- Improve the financial sustainability of trail-related activity throughout the Flagstaff area;
- Balance trail development and management with community conservation and natural resource goals with an emphasis on restoration;
- Evaluate ways to accommodate trail-related organized use and events

DRAFT

Outcomes

- A regional strategy and action plan;
- A conceptual-level regional map of existing and proposed trails and trail systems;
- Identification of gaps in the current trail network and potential additions;
- Established priorities among trail projects and identified funding sources or other resources for their completion;

- Public workshops, meetings and other educational forums to increase citizen understanding and participation.

Scope

This project will focus on recreational trails and related access points within the boundary of the Flagstaff Metropolitan Planning Organization, with the inclusion of connections to communities beyond FMPO boundaries. This effort will be related to, but not encompass, the Master Plan for the Flagstaff Urban Trail System.

Initiating Partners

City of Flagstaff

US Forest Service, Coconino National Forest

Flagstaff Biking Organization

Coconino County

Arizona Trail Association

National Park Service – Flagstaff Area Monuments

Additional Partners

Conservation Interests

Tribal Members

Trail users and residents

Elected officials and community leaders

Health providers

Local economic, tourism and business organizations or interests

Community improvement organizations

Youth engagement organizations

Proposed Timeline

September 2017

- Project was awarded technical assistance from the National Park Service Rivers, Trails and Conservation Assistance program with support from Southwest Decision Resources;

October 2017 – December 2017

- Initial team meetings to establish initial project purpose, scope and process;

Early 2018

- Working group formation and initial meetings;

Spring/Summer 2018

- Public engagement, outreach and strategy development.

DRAFT

TEAM FLAGSTAFF

Flagstaff Trails Initiative

- Betsy Emery, Open Space Specialist
- Stacey Brechler-Knaggs, Grants and Contracts Manager
- Martin Ince, Multi-Modal Transportation Planner

FLAGSTAFF TRAILS INITIATIVE

What is the Flagstaff Trails Initiative (FTI)?

- A collaborative, multi-jurisdictional recreational trail planning initiative
- Funded via National Park Service Rivers, Trails and Conservation Assistance Program
- Engage trail managers, users, community groups, and the public in planning process

Flagstaff Trail Information

- Diverse trail benefits to Flagstaff residents, visitors, businesses
- Multiple agencies managing recreational trail systems
- 350 miles of trails within Flagstaff

FLAGSTAFF TRAILS INITIATIVE

What are the Goals of FTI?

- Develop a Flagstaff Regional Trail Plan
  - Consolidate existing plans and documents
  - Plan and prioritize projects to improve Flagstaff's trails
- Build support for trails

FLAGSTAFF TRAILS INITIATIVE

Core Group

- City of Flagstaff
- Coconino County
- Coconino National Forest
- National Park Service, Flagstaff Area Monuments
- Flagstaff Biking Organization
- and more!

**Will require a Master Participating Agreement to work together

Stakeholder Group

- Arizona Trail Association
- Northern Arizona Trail Runners
- Friends of the Rio de Flag
- Arizona Game and Fish Department
- Local Outdoor Businesses
- and more!

Thank you.

Questions?

www.flagstafftrailsinitiative.org

FLAGSTAFF TRAILS INITIATIVE

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Nicole Woodman, Sustainability Manager

Co-Submitter: David McIntire, Community Investment Director

Date: 02/19/2018

Meeting Date: 02/26/2018

TITLE:

Presentation on Bike Share Pilot Program

DESIRED OUTCOME:

This is an informational update regarding a pilot bike share program in Flagstaff.

EXECUTIVE SUMMARY:

The first generation of bike share programs were typically a private public partnership that were subsidized by public entities. These programs were costly due to expensive docking stations, where the bicycles were returned to and parked at the end of each trip. Technological advancement and reduced infrastructure costs have enabled “dockless” bike share programs. The new model, where private companies no longer must rely on public investment, distributes bikes around a city or campus to be rented per trip via smartphone apps instead of dispensing them through docking stations.

One such company, Spin, is intending to bring their business to Flagstaff. They have been working with City staff to identify a formal process that works to establish a pilot program for this type of use in our community. An initial hurdle is the use of the City’s rights-of-way (ROW), which has been determined not consistent with any existing City permit. Staff recommend that initially the City enter into an exclusive license agreement for a six-month pilot program where-in Spin would responsible for all facets of the program. Specific requirements of the agreement are related to liability, bicycle standards, placement / relocation of bicycles, ADA access to public ROW, and data collection and sharing, among other things. During this time staff will solicit input from Flagstaff residents and businesses to determine if this model is beneficial for Flagstaff.

After the pilot period, the City could continue to license vendors or could decide to create a formal permit process through code amendments as determined most beneficial.

INFORMATION:

<u>Council Goals:</u>
Take meaningful climate change action
Economic development
Transportation
Parking Management

Attachments: Bike SHare License Pilot Program License Agreement
Bike Share Pilot Program Presentation
Bike Share Pilot Program CCR
Spin Overview

PILOT LICENSE AGREEMENT

Stationless Bicycle Share Services Pilot Program

This Stationless Bicycle Share Services Pilot Program License ("License") is made this _____ day of _____ 20___, by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City") and Skinny Labs, Inc., a Delaware corporation dba Spin ("Licensee"). The City and Licensee are each individually referred to as a "Party," and collectively, the "Parties."

Recitals

A. A goal of the City is to provide safe and affordable multimodal transportation options to all residents, reduce traffic congestion, and maximize carbon-free mobility;

B. Bicycle share services are a component to help the City achieve its transportation goals, and the City desires to make stationless bicycle share services available to residents and those who work in the City;

C. Licensee proposes to operate a stationless bicycle share services pilot program within the City;

D. Licensee will abide by all City ordinances and rules, now, existing or as amended in the future governing the use of the public right-of-way to efficiently and effectively provide stationless bicycle share services; and

E. Licensee possesses GPS, cell connectivity, and self-locking technology in its bicycles such that its bicycles may be locked and unlocked by users with a software application and tracked to provide for operations and maintenance ("Bicycle Fleet").

In consideration of the mutual covenants and representations set forth herein, the City and Licensee hereby agree as follows:

Terms

1. Definitions.

   Furnishing Zone refers to "the portion of the sidewalk nearest to the curb used for street trees, transit stops, street lights, benches, trash containers, bike racks or other street furnishings or equipment," as defined in the Flagstaff City Code Section 10-80.20.060.

   Improperly parked for purposes of this License refers to bicycles that are not parked in the ROW in an upright and safe position. For example, bicycles laying in the middle of the sidewalk.

   Right of Way ("ROW") refers to "[t]he strip of land dedicated to public use for pedestrian and vehicular movement … that is (sic) publically owned … for the right-of-way purposes benefiting the general public," as defined by Flagstaff City Code Section 10-80.20.180. ROW does not include state roads managed by the Arizona Department of Transportation (Highway 89/Milton Road, Highway 180/Fort Valley Road, and Route 66). City ROW does

not include Northern Arizona University ("NAU") campus roads owned and maintained by the Arizona Board of Regents/NAU.

Sidewalk means "that portion of the public way between the curb lines of the roadway and the adjacent property lines intended for use by pedestrians," as defined in Flagstaff City Code Section 8-03-002-0001(M).

2. License to Use ROW.

    a. The City hereby issues Licensee an exclusive license to use the ROW subject to the terms and conditions of this License. There will be no license fee charged to Licensee to use the ROW.

    b. Licensee agrees that the City is not responsible for educating customers regarding helmet requirements and other laws. Neither is the City responsible for educating customers on how to ride or operate a bicycle.

3. Customer Safety Agreement. Licensee will require that customers read and "accept" the Customer Safety Agreement in its software app as a condition of renting a bicycle from Licensee. The Customer Safety Agreement is attached hereto as *Exhibit A*. Licensee is responsible for the Customer's compliance with the Customer Safety Agreement.

4. Operations.

    a. Licensee shall maintain a business office within the City limits at the local address of _____.

    b. The direct contact phone number for Licensee is _____. Additional contact phone numbers for Licensee are _____.

    c. Between the hours of 6 am and 6 pm Monday through Friday, Licensee shall respond to a City-initiated request to relocate a bicycle within one (1) hour. Licensee shall respond to any bicycle parking concerns within two (2) hours of a public-initiated request. Licensee shall respond to requests outside those parameters within ten (10) hours.

    d. All bicycles used under this License shall meet the standards outline in the Code of Federal Regulations under Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles. Additionally, licensed systems shall meet the safety standards outlined in the International Organization for Standardization under ISO 43.150 – Cycles, subsection 4210 and Flagstaff City Code Chapter 9.

5. Customer Service.

    a. Every bicycle must have a unique identifier that is visible to the customer.

    b. Licensee must place a 24-hour responsive phone number on the bicycle for customers to report improperly parked bicycles, safety concerns, complaints, or ask questions.

6. License to Use ADOT/NAU Roads. If so desired, Licensee will endeavor to obtain licenses to use Arizona Department of Transportation and NAU roads for its stationless bicycle share services pilot program.

7. Pilot Program Study Data. As a condition of this License, during the term of this License, Licensee will provide the City with a monthly report that includes the following:

    a. Number of Licensee bicycles deployed in the City;

    b. Number of Licensee customer rental hours in the City;

    c. Licensee bicycle rental rates and any other charges;

    d. Number of calls/reports Licensee received that bicycles are improperly parked and Licensee's average response time to reposition improperly parked bicycles.

    e. An incident report for each Licensee bicycle involved in an accident within the City limits, to include location and general details;

    f. Geographic description of most prevalent usages (e.g. ridership data);

    g. Any other information Licensee feels is relevant to evaluating the bicycle share services pilot program; and

    h. All Licensees shall keep a record of maintenance activities, including, but not limited to, bicycle identification number and maintenance performed.

8. Licensee Fixtures. Licensee shall not place or attach any personal property, fixtures, or structures to the ROW without the prior written consent of the City or private property owners. The City, at its own discretion, may choose to paint bicycle parking spots and/or recommend bicycle parking spots to Licensee.

9. Management of Bicycle Fleet. Licensee will actively manage the Bicycle Fleet to ensure orderly parking and the free and unobstructed use of the ROW at all times. Licensee will actively manage the Bicycle Fleet in a manner that is non-discriminatory and affords persons from all socioeconomic backgrounds an opportunity to participate in the program.

10. Condition of ROW. The City makes the ROW available to Licensee in an "as is" condition. The City makes no representations or warranties concerning the condition of the ROW or its suitability for use by Licensee or its customers, and it assumes no duty to warn either Licensee or its customers concerning conditions that exist now or may arise in the future.

11. Damages to Licensee Property. The City assumes no liability for loss or damage to Licensee's bicycles or other property. Licensee agrees that the City is not responsible for providing security at any location where Licensee's bicycles are stored or located, and Licensee hereby waives any claim against the City in the event Licensee's bicycles or other property are lost or damaged.

12. Damages to City Right of Way. Licensee expressly agrees to repair, replace, or otherwise restore any part or item of real or personal property that is damaged, lost, or destroyed as a result of Licensee or its customer's use of the ROW. Should the Licensee fail to repair,

replace, or otherwise restore such real or personal property, Licensee expressly agrees to pay the City's costs in making such repairs, replacements, or restorations.

13. Indemnification. Licensee shall defend, pay, indemnify, and hold harmless the City, its officers, officials, employees, agents, invitees, and volunteers (collectively "City Parties") from all claims, suits, actions, damages, demands, costs, or expenses of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including without limitation court costs and reasonable attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury, or property damage arising directly or indirectly out of or from or on account of:

    a. Any occurrence upon, at, or from the ROW or occasioned wholly or in part by the entry, use, or presence upon the ROW by Licensee or by anyone making use of the ROW at the invitation or sufferance of Licensee.

    b. Use of Licensee's bicycles by any individual, regardless of whether such use was with or without the permission of Licensee, including claims by users of the bicycles or third parties.

14. Insurance Requirements. Throughout the term of this License, at the sole cost and expense of Licensee, the following Insurance Requirements of the City, are set forth in *Exhibit B*. Licensee shall furnish the City with endorsements and certificates of insurance evidencing that it has obtained and maintains the required insurance.

15. Compliance with Law. Licensee, at its own cost and expense, shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of the ROW and the operation of its stationless bicycle share program, including but not limited to, current laws or future laws governing operation of bicycles. If any license, permit, or other governmental authorization is required for Licensee's lawful use or occupancy of the ROW or any portion thereof, Licensee shall procure and maintain such license, permit, and/or governmental authorization throughout the term of this License. City shall reasonably cooperate with Licensee, at no additional cost to the City, such that Licensee can properly comply with this Section and be allowed to use the ROW as specified above.

16. Licensing and Taxes. Licensee will obtain any applicable transaction privilege tax license, business license, or other licenses required for doing business in the City, and provide City with a copy of the same. Licensee will report all applicable taxes when due.

17. No Joint Venture. Nothing herein contained shall be in any way construed as expressing or implying that the parties hereto have joined together in any joint venture or liability company or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this License.

18. Term. This License shall commence on [_____], (the "Commencement Date") and shall expire 6 months after the Commencement Date, unless earlier terminated upon at least thirty (30) days written notice to Licensee. Licensee may revoke this License upon at least ten (10) days written notice to the City.

19. Restoration. Upon termination or expiration of this License, Licensee shall remove all bicycles from the City and restore all ROW to the extent damaged by Licensee or its

customers' actions within thirty (30) days of a written request, or ten (10) days of notice of revocation under Section 18 above.

20. Amendment. This License may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this License and executed by duly authorized representatives of the parties.

21. Applicable Law and Venue. The laws of Arizona shall govern the interpretation and enforcement of this License.

22. Counterparts. This License may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same License.

23. Notice. Provide any notice via email or certified mail to the following addresses:

To the City:

_____
City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001
_____ @flagstaffaz.gov
Phone:

To the Licensee:

Executed the day and year first above written, by the parties as follows:

LICENSEE

_____

Print name:_____

Title:_____

CITY OF FLAGSTAFF

_____

Print name:_____

Title:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

EXHIBIT A – CUSTOMER SAFETY AGREEMENT

EXHIBIT B – INSURANCE REQUIREMENTS

EXHIBIT A

Stationless Bike Share Services Pilot Program
Customer Safety Agreement

NOTE: These points should be included in SPIN's customer acceptance software.

- Riders under eighteen (18) shall wear helmets while riding a bicycle. F.C.C. § 9-05-001-0010(A).
- Bicycles shall be parked upright in the Furnishing Zone of the sidewalk. F.C.C. § 10-80.20.060., but not parked adjacent to or within:
  - Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging areas, except at existing bicycle racks;
  - A public or private driveway pursuant to F.C.C. § 9-01-001-0003(E)(3)(a)(2);
  - Street furniture that requires pedestrian access (for example – benches, parking pay stations, bus shelters, transit information signs, etc.); or
  - Twenty (20) feet of a crosswalk at an intersection. F.C.C. § 9-01-001-0003(E)(3)(a)(6).

EXHIBIT B

Stationless Bike Share Services Pilot Program Insurance Requirements

All references to Contractor shall mean Licensee:

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

Each Occurrence	$8,000,000
General Aggregate	$8,000,000

   c. Automobile Liability

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

   d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	$500,000

Disease - Each Employee	$500,000
Disease - Policy Limit	$500,000

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

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

   a. Additional Insured. In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents and employees shall be named and endorsed as additional insureds with respect to liability arising out of this Contract and activities performed by or on behalf of the Contractor, including products and completed operations of the Contractor, and automobiles owned, leased, hired or borrowed by the Contractor.

   b. Broad Form. The Contractor's insurance shall contain broad form contractual liability coverage.

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

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

   e. Not Limited. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

   f. Waiver of Subrogation. The policies shall contain a waiver of subrogation against the City, its officers, officials, agents and employees for losses arising from work performed by Contractor for the City.

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

   Attention: _____
   _____
   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 endorsements and 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.

Bike Share in Flagstaff

February 26, 2018

Nicole Antonopoulos Woodman
Sustainability Manager

David McIntire
Community Investment Director

Bike Share in Flagstaff

Background

Benefits

Models

Pilot Project

Timeline

Background

2009 - 2012

- City staff explore potential of traditional bikeshare

2017 - 2018

- Community stakeholders convene to discuss traditional model
- Dockless model hits the market

Bike Share Benefits

- Public health
- Climate action
- Economic development
- Traffic reduction
- Parking reduction
- Community identity

Bike Share Models

Traditional Model

- Typically private public partnerships
- Costly infrastructure
  - Typically subsidized by public entities

Dockless Model

- No docking infrastructure
- Reliant on smart technology

Bike Share Six Month Pilot

Exclusive license agreement with SPIN

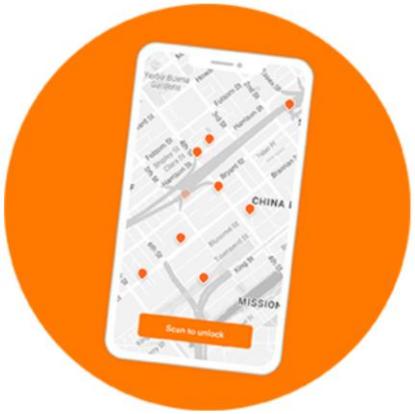
- Right-of-Ways
- Insurance/Liability
- Safety standards
- Helmet law
- Deployment
- Parking
- Data collection

Bike Share Pilot Program

Common questions

- Who is SPIN?
- Where else does SPIN operate?
- How many bikes do they plan to bring to Flagstaff?
- Where will the bikes be parked?
- How will SPIN market the program?
- Are SPIN bikes suitable for Flagstaff?

Dockless – How Does It Work?



FIND A BIKE

Open the Spin app to discover bikes near you.

SCAN & UNLOCK

Scan the QR code on the bike to unlock your ride.

PARK & LOCK

Park responsibly and pull the lever down to lock the bike.

SPIN Bikes

Durable product life

Cost effective, durable. Built by manufacturer of a leading American bicycle brand

Efficient technology

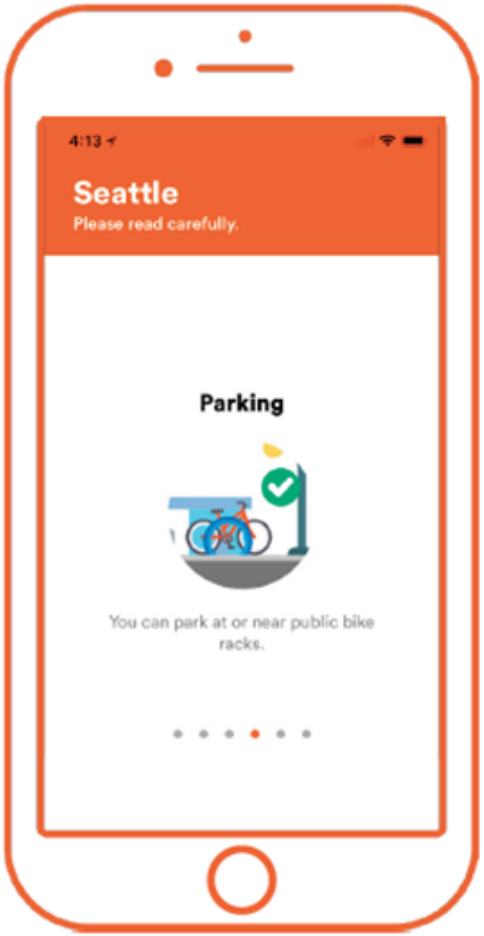
Solar powered lock with 2G/GPS/Bluetooth LE

Continuous iteration

V4 Bike – Designing

Lock – LTE & BT, improved batter life

SPIN Parking Management



Timeline

- License agreement to be signed in March
- Launch in March or April

After the Pilot Program

- Increased understanding of multi-modal transportation needs
- Better understanding of dockless model
- City could license vendors or create formal permit process

Questions?

CITY COUNCIL REPORT

DATE: January 30, 2018

TO: Mayor, Vice Mayor, and Councilmembers

FROM: David McIntire, Community Investment Director
Nicole Antonopoulos Woodman, Sustainability Manager

CC: Josh Copley, Barbara Goodrich, Shane Dille, Heidi Hansen, Andy Bertelsen, Leadership Team

SUBJECT: Bike Share Pilot Program

This is to provide information regarding a pilot community bike share program as a joint project of the City of Flagstaff Community Investment and Sustainability sections.

Discussion

A group of community stakeholders consisting of the Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA), Coconino County, Northern Arizona University, the Flagstaff Metropolitan Planning Organization and the City of Flagstaff's Sustainability and Community Investment Sections have worked together to explore a community bike share program in Flagstaff.

The intention behind the workgroup was to accomplish multiple Council and community goals:

Transportation and Other Public Infrastructure: Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

Take Meaningful Climate Action: The transportation sector accounts for 50% of the Flagstaff community greenhouse gas emissions. Reducing motorized trips will contribute to reducing emissions.

Economic Development: Grow and strengthen a more equitable and resilient economy.

Objectives that support the goals:

- Facilitate and encourage the use of public transportation though closing the first and last mile gap, a common barrier to using transit.

- Provide additional transportation options to Flagstaff residents, helping them to save money and improve their health.
- Reduce car trips in Flagstaff, which:
    - Supports reaching sustainability and climate goals
    - Reduces traffic
    - Improves air quality
    - Improves the visitor experience
- Reduce parking demand.
- Bring a new business opportunity to the community to provide jobs and revenues.
- Show potential workforce recruits that Flagstaff is a dynamic, proactive City, and is a desirable, bike-friendly community, to support employee recruitment and retention.
- Provide Flagstaff visitors with transportation alternatives and recreational opportunities.

Background

The first generation of bike share programs were typically a private public partnership that were subsidized by public entities. These programs were costly due to expensive docking stations, which required bikes to be returned to and parked at the end of each bike trip. In Dallas, for example, City officials estimated that $6 million was needed to start and operate a program with 400 bikes for five years. However, over the past year the bike share model has been transformed. Technological advancement and reduced infrastructure costs have enabled 'dockless' bike share programs. The new model, where companies no longer must rely on public investment, distributes bikes around a city or campus to be rented per trip instead of dispensing them through docking stations. Bikes are tracked via GPS, and can be located by users, paid for, and unlocked using their smartphones. When riders are done with one of these bikes, they can park them anywhere that's convenient and legal. More than five private companies are currently operating dockless bikeshare systems in U.S. cities across the country including Scottsdale, Dallas, Seattle and Washington DC.

Bike Share in Flagstaff

One such dockless bike share company, Spin, is intending to bring their business to Flagstaff. They have been working with City staff for a number of months to identify a formal process.

An initial hurdle is the use of the City's rights-of-way (ROW), which has been determined not consistent with any existing City permit. Staff recommend that initially the City enter into an exclusive license agreement for a six-month pilot program where-in Spin would responsible for all facets of the program. Specific requirements of the agreement are related to liability, bicycle standards, placement / relocation of bicycles, ADA access to public ROW, and data collection and sharing, among other things. During this time staff would solicit input from Flagstaff residents and businesses.

The City and partner organizations are working to ensure that specific details are addressed in the license agreement including: the bicycles meet safety standards and Flagstaff helmet laws are complied with, guaranteed safe movement and accessibility in the ROW is preserved, and systems are in place to prevent bikes which have been left by riders from becoming a nuisance. The pilot program period will allow the City to better understand the challenges and opportunities of the private bikeshare model.

Preliminary discussions with local bike shops, biking organizations, and other stakeholder groups have led to an understanding among City staff that these uses are not direct competition with their businesses. It is hoped that, at least initially, Spin will contract with a local bike shop to perform maintenance and possibly redistribution activities.

After the pilot period, the City could continue to license vendors or could decide to create a formal permit process through code amendments as determined most beneficial. Spin is currently developing an agreement with Northern Arizona University (NAU) so these bikes will be allowed on campus as well. That agreement, in conjunction with the pilot and potential long-term permit process, will allow for a City-wide, comprehensive bike share program that best meets transportation needs of both City of Flagstaff residents and NAU students. There would be the potential for similar agreements with the County as well.

Specific SPIN outreach materials are included with the memo.

Conclusion

This report is for information only. Staff will provide an informational update to City Council at the February 26, 2018 work session.

SPIN OVERVIEW

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Bicycle

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Parking

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Spin Access Card

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Sponsorships

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Case Studies

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Sample Agreements

01

Introduction

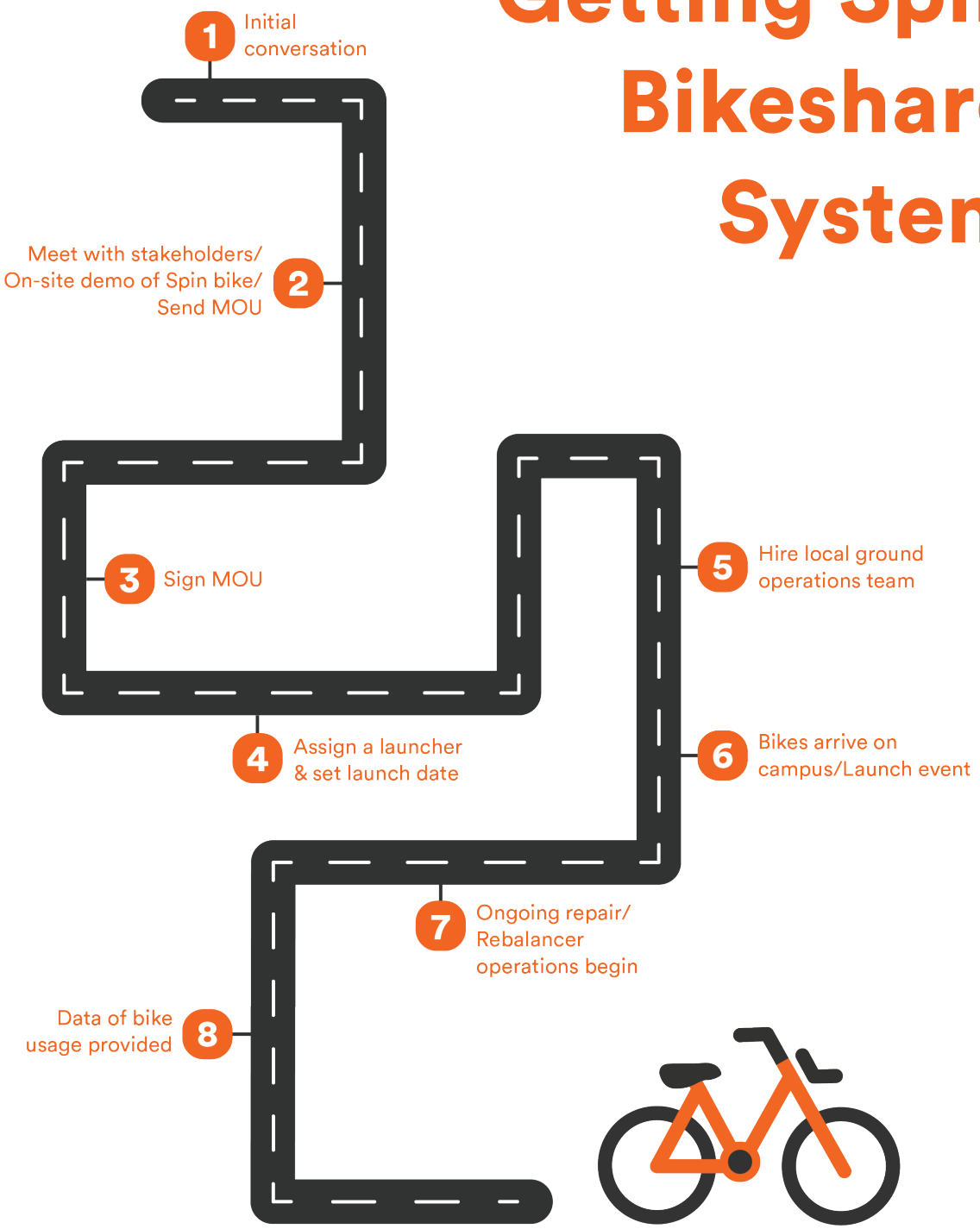
Spin is America's stationless bikeshare company. We are transforming cities and campuses by offering an accessible, affordable, and environmentally-friendly form of personal mobility. Our fleet of orange-colored smart-bikes, each equipped with GPS, can be unlocked by scanning a QR code with our app. At the end of each ride, users can park Spin bikes wherever responsible.

For cities, Spin works with government officials and stakeholders to provide an affordable and equitable bikeshare with no public funding. Spin covers the cost of bikes and maintenance, and we employ people from the local community for operations. Our policy team created the nation's first stationless bikeshare permit system in Seattle.

For campuses, Spin provides students and faculty with a turnkey stationless bikesharing solution at no cost to the university, allowing the most affordable and flexible way to get around campus. We take care of the cost of the bikes, hire students for a local operations team to handle maintenance and rebalancing, and contract with local bike mechanics to process repairs. From the moment a campus partnership begins, we strive to be part of the campus bike culture by working hand-in-hand with the community to facilitate the smoothest operation possible. Students can ride a Spin for $0.50 per ride or sign up for unlimited rides at $14 per month or $49 a year.

Founded in San Francisco at the end of 2016, Spin has raised over $8M and has launched in 18 markets since mid-July 2017, including Seattle, Dallas and DC. By year end, Spin will have 12,000 bikes in the US. Our core team of over 30 is comprised of engineers, designers, operators, lawyers, and policy makers with experience from Y Combinator, Uber, Lyft, Yik Yak, and other technology companies.

Steps for Getting Spin Bikeshare System



02

Bicycle

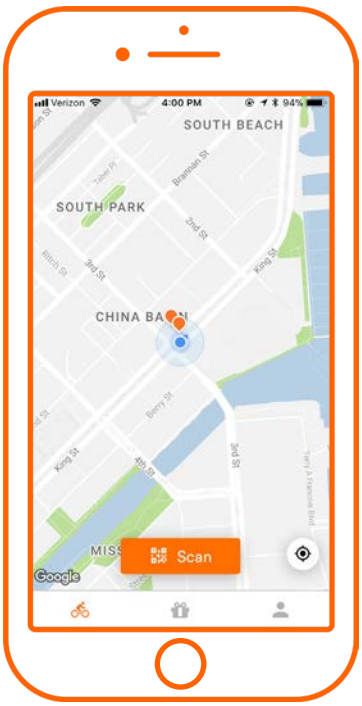
SPIN V3

Spin bicycles are designed in California, built by the manufacturer of Schwinn bikes, and assembled locally by certified bike technicians. They are CPSC-certified and ISO 4210-certified to meet top quality standards. All Spin bicycles have the following onboard:

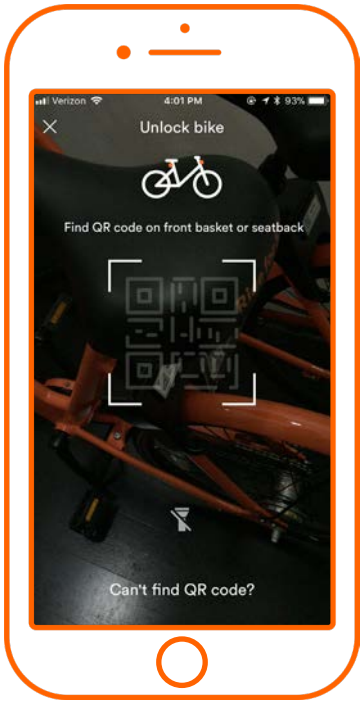
- GPS and cellular modem
- Solid foam tires
- 3-speed internal hubs
- High-quality V-brakes or internal disc brakes
- Dynamo hub-driven front light or rear solar-powered light
- Rear reflector
- Theft-resistant screws

03

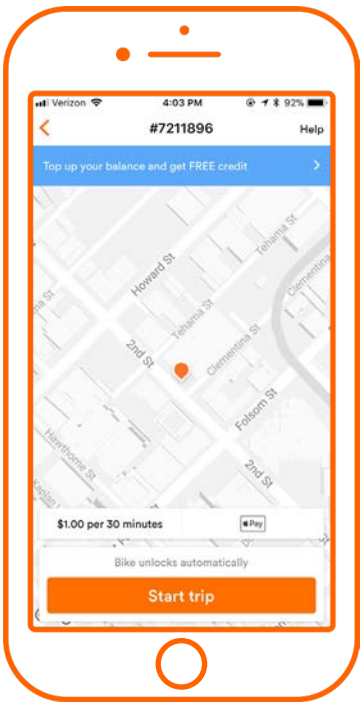
Mobile Application



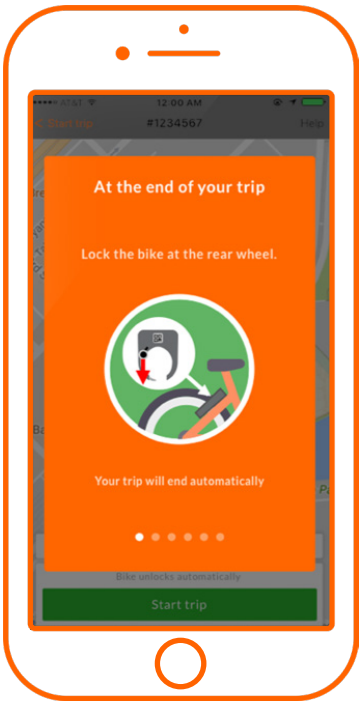
home screen



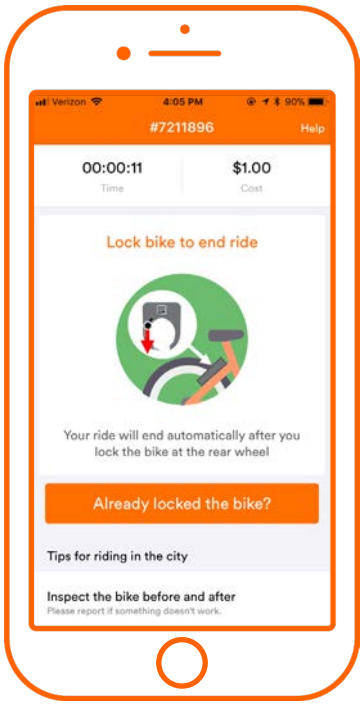
unlock screen



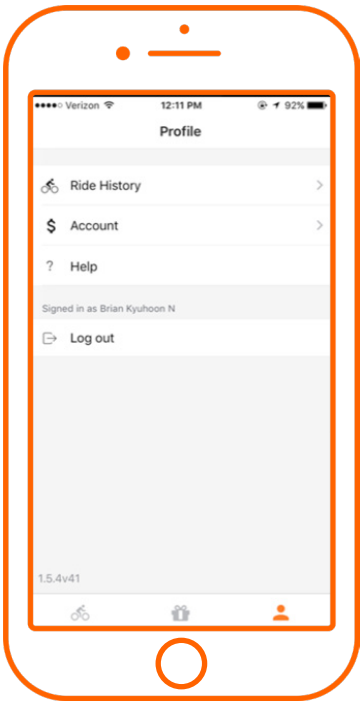
payment screen



informational pop-up



trip screen



account screen

04

Parking

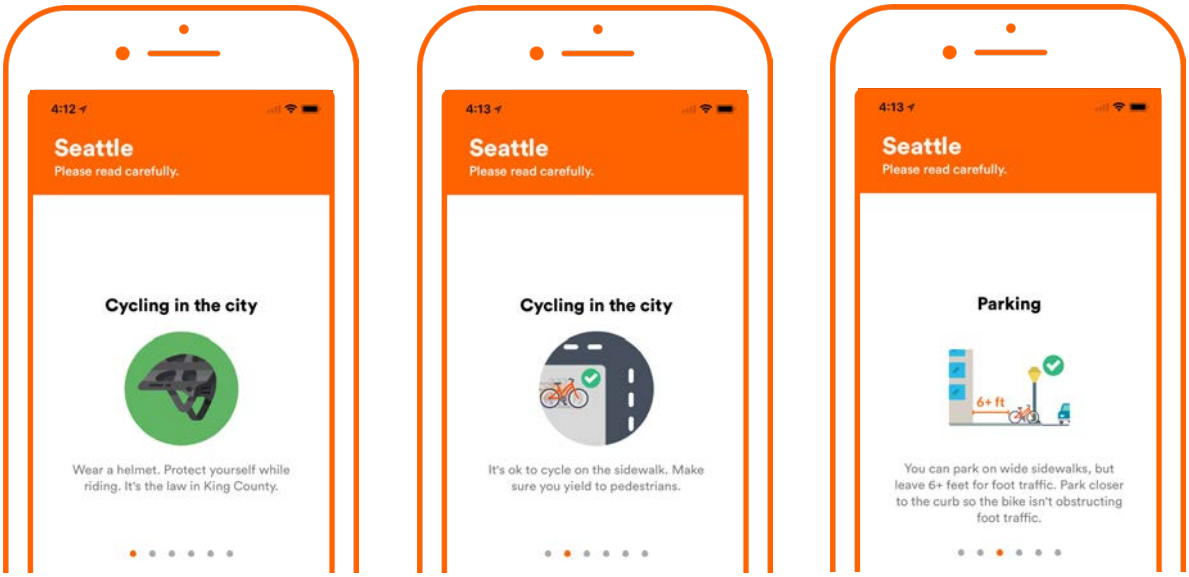
We believe that free-floating bicycle share's greatest benefit is its affordability and accessibility compared to other mobility options. Key to realizing those objectives is an easy-to-use and easy-to-understand experience for riders – including when parking – that prevents consumer confusion and promotes consumer compliance.

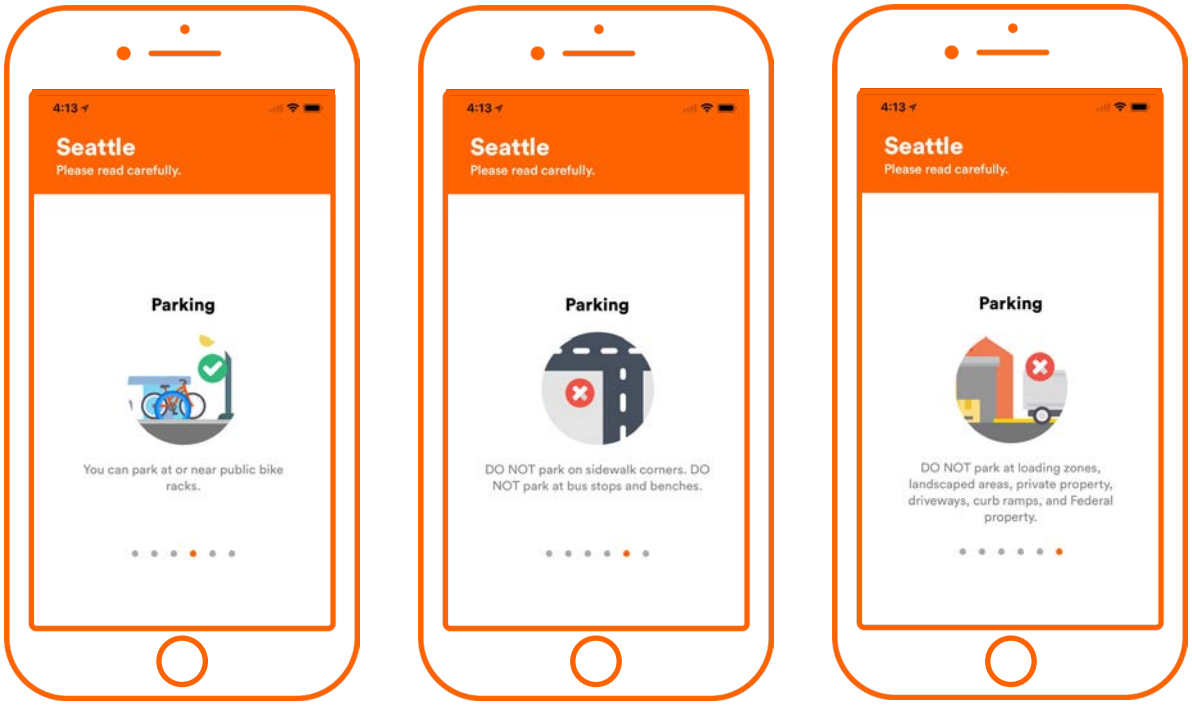
Spin currently plans to educate users on proper bicycle parking through three methods:

- Informational pop-ups in Spin's app
- Links in Spin's app to additional parking instructions
- Email campaigns to users

INFORMATIONAL POP-UPS

New users will receive informational pop-ups in Spin's app when they take their first ride. New users will have to affirmatively dismiss the pop-ups in order to proceed. The pop-ups will include a) text to succinctly explain the parking rules using digestible, easy-to-understand language and b) graphic support to help new users visualize where they are allowed to park. See below for example information pop-ups.





ADDITIONAL PARKING RULES

The app also explains the parking rules under the “Help” button, including additional details of the parking rules. See below for the parking guide found in Spin’s Help Center, which is accessed by pressing the “Help” button.

EMAILS

Spin can send emails and/or conduct email campaigns to users that remind users of the parking rules. For new users who sign up for Spin, we currently plan to send a “welcome” email, which will include information on the parking rules. For existing users, we currently plan to send periodic or targeted email reminders of the parking rules, based on user compliance with the parking rules.

05

Parking Zones

parking zones

no parking zones

In order to encourage good parking, Spin can add preferred parking pins to the app to educate riders where to park.

Additionally, cities and campuses can design customized geo-fenced areas where bike parking may be restricted. These areas will be clear to the rider as ones where they cannot park, and, along with the pins, will allow any rider to find an acceptable parking zone.

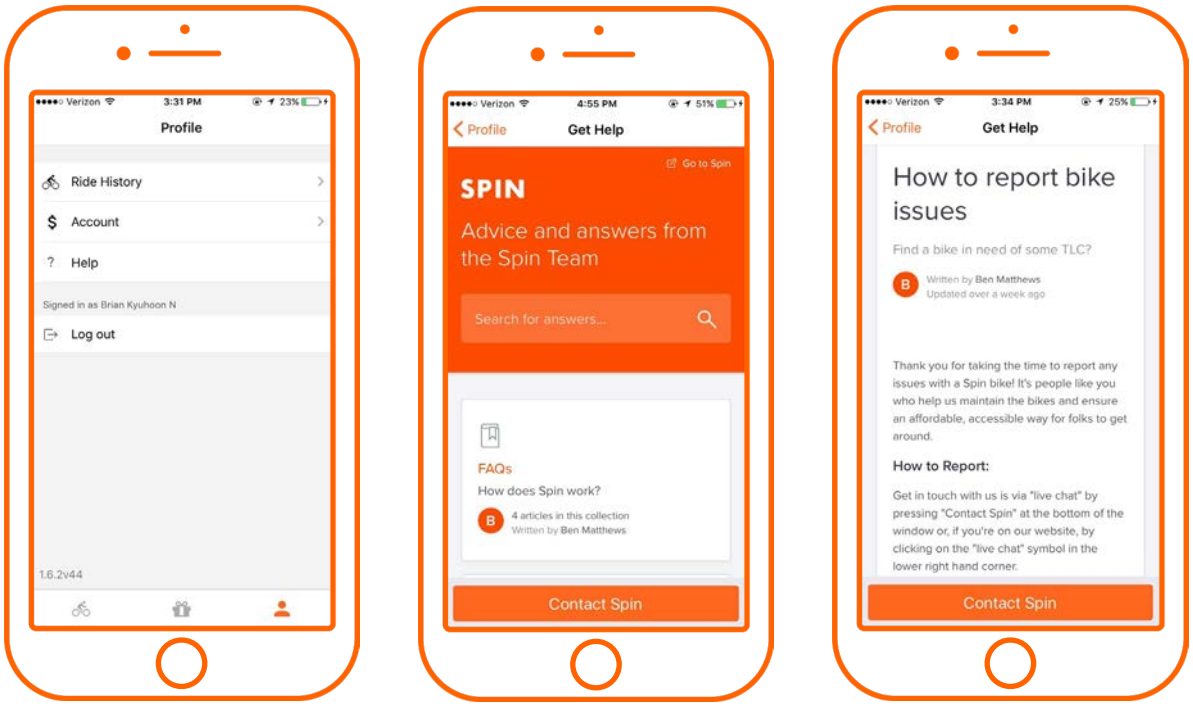
When a new rider unlocks a bike for a ride, they will be asked by the app to rate the parking job by the previous rider. Using a thumbs up or thumbs down vote, previous riders will be be rated, with warnings and possible restrictions assigned to habitually bad parkers.

rate parking

06

Customer Procedures for Safety & Maintenance Issues

Spin's app provides customers with easy mechanisms to report safety or maintenance issues that they may encounter with a bicycle. Within Spin's app, the "Help" button allows users to contact Spin via live chat, email, or phone. The "Help" button also opens instructions, information, and answers to frequently asked questions. See below for screenshots of our Help Center.



For live chat, users simply need to press "Contact Spin" at the bottom of the screen. Users can also email Spin at **support@spin.pm** or call 1-888-262-5189.

For members of the public who are not users but wish to contact Spin, all Spin bicycles prominently display Spin's URL, where anyone can easily report issues via live chat and access our Help Center (**https://help.spin.pm**).

For any safety-related issues that are reported, Spin's customer support team immediately disables the bicycle to prevent users from unlocking it until the bicycle has been inspected and repaired by Spin's ground operations team.

07

Ground Operations

FLEET SIZE

Spin will deploy an initial fleet of 500 bicycles over the course of the first two weeks of the Pilot Stationless Bike Share Program. The bicycles will initially be deployed with an emphasis on transit stations, commercial areas, and denser residential areas, to help guide bicycle distribution based on user demand and usage trends.

PLACEMENT PLAN

Spin plans to initially deploy 500 bicycles at key transit stations, commercial zones, and denser residential areas, where Spin bicycles may help address "last mile" transportation issues. Spin will also work with the City to determine where to initially deploy the 500 bicycles. Spin's nimble and flexible operations can adjust bicycle deployment and distribution based on user demand and usage data.

Furthermore, Spin will work with transit agencies to determine areas at transit stations where Spin bicycle can be placed, as well as work with companies in the City to locate Spin distribution points, in addition to locating Spin bicycles on public right of ways.

Spin's ground operations team will place Spin bicycles in a neat fashion on sidewalks at least ___ feet wide and at or near bike racks and bike corrals. Spin will ensure that bicycles are not obstructing pedestrian or motor vehicle traffic.

USER EDUCATION

Spin believes that the most effective, consistent, and efficient method of providing important notices and educating users is through Spin's app. Any Spin user must utilize the app, helping to ensure important information is seen and acknowledged (as opposed to stickers or physical signs that may be unseen or become damaged or lost).

New Spin users will receive informational pop-ups when they use Spin's app to take a ride for the first time. The pop-ups will require the new users to affirmatively dismiss the pop-ups in order to proceed. The informational pop-ups will include a) reminders about applicable bicycle laws, and b) instructions on how to park responsibly.

CUSTOMER SUPPORT

Spin provides easy mechanisms through which users and the public can contact us to ask questions, report bikes that are damaged or obstructing the public right of way, or otherwise.

Spin's app has a "Help" button on the user interface. The "Help" buttons enable users to report any issues via live chat, email (support@spin.pm), and phone.

Spin bicycles display our URL, where the public will be able to easily report relocation requests via live chat, email, or phone. For additional details, please see https://help.spin.pm.

GROUND OPERATIONS

Spin's ground operations staff are hired locally and help ensure the safety, accessibility, and responsible placement of Spin bikes. The exact number of locally hired staff will depend on the fleet size in operation. The ground operations staff perform two primary functions:

Roving

- Inspect and tune-up bikes.
- Visually survey the streets and reposition obstructing bicycles.

Rebalancing

- Licensed drivers operating a truck or van.
- Retrieve bikes that have been marked for repair.
- Visually survey the streets and remove obstructing bicycles.

Placement of Bikes

- Bikes will be neatly placed by Spin staff on wide sidewalks and at or near public bike racks and bike corrals.
- Bikes will be neatly placed such that they do not obstruct the public's right of way.

Relocation Requests

- Spin users and the general public can report bikes 24/7 via the website or the app.
- Spin will dispatch a ground operations member within three hours between the hours of 9am-6pm, with submission of supporting evidence, to deal with bikes reported as obstructing public right of way.
- Requests received after normal business hours will be handled as soon as practicable the following day.

MAINTENANCE AND SAFETY

- Every bike is inspected for safety, with a recorded inspection history.
- Bikes reported by the public as unusable are remotely disabled and marked for safety inspection.
- All repairs are done by certified mechanics contracted by Spin.
- Safety inspections are performed by the ground operations team, who are trained by certified mechanics. Ground operations staff inspect the following:
    - Handlebars
    - Front and rear brakes
    - Brake levers
    - Grips
    - Pedals and cranks
    - Chains (including oil level)
    - Chain guard
    - Light
    - Reflectors
    - Dynamo hub
    - Tires
    - Bell
    - Gear hub
    - Gear shifts
    - Lock
    - Solar panels
    - Basket
    - Seat and seat post
    - Wheel - including spokes, hub, axle
    - Fender
- Tune ups are performed on the spot by the ground operations team during safety inspections. They are equipped with the necessary tools.
- Repairs are performed at the warehouse by certified mechanics.
- All bikes are inspected against the above checklist, at a minimum, for:
    - Cleanliness
    - Damage
    - Secureness
    - Safe and reliable operation

REPORTING

Spin will provide quarterly reports to the City with aggregate usage data including:

- Number of users in the system
- Number of trips generated for the month
- Heat maps of usage trip showing top pick-up spots and drop-off spots.
- Average trip length and trip time

08

Spin Access Card

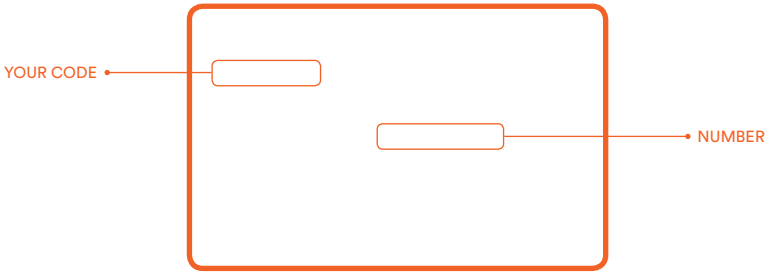
Spin Access provides individuals without smartphones or credit cards access to Spin bikes in a simple, user-friendly way. Riders can purchase Spin Access cards – with cash – at partner locations (including local non-profits and city government offices) and text the code on the card to a dedicated number in order to sign up. Once the Spin Access card is registered, users can text the bike number to the very same dedicated number to unlock a Spin bike.

Once purchased, users can find the Spin Access code by scratching off the box on the back of the card. To begin riding, users will simply need to follow the process outlined on the card.

Spin Access

No smartphone?
No credit card?
No problem.

Spin Access provides easy, cash-based access to Spin bikes.



1

Purchase a Spin Access card at partner locations with cash.

2

Scratch to reveal the code on the back, and text the code on the card to the dedicated phone number to register.

3

Find a Spin bike, and text the bike number to the same number to unlock.

09

Sponsorships

How can advertisements be incorporated onto the bikes?

Spin offers several options on profit sharing and subsidized rides. Upon receipt of a winning bid, Spin is willing to co-brand the bike at no cost to the University or City.

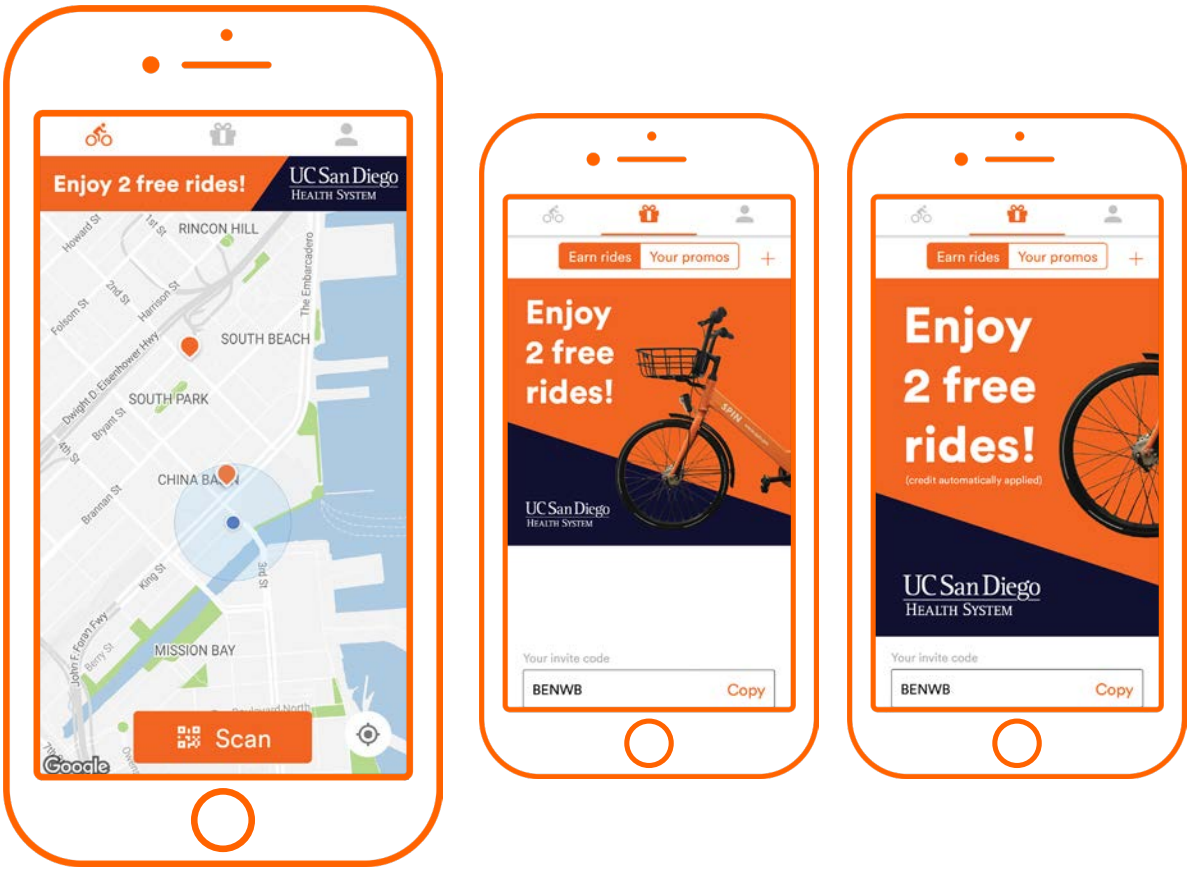
Bikes may be branded with university logos and names or with a local sponsor. If desired, Spin can assist universities in subsidizing rides for students and staff through various subsidization models.

We can work with designers and campus officials to create the ideal balance of co-branding.

How can advertisements be incorporated into the Spin app?

Rides may also be subsidized through corporate sponsorships through co-branding on the bike and/or in-app. Spin will help identify appropriate sponsors, work with stakeholders to decide on the best sponsor, and work with the sponsor and local partners to finalize the terms of the sponsorship.

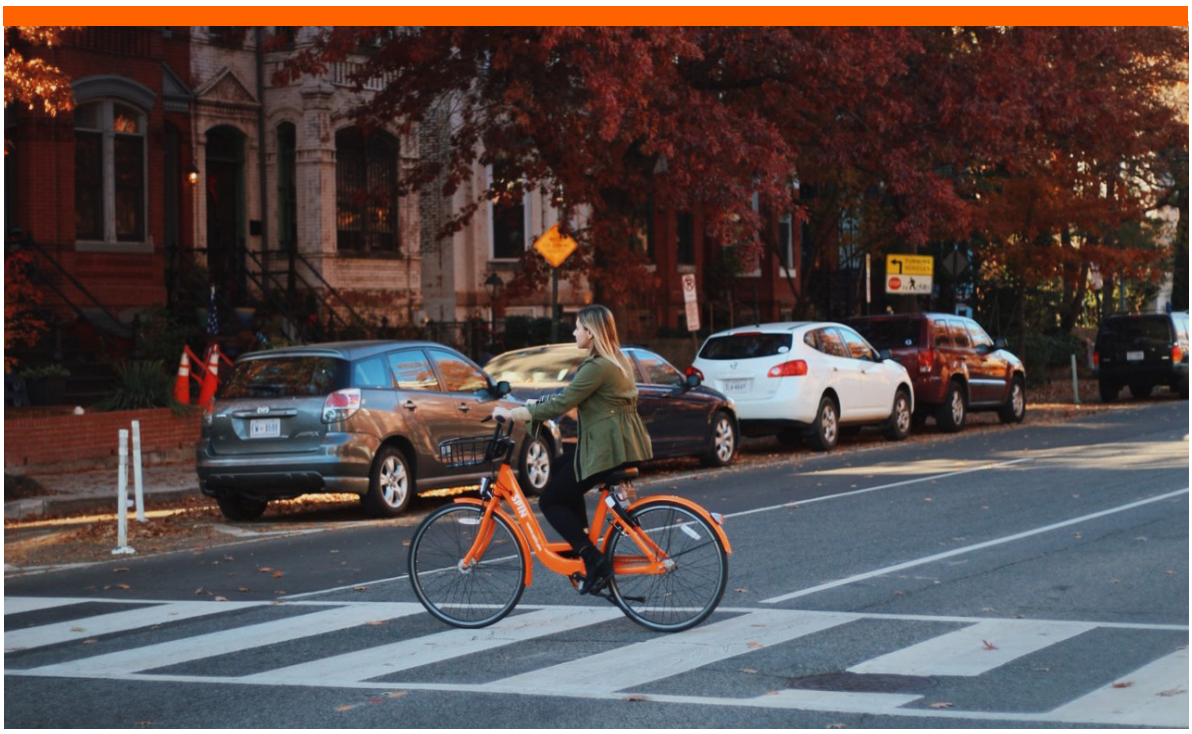
Subsidization by the university or corporate sponsorship can include discounting the rides by a percentage, paying for the first half hour of every ride, paying a certain number of rides per user, among other options that can be discussed with local partners.



10

Case Studies

CITY



Seattle (7/17-7/24)	
Total Rides	5,000
Avg. # of Trips per User	2.7
Avg. Trip Time (in min.)	16.7

DC (10/01-10/31)	
Total Rides	25,403
Avg. Active Bikes	151
Avg. RBD	4.3
Unqiue Registered Users	3,773

CAMPUS

Furman University

"I'm always in a rush going to class. I have a car on campus but I live in North Village and it still puts me in a rush because the parking is far across the street. With Spin, I can pull a bike right up to my classroom building."

— **Shannon,** *Furman Senior*

"I don't have a car on campus so literally any time I'm on campus and I'm going to SoHo or the PAC and it's far away, I'm gonna use the bike. Already used it twice this week."

— **William,** *Furman Sophomore*

Bike Metrics (10/10-10/31)	
# of Unique Riders	656
Total # of Rides	4545
Ave. # Rides per Bike per Day	3.5
# of Bikes Rebalanced/Repaired	420

Spin have an estimate of 90 bikes on campus.

Press

Furman taking dockless bike-share program for a Spin

https://greenvillejournal.com/2017/11/01/furman-taking-dockless-bike-share-program-spin/

Bikeshare Company Spin Rolls Out New Mode of Transportation

https://furmannewspaper.com/2017/10/19/bikeshare-company-spin-rolls-out-new-mode-of-transportation/

Furman Takes Bike Sharing For a "Spin"

http://www.greenvillebusinessmag.com/2017/11/06/159583/furman-takes-bike-sharing-for-a-spin-

11

Sample Agreements

- City Agreement
- Campus Agreement
- Certificate of Liability Insurance

Sample City Agreement

This Bike Sharing Services Agreement ("Agreement") is made this _____ day of ____ 2017, by and between the City of _____, a municipal corporation ("City") and Skinny Labs Inc. dba Spin ("Spin"). City and Spin are each individually referred to as a "Party," and collectively, the "Parties."

Recitals

1. A goal of City is to provide safe and affordable multimodal transportation options to all residents, reduce traffic congestion, and maximize carbon-free mobility.
2. Bike share services are a component to help the City achieve its transportation goals, and the City desires to make bike share services available to residents and those who work in the City.
3. Spin proposes to operate a stationless bike share program within the City.
4. Spin will abide by all City ordinances and rules governing the use of public right of way to efficiently and effectively provide bike share services.
5. Spin possesses GPS, cell connectivity, and self-locking technology in its stationless bicycles such that its bicycles may be locked and unlocked by users with an app and tracked to provide for operations and maintenance ("Bike Fleet").

In consideration of the mutual covenants and representations set forth in this Agreement, City and Spin hereby agree to launch an exclusive pilot stationless bike share program as follows:

Agreement

1. Pilot Term. Pursuant to the terms of this Agreement, the City hereby gives Spin the exclusive, revocable, and non-transferrable license to utilize the City Right of Way in order to provide bike share services within the City. For purposes of this Agreement, the term Right of Way ("ROW") refers to sidewalks, roads, and other pathways owned and maintained by the City. City hereby grants Spin the exclusive right to operate a pilot stationless bike share program for a term up to twelve (12) months, which may be extended in writing, by mutual agreement.

2. License to Use City Right of Way. City authorizes Spin an exclusive license to use the public Right of Way solely for the purposes maintaining and offering its Bike Fleet for a stationless bike share program within the City. Authority to utilize the City Right of Way for this Bike Fleet is dependent on compliance with all terms of this Agreement. This authorization is not a lease or an easement, and it is not intended and shall not be construed to transfer any real property interest in City property.

3. Permitted Use. Spin customers may use the public right of way solely for parking of bicycles owned and maintained by Spin for use in the bike share program. Spin shall not place or attach any personal property, fixtures, or structures to City Right of Way without the prior written consent of City or private property owners.

a. Use of the Right of Way, and Spin's operations within the City, shall, at a minimum: a) not adversely affect City Right of Way or the City's streets or sidewalks; b) not adversely affect the property of any third parties; c) not inhibit pedestrian movement within the public way or along other property or rights-of-way owned or controlled by the City; and d) not create conditions which are a threat to public safety and security.
b. Upon termination of this Agreement by either party, Spin shall, at its sole cost and expense, immediately remove its property from the Right of Way.

4. Bike Parking. Spin bikes may be parked in a legal manner in Right of Ways including public sidewalks by individuals participating in the stationless bike sharing program. Bikes parked on private property will be allowed at the discretion of the private property owner. Spin will actively manage the Bike Fleet to ensure orderly parking and the free and unobstructed use of the Right of Way. The City, at its own discretion, may choose to support the bike sharing program with the installation of additional bike racks, painted bike parking spots, and/or recommended bike parking spots without racks or painting.

5. Condition of City Right of Way.
   a. City makes the public right of way available to Spin in an "as is" condition. City makes no representations or warranties concerning the condition of the public way or its suitability for use by Spin or its customers, and it assumes no duty to warn either Spin or its customers concerning conditions that exist now or may arise in the future.
   b. City assumes no liability for loss or damage to Spin's bikes or other property. Spin agrees that City is not responsible for providing security at any location where Spin's bikes are stored or located, and Spin hereby waives any claim against City in the event Spin's bikes or other property are lost or damaged.
   c. The City will notify Spin at support@spin.pm or through the customer service portal in the app as listed in "Exhibit A" for any bike that is found adversely affecting the City Right of Way. Spin shall be responsible to correct improperly parked bikes within the timeframes listed in "Exhibit A."

6. Maintenance and Care of portion of City Right of Way. Spin expressly agrees to repair, replace, or otherwise restore any part or item of real or personal property that is damaged, lost, or destroyed as a result of the Spin's use of City Right of Way. Should the Spin fail to repair, replace, or otherwise restore such real or personal property, Spin expressly agrees to pay City's costs in making such repairs, replacements, or restorations.

7. Operations and Maintenance. Spin shall be responsible to maintain the Bike Fleet as set forth in "Exhibit A." Spin shall be solely responsible for all maintenance and service costs in order to maintain the Bike Fleet and associated maintenance to minimum level of service and reporting outlined in "Exhibit A."

8. Indemnification. Spin shall defend, pay, indemnify, and hold harmless City, its officers, officials, employees, agents, invitees, and volunteers (collectively "City Parties") from all claims, suits, actions, damages, demands, costs, or expenses of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including without limitation

court costs and reasonable attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury, or property damage arising directly or indirectly out of or from or on account of:

a. Any occurrence upon, at, or from City Right of Way or occasioned wholly or in part by the entry, use, or presence upon City Right of Way by Spin or by anyone making use of City Right of Way at the invitation or sufferance of Spin, except such loss or damage which was caused by the sole negligence or willful misconduct of City.
b. Use of Spin's bikes by any individual, regardless of whether such use was with or without the permission of Spin, including claims by users of the bikes or third parties.

9. Insurance. Prior to beginning and continuing throughout the term of this Agreement, Spin, at sole cost and expense, shall furnish the City with certificates of insurance evidencing that it has obtained and maintains insurance in the following amounts:
   a. Workers' Compensation that satisfies the minimum statutory limits.
   b. Commercial General Liability and Right of Way Damage Insurance in an amount not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence, TWO MILLION DOLLARS ($2,000,000) annual aggregate, for bodily injury, property damage, products, completed operations, and contractual liability coverage.
   c. Comprehensive automobile insurance in an amount not less than ONE MILLION DOLLARS ($1,000,000) per occurrence for bodily injury and property damage including coverage for owned and non-owned vehicles.

   All insurance policies shall be written on an occurrence basis and shall name the City Indemnitees as additional insureds with any City insurance shall be secondary and in excess to Spin's insurance. If Spin's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible. The City's Risk Manager may waive or modify any of the insurance requirements of this section.

10. Compliance with Law. Spin, at its own cost and expense, shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of City Right of Way and the operation of its stationless bike share program, including but not limited to laws governing operation of bicycles. If any license, permit, or other governmental authorization is required for Spin's lawful use or occupancy of City Right of Way or any portion thereof, Spin shall procure and maintain such license, permit, and/or governmental authorization throughout the term of this Agreement. City shall reasonably cooperate with Spin, at no additional cost to City, such that Spin can properly comply with this Section and be allowed to use City Right of Way as specified in Section 3, above.

11. Required Reports. Spin shall provide reports to the City concerning utilization of its bikes and bike route usage not less than quarterly.

12. No Joint Venture. Nothing herein contained shall be in any way construed as expressing or implying that the parties hereto have joined together in any joint venture or liability company or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this Agreement.

13. Term. This Agreement shall commence on [_____], (the "Commencement Date") and shall expire 12 months after the Commencement Date, unless earlier terminated pursuant to Section 13, below.

14. Termination. This Agreement may be terminated prior to the expiration date set forth in Section 12, above, upon the occurrence of any of the following conditions:
    a. Upon delivery of written notice from City to the Spin terminating this agreement for any reason, or for no reason, by giving at least thirty (30) days' notice to the Spin of such termination.
    b. An attempt to transfer or assign this agreement.

    Spin shall not terminate this agreement without first by giving at least 180 days' written notice of plans for termination. Upon the effective date of termination of this Agreement, Spin shall remove all bicycles from the City and restore all City Right of Way to the condition of the City Right of Way at the Commencement Date of this Agreement.

15. Amendment. This Agreement may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this agreement and executed by duly authorized representatives of the parties.

16. Applicable Law and Venue. The laws of California shall govern the interpretation and enforcement of this Agreement.

17. Counterparts. This agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Executed the day and year first above written, by the parties as follows:

City of _____	Spin
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Sample Campus Agreement

[**UNIVERSITY REPRESENTATIVE**]
[**UNIVERSITY NAME**]

[**Date**]

[**SPIN REPRESENTATIVE**]
Skinny Labs Inc. (dba "Spin")
188 King Street #203
San Francisco, California 94107

The purpose of this letter is to memorialize the terms of a temporary pilot program ("Program"), as discussed in the meeting between the [**UNIVERSITY**] and Skinny Labs Inc. dba Spin on [**DATE**].

For purposes of clarity:

"University" means [**UNIVERSITY**].

"Spin" means Skinny Labs Inc., the company providing a stationless bike share service on University property.

"Stationless Bike Share Service" means the on-demand availability of bicycles for public use, trackable using GPS or an equivalent method of physically tracking the location of bicycles.

"GPS" means global positioning system, and "trackable using GPS" refers to the ability to know the location of a bicycle at any time for the purposes of recovery, repair, travel data collection, and bicycle access by the public.

University calls attention to the minimum safety guidelines for bicycles under the Consumer Protection Act and encourages Spin to conform to 16 CFR Part 1512 as well as ISO 4210.

Term

This Program will begin when the [**UNIVERSITY**] representative signs this document. This Program may be canceled at any time, by either party, if the requirements of the Program are not upheld or if the University determines the Program is no longer in the University's interest. At the time of termination, all bicycles deployed on the University campus and in the public right of way in surrounding areas and shall be recalled.

University's Obligations

The University agrees to allow Spin to operate a stationless bike share service, on University property and its right of way subject to the conditions and restrictions set forth herein. University does not waive any of its authority to enforce its regulations or the terms of this Program. Nothing in this letter shall indemnify Spin or associated independent contractor(s). The University shall have the authority to enforce the requirements of this Program. Failure to adhere to the requirements of this Program by Spin or an independent contractor hired by Spin may result in sanctions imposed by the University. Spin will be responsible for impoundment fees if bicycles are impounded as a result of violating terms of the Program.

Spin Obligations

Spin shall maintain all bicycles in safe working order, including a fully visible and working white light in front and a fully visible and working red light or red reflector in back.

Spin must maintain general liability insurance coverage as required by the University continuously during the term of this Program through insurance carriers that are authorized or eligible to do business in the State of [**STATE**].

Spin's user agreement shall specify that users must:

a. Not park a bicycle as to obstruct the sidewalk.
b. Only use a bicycle that is in good working order, including but not limited to a secure saddle, seat post, handlebars, functional braking system, wheels and a working and fully visible white light in front and a working and fully visible rear red light or reflector in back.

Spin will maintain accurate records of all bicycle use, including location where rides begin and end, and where people ride, without releasing personally identifiable information.

Spin will operate at no cost to the University.

Spin agrees to give all University students and staff with a valid University email address a 50% discount on ride fees for the duration of the Program.

Spin will provide contact information where a person designated with authority to make decisions and respond immediately to concerns can be reached at all times.

Exclusivity

The University grants Spin the exclusive right to operate a stationless bikeshare program on the University campus for the duration of the Program.

No Recourse

No recourse shall be had against any elected official, director, officer, attorney, agent, or employee of either of the Parties, whether in office on the effective date of this letter or after such date, for any claim based upon this letter.

No Joint Venture, Partnership, Agency

Nothing in this letter will not be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, nor any employer – employee or borrowed servant relationship by and among the parties.

No Private Rights

Nothing in this letter will be construed in any form or manner to convey any private property right in, or to, the use of any street or public right-of-way. All permissions granted by this letter shall be subject to the superior right of the public to the safe and orderly movement of people and traffic.

Miscellaneous Provisions

This letter constitutes the entire agreement between the Parties with respect to the subject matter hereof. Any previous agreement, assertion, statement, understanding or other commitment before the date of this contract, whether written or oral, shall have no force or effect. No agreement, assertion, statement, understanding, or other commitment during the term of this Program, or after the term of this Program, shall have any legal force or effect unless properly executed in writing by the parties.

This Program is made, and shall be construed and interpreted under the laws of the State of [**STATE**] and venue for any lawsuit concerning this Program shall lie in the State of [**STATE**]. Regardless of the actual drafter of this letter, this letter shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party. All official communications and notices required to be made under this Program shall be deemed made if sent, postage prepaid to the parties at the attention of the signatories hereto.

The Parties bind themselves and their successors in interest, assigns and legal representatives to this Program.

Indemnity

SPIN SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS [UNIVERSITY NAME], ITS OFFICERS, APPOINTED OR ELECTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (INDEMNIFIED PARTIES), AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES, AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS, AND CAUSES OF ACTIONS (CLAIMS), TO THE EXTENT ARISING, DIRECTLY OR INDIRECTLY, OUT OF (A) A BREACH OF THIS AGREEMENT OR VIOLATION OF LAW BY SPIN, ITS OFFICERS, AGENTS, EMPLOYEES, SPIN'S SUB-ENTITIES, SUCCESSORS OR ASSIGNS,(SPIN PARTIES),(B) A FALSE REPRESENTATION OR WARRANTY MADE BY THE SPIN PARTIES IN THIS AGREEMENT OR IN SPIN'S PROPOSAL,(C) THE NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF A STANDARD OF STRICT LIABILITY BY THE SPIN PARTIES IN CONNECTION WITH THIS AGREEMENT. CLAIMS TO BE INDEMNIFIED UNDER THIS ARTICLE

INCLUDE CLAIMS FOR BODILY INJURY OR DEATH, OCCUPATIONAL ILLNESS OR DISEASE, LOSS OF SERVICES WAGES OR INCOME, DAMAGE DESTRUCTION OR LOSS OF USE OF UNIVERSITY PROPERTY, AND WORKERS' COMPENSATION CLAIMS.SPIN'S OBLIGATIONS UNDER THIS ARTICLE ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES.

University shall give Spin written notice of a Claim asserted against an Indemnified Party. Spin shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against the Indemnified Parties. The Indemnified Parties shall have the right (but not the obligation) to participate in the defense of any claim or litigation with attorneys of their own selection without relieving Spin of any obligations in this agreement. In no event may Spin admit liability on the part of an Indemnified Party without the written consent of the University's Attorney.

Maintenance of the insurance required under this Agreement shall not limit Spin's obligations under this Article. Spin shall require all subcontractors to indemnify University as provided in this Article.

BY SIGNING BELOW, I AGREE TO ALL OF THE TERMS OUTLINED ABOVE.

SKINNY LABS INC:

_____

[**SPIN REP**]
[**SPIN REP TITLE**]
Skinny Labs Inc DBA Spin

THE UNIVERSITY:

_____

[**UNIVERSITY REP**]
[**UNIVERSITY REP TITLE**]
[**UNIVERSITY NAME**]

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/29/2017

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).

PRODUCER

FounderShield, LLC
119 W 24th St, 3rd Floor
New York, NY, 10010

CONTACT NAME:

PHONE (A/C, No, Ext) 646-854-1058 **FAX** (A/C, No)

E-MAIL ADDRESS: coi@foundershield.com

INSURED

Skinny Labs Inc.
1) 7720 E Redfield Rd
Scottsdale, Arizona, 85260

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: SCOTTSDALE INSURANCE CO	41297
INSURER B: CM Vantage	
INSURER C: GENERAL STAR INDEMNITY CO	37362
INSURER D: BURLINGTON INSURANCE CO	23620
INSURER E: UNDERWRITERS AT LLOYD'S LONDON (CFC)	15792
INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☑ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:	☐	☐	820BW38886	03/01/2017	03/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000.00 $100,000.00 Excluded $1,000,000.00 $2,000,000.00 $2,000,000.00
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ☐ SCHEDULED AUTOS ☑ HIRED AUTOS ☑ NON-OWNED AUTOS	☐	☐	IXG423340	05/03/2017	05/03/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired & Non Owned Auto	 $1,000,000.00
B	☐ UMBRELLA LIAB ☑ OCCUR ☑ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $0.00	☐	☐	CMV-EXL-0004585-01	07/05/2017	07/05/2018	EACH OCCURRENCE AGGREGATE	$8,000,000.00 $8,000,000.00
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	☐				☐ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A E	Cyber Liability,Errors & Omissions,Media Liability Directors & Officers	☐ ☐ ☐	☐ ☐ ☐	TBD DOF00241960	10/20/2017 03/01/2017	10/20/2018 03/01/2018	$2,000,000.00 per occ $2,000,000.00 in agg $1,000,000.00 per occ $1,000,000.00 in agg	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence Only

CERTIFICATE HOLDER

Evidence Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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