

REGULAR COUNCIL MEETING
TUESDAY
DECEMBER 15, 2020

STAFF CONFERENCE ROOM
SECOND FLOOR - CITY HALL
211 WEST ASPEN AVENUE
3:00 P.M.

ATTENTION

IN-PERSON AUDIENCES AT CITY COUNCIL MEETINGS HAVE BEEN SUSPENDED UNTIL FURTHER NOTICE

The meetings will continue to be live streamed on the city's website
(<https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings>)

PUBLIC COMMENT PROTOCOL

The process for submitting a public comment has changed and public comments will no longer be read by staff during the Council Meetings.

All public comments will be taken either telephonically or accepted as a written comment.

Public comments may be submitted to publiccomment@flagstaffaz.gov

If you wish to address the City Council with a public comment by phone you must submit the following information:

First and Last Name
Phone Number
Agenda Item number you wish to speak on

If any of this information is missing, you will not be called. We will attempt to call you only one time. We are unable to provide a time when you may be called.

All comments submitted otherwise will be considered written comments and will be documented into the record as such.

If you wish to email Mayor and Council directly you may do so at council@flagstaffaz.gov.

AGENDA

1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. **ROLL CALL**

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

MAYOR EVANS

VICE MAYOR SHIMONI

COUNCILMEMBER ASLAN

COUNCILMEMBER MCCARTHY

COUNCILMEMBER ODEGAARD

COUNCILMEMBER SALAS

COUNCILMEMBER WHELAN

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

MISSION STATEMENT

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

4. **TRANSITION OF NEW CITY COUNCIL**

5. **ROLL CALL**

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

MAYOR DEASY

COUNCILMEMBER ASLAN

COUNCILMEMBER DAGGETT

COUNCILMEMBER MCCARTHY

COUNCILMEMBER SALAS

COUNCILMEMBER SHIMONI

COUNCILMEMBER SWEET

6. **SELECTION OF VICE MAYOR**

7. **PUBLIC PARTICIPATION**

Public Participation enables the public to address the Council about an item that is not on the agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. If you wish to address the Council at tonight's meeting, please complete a comment card and submit it to the recording clerk as soon as possible. Your name will be called when it is your turn to speak. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

8. **LIQUOR LICENSE PUBLIC HEARINGS**

- A. **Consideration and Action on Liquor License Application:** Anthony Burton Coulston "Lake Mary Chevron," 4026 S. Lake Mary Road, Series 09 (liquor store - all spirituous liquor), Owner Transfer.

STAFF RECOMMENDED ACTION:

Open the public hearing.
Receive citizen input.
Close the public hearing.

The City Council has the option to:

- (1) Forward the application to the State with a recommendation for approval;
- (2) Forward the application to the State with a recommendation for denial based on information from staff, the testimony received at the public hearing and/or other factors.

- B. Consideration and Action on Liquor License Application:** Anthony Burton Coulston "Forest Meadows Chevron," 357 W. Forest Meadows Street, Series 10 (beer and wine store), New License.

STAFF RECOMMENDED ACTION:

Open the public hearing.
Receive citizen input.
Close the public hearing.

The City Council has the option to:

- (1) Forward the application to the State with a recommendation for approval;
- (2) Forward the application to the State with a recommendation for denial based on information from staff, the testimony received at the public hearing and/or other factors.

- C. Consideration and Action on Liquor License Application:** Michael Vito Giuliano "Butler Chevron," 2295 E. Butler Avenue, Series 09 (liquor store - all spirituous liquor), Owner Transfer.

STAFF RECOMMENDED ACTION:

Open the public hearing.
Receive citizen input.
Close the public hearing.

The City Council has the option to:

- (1) Forward the application to the State with a recommendation for approval;
- (2) Forward the application to the State with a recommendation for denial based on information from staff, the testimony received at the public hearing and/or other factors.

9. CONSENT ITEMS

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

- A. Consideration and Approval of Grant Application (acceptance, etc.):** Wildland Fire Hazardous Fuels (WFHF) 20-202 grant award - Greater Flagstaff Fuels Reduction Project.

STAFF RECOMMENDED ACTION:

Approve the Greater Flagstaff Fuels Reduction Project Wildland Fire Hazardous Fuels (WFHF) 20-202 grant award from AZ Dept of Forestry and Fire Management.

- B. Consideration and Approval of Contract:** Approval of contract for the Flagstaff Police Department's Officer Safety and Wellness Grant-Deliverable #5-Incentivize Physical Fitness. This contract is between the City of Flagstaff and Summit Health and Fitness for \$348.00 per participating police employee and not to exceed \$61,200.00.

STAFF RECOMMENDED ACTION:

Approve the contract between the City of Flagstaff and Summit Health and Fitness for \$348.00 per participating police employee and not to exceed \$61,200.00. The funding for this contract was awarded by a Community Oriented Policing Services (C.O.P.S) Microgrant, and there is no direct cost to the city.

10. REGULAR AGENDA

- A. Consideration and Approval to begin Contract Negotiations:** Authorization to begin contract negotiations for the Flagstaff Pulliam Airport 31.45 acre parcel for master developer services.

STAFF RECOMMENDED ACTION:

Direct staff to proceed with contract negotiations for master developer services to begin with the highest scoring candidate, Genterra Enterprises, LLC

- B. Consideration and Adoption of Resolution No. 2020-69:** A resolution adopting the City Council 2021 Commemorative Flag Designations

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-69 by title only
- 2) City Clerk reads Resolution No. 2020-69 by title only (if approved above)
- 3) Adopt Resolution No. 2020-69

11. COUNCIL LIAISON REPORTS

12. FUTURE AGENDA ITEM REQUESTS

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

- A. Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Aslan to place on a future agenda a discussion to formulate a resolution in support of efforts to lobby the incoming Administration to reinstate Bears Ears National Monument to its original dimensions, as proposed by the Bear Ears Inter-tribal Coalition.

13. CITY MANAGER REPORT

- A. City Manager Report**

14. COVID-19 UPDATES

15. INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF, FUTURE AGENDA ITEM REQUESTS

16. 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 _____, 2020.

Stacy Saltzburg, MMC, City Clerk

8. A.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacy Fobar, Deputy City Clerk
Date: 12/11/2020
Meeting Date: 12/15/2020



TITLE:

Consideration and Action on Liquor License Application: Anthony Burton Coulston "Lake Mary Chevron," 4026 S. Lake Mary Road, Series 09 (liquor store - all spirituous liquor), Owner Transfer.

STAFF RECOMMENDED ACTION:

Open the public hearing.
Receive citizen input.
Close the public hearing.

The City Council has the option to:

- (1) Forward the application to the State with a recommendation for approval;
- (2) Forward the application to the State with a recommendation for denial based on information from staff, the testimony received at the public hearing and/or other factors.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. Series 09 licenses are a quota licenses and must be obtained through the person/location transfer of an existing license from another business. This license was purchased from agent Mark David Wagner, owner of Flagstaff Butler Chevron, LLC. The location of the license remains the same.

Lake Mary Chevron is an existing business in Flagstaff. If approved, it will be the 31st active series 09 liquor license in Flagstaff. To view surrounding liquor licenses, please visit the [Active Liquor Licenses Map](#).

The property has been posted as required, and the Police and Community Development divisions have reviewed the application and provided their respective reports.

Financial Impact:

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

Policy Impact:

Not applicable.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Liquor licenses are a regulatory action and there are no Community Priorities that directly apply.

Has There Been Previous Council Decision on This:

Not applicable.

Key Considerations:

Because the application is for a owner transfer, consideration may be given to only the personal qualifications of the applicant.

The deadline for issuing a recommendation on this application is December 18, 2020.

Community Benefits and Considerations:

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

Community Involvement:

The application was properly posted on November 24, 2020. No written protests have been received to date.

Attachments: [Lake Mary Chevron - Letter to Applicant](#)
 [Hearing Procedures](#)
 [Series 09 Description](#)
 [Lake Mary Chevron - PD Memo](#)
 [Lake Mary Chevron - Code Memo](#)
 [Lake Mary Chevron - Map](#)



City of Flagstaff

OFFICE OF THE CITY CLERK

11/30/2020

Anthony Burton Coulston
Lake Mary Chevron
3617 S Walapai Drive
Flagstaff, AZ 86005

Dear Mr. Coulston:

Your application for a new Series 09 Liquor License for Lake Mary Chevron located at 4026 S. Lake Mary Road, Flagstaff, AZ was posted on November 24, 2020. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, December 15, 2020 which will begin at 3:00 p.m.**

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

The twenty-day posting period for your liquor license application is set to expire on December 14, 2020 and the application may be removed from the premises at that time.

There is an \$815 application fee which needs to be received prior to the hearing date. Payment can be made online at <https://www.flagstaff.az.gov/2452/E--Services> under Business Licensing Payment Online Services by clicking Liquor License Request Payment, in person at the payment window, or you can send a check to my attention at 211 W. Aspen Ave., Flagstaff, AZ 86001.

If you have any questions, please feel free to call me at 928-213-2077 or 928-220-5995.

Sincerely,

Stacy M. Fobar

Stacy M. Fobar
Deputy City Clerk

Enclosures



City of Flagstaff

Liquor License Application Hearing Procedures

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

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

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

License Types: Series 09 Liquor Store License (All spirituous liquors)

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

Off-sale retail privileges

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

PURPOSE:

Allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

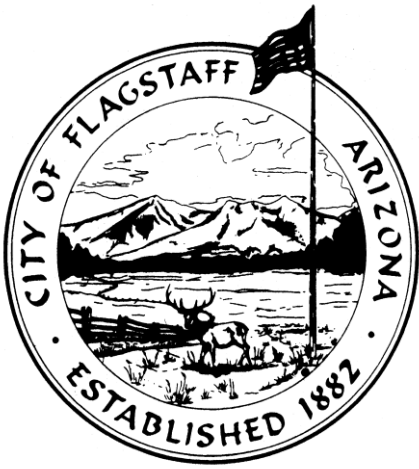
ADDITIONAL RIGHTS AND RESPONSIBILITIES:

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

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

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

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



FLAGSTAFF POLICE DEPARTMENT

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

ADMIN FAX (928) 213-3372

TDD 1-800-842-4681



Chief of Police
Dan Musselman (Interim)

MEMORANDUM

Memo #20-084

TO: Chief Dan Musselman

FROM: Sgt. Ryan Turley

DATE: November 24th

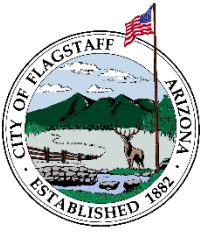
RE: LIQUOR LICENSE APPLICATION TRANSFER – SERIES 9 - FOR “Lake Mary Chevron”.

On November 24th, I initiated an investigation into an application for Series 9 (Liquor Store) liquor license application filed by Anthony Coulston (Agent) and Gregory McCabe (Controlling Person). The license # is 09030007, and it is for the Chevron located at 4026 S Lake Mary Rd.

I conducted a query through local systems and public access on Anthony and Gregory and I found no derogatory records for them.

I found no current or historic liquor violations under this existing license number or applicants. There is no school or church within 300 feet of the building. I was provided documentation that shows that both of the applicants have taken a liquor law training course within the past three years.

I spoke to Anthony about this application. He confirmed that he or one of the other applicants would attend the council meeting on December 15th, 2020. The Chevron is a gas station and convenience store which is open 24 hours.



Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk
From: Reggie Eccleston, Code Compliance Manager
CC: Tiffany Antol, Planning Director
Date: November 30, 2020
Re: Application for Liquor License #120031
4026 S. Lake Mary Rd., Flagstaff, Arizona 86005
Assessor's Parcel Number 105-03-027A
Anthony Burton Coulston on behalf of Lake Mary Chevron

This application is a request for a new Series 09 Liquor Store liquor license by Anthony Burton Coulston on behalf of Lake Mary Chevron. This business is located within the Suburban Commercial district. This district does allow for this use.

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



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Fobar, Deputy City Clerk
Date: 12/11/2020
Meeting Date: 12/15/2020



TITLE:

Consideration and Action on Liquor License Application: Anthony Burton Coulston "Forest Meadows Chevron," 357 W. Forest Meadows Street, Series 10 (beer and wine store), New License.

STAFF RECOMMENDED ACTION:

Open the public hearing.
Receive citizen input.
Close the public hearing.

The City Council has the option to:

- (1) Forward the application to the State with a recommendation for approval;
- (2) Forward the application to the State with a recommendation for denial based on information from staff, the testimony received at the public hearing and/or other factors.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A series 10 license allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. This is a non-quota type of license.

Forest Meadows Chevron is an existing business in Flagstaff. If approved, it will be the 31st active series 10 license in Flagstaff. To view surrounding liquor licenses, please visit the [Active Liquor Licenses Map](#).

The property has been posted as required, and the Police and Community Development divisions have reviewed the application and provided their respective reports.

Financial Impact:

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

Policy Impact:

Not applicable.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Liquor licenses are a regulatory action and there are no Community Priorities that directly apply.

Has There Been Previous Council Decision on This:

Not applicable.

Key Considerations:

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

The deadline for issuing a recommendation on this application is December 18, 2020.

Community Benefits and Considerations:

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

Community Involvement:

The application was properly posted on November 24, 2020. No written protests have been received to date.

Attachments: [Forest Meadows Chevron - Letter to Applicant](#)
 [Hearing Procedures](#)
 [Series 10 Description](#)
 [Forest Meadows Chevron - PD Memo](#)
 [Forest Meadows Chevron - Zoning Memo](#)
 [Forest Meadows Chevron - Map](#)



City of Flagstaff

OFFICE OF THE CITY CLERK

11/30/2020

Anthony Burton Coulston
Lake Mary Chevron
3617 S Walapai Drive
Flagstaff, AZ 86005

Dear Mr. Coulston:

Your application for a new Series 10 Liquor License for Forest Meadows Chevron located at 357 W. Forest Meadows Street, Flagstaff, AZ was posted on November 24, 2020. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, December 15, 2020 which will begin at 3:00 p.m.**

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

The twenty-day posting period for your liquor license application is set to expire on December 14, 2020 and the application may be removed from the premises at that time.

There is an \$815 application fee which needs to be received prior to the hearing date. Payment can be made online at <https://www.flagstaff.az.gov/2452/E--Services> under Business Licensing Payment Online Services by clicking Liquor License Request Payment, in person at the payment window, or you can send a check to my attention at 211 W. Aspen Ave., Flagstaff, AZ 86001.

If you have any questions, please feel free to call me at 928-213-2077 or 928-220-5995.

Sincerely,

Stacy M. Fobar

Stacy M. Fobar
Deputy City Clerk

Enclosures



City of Flagstaff

Liquor License Application Hearing Procedures

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

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

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

License Types: Series 10 Beer and Wine Store License (Beer and wine only)

Non-transferable

Off-sale retail privileges

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

PURPOSE:

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

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

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

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

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

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



FLAGSTAFF POLICE DEPARTMENT

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

ADMIN FAX (928) 213-3372

TDD 1-800-842-4681



Chief of Police
Dan Musselman (Interim)

MEMORANDUM

Memo #20-083

TO: Chief Dan Musselman

FROM: Sgt. Ryan Turley

DATE: November 24th

RE: LIQUOR LICENSE APPLICATION – SERIES 10 - FOR “Forest Meadows Chevron”.

On November 24th, I initiated an investigation into an application for Series 10 (Beer and Wine Store) liquor license application filed by Anthony Coulston (Agent) and Gregory McCabe (Controlling Person). The license # is 10033221, and it is for the Chevron located at 357 W. Forest Meadows.

I conducted a query through local systems and public access on Anthony and Gregory and I found no derogatory records for them.

I found no current or historic liquor violations under this existing license number or applicants. There is no school or church within 300 feet of the building. I was provided documentation that shows that both of the applicants have taken a liquor law training course within the past three years.

I spoke to Anthony about this application. He confirmed that he or one of the other applicants would attend the council meeting on December 15th, 2020. The Chevron is a gas station and convenience store which is open 24 hours.

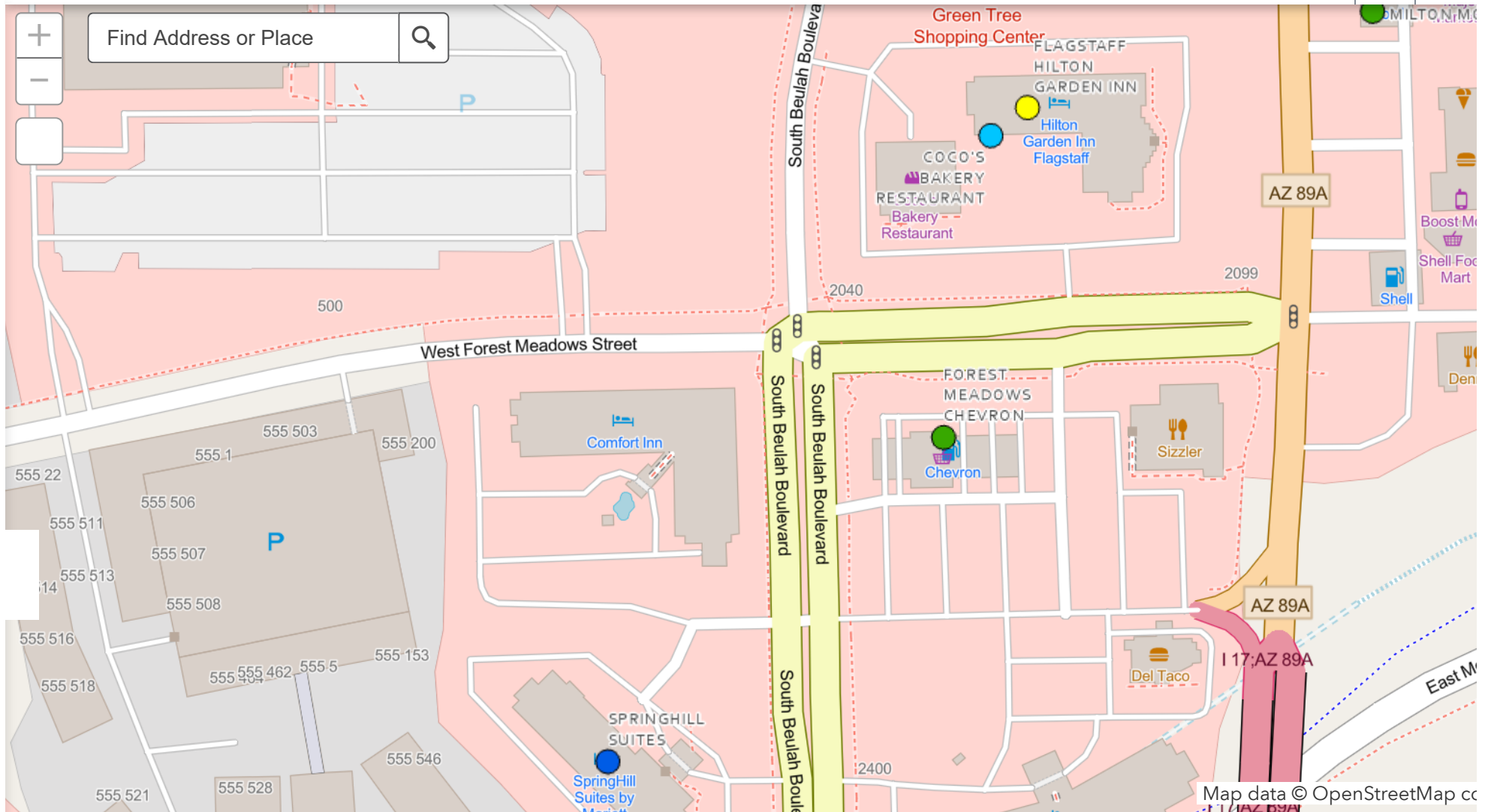


Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk
From: Reggie Eccleston, Code Compliance Manager
CC: Tiffany Antol, Planning Director
Date: November 30, 2020
Re: Application for Liquor License #120090
357 W. Forest Meadows St., Flagstaff, Arizona 86001
Assessor's Parcel Number 103-32-003L
Anthony Burton Coulston on behalf of Forest Meadows Chevron

This application is a request for a new Series 10 Beer & Wine Store liquor license by Anthony Burton Coulston on behalf of Forest Meadows Chevron. This business is located within the Highway Commercial district. This district does allow for this use.

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



Map data © OpenStreetMap cc

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Fobar, Deputy City Clerk
Date: 12/11/2020
Meeting Date: 12/15/2020



TITLE:

Consideration and Action on Liquor License Application: Michael Vito Giuliano "Butler Chevron," 2295 E. Butler Avenue, Series 09 (liquor store - all spirituous liquor), Owner Transfer.

STAFF RECOMMENDED ACTION:

Open the public hearing.
Receive citizen input.
Close the public hearing.

The City Council has the option to:

- (1) Forward the application to the State with a recommendation for approval;
- (2) Forward the application to the State with a recommendation for denial based on information from staff, the testimony received at the public hearing and/or other factors.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. Series 09 licenses are a quota licenses and must be obtained through the person/location transfer of an existing license from another business. This license was purchased from Flagstaff Butler Chevron, LLC and Jacksons Food Stores, Inc. by MVG, LLC. The location of the license remains the same.

Butler Chevron is an existing business in Flagstaff. If approved, it will be the 32nd active series 09 liquor license in Flagstaff. To view surrounding liquor licenses, please visit the [Active Liquor Licenses Map](#).

The property has been posted as required, and the Police and Community Development divisions have reviewed the application and provided their respective reports.

Financial Impact:

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

Policy Impact:

Not applicable.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Liquor licenses are a regulatory action and there are no Community Priorities that directly apply.

Has There Been Previous Council Decision on This:

Not applicable.

Key Considerations:

Because the application is for a owner transfer, consideration may be given to only the personal qualifications of the applicant.

The deadline for issuing a recommendation on this application is December 18, 2020.

Community Benefits and Considerations:

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

Community Involvement:

The application was properly posted on November 24, 2020. No written protests have been received to date.

Attachments: [Butler Chevron - Letter to Applicant](#)
 [Hearing Procedures](#)
 [Series 09 Description](#)
 [Butler Chevron - PD Memo](#)
 [Butler Chevron - Zoning Memo](#)
 [Butler Chevron - Map](#)



City of Flagstaff

OFFICE OF THE CITY CLERK

11/30/2020

Michael Vito Giuliano
4020 E. Longley Drive
Flagstaff, AZ 86004

Dear Mr. Giuliano:

Your application for a new Series 09 Liquor License for Butler Chevron located at 2295 E. Butler Avenue, Flagstaff, AZ was posted on November 24, 2020. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, December 15, 2020 which will begin at 3:00 p.m.**

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

The twenty-day posting period for your liquor license application is set to expire on December 14, 2020 and the application may be removed from the premises at that time.

There is an \$815 application fee which needs to be received prior to the hearing date. Payment can be made online at <https://www.flagstaff.az.gov/2452/E--Services> under Business Licensing Payment Online Services by clicking Liquor License Request Payment, in person at the payment window, or you can send a check to my attention at 211 W. Aspen Ave., Flagstaff, AZ 86001.

If you have any questions, please feel free to call me at 928-213-2077 or 928-220-5995.

Sincerely,

Stacy M. Fobar

Stacy M. Fobar
Deputy City Clerk

Enclosures



City of Flagstaff

Liquor License Application Hearing Procedures

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

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

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

License Types: Series 09 Liquor Store License (All spirituous liquors)

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

Off-sale retail privileges

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

PURPOSE:

Allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

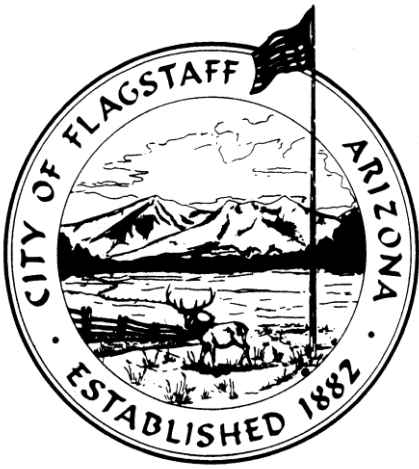
ADDITIONAL RIGHTS AND RESPONSIBILITIES:

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

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

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

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



FLAGSTAFF POLICE DEPARTMENT

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

ADMIN FAX (928) 213-3372

TDD 1-800-842-4681



Chief of Police
Dan Musselman (Interim)

MEMORANDUM

Memo #20-085

TO: Chief Dan Musselman

FROM: Sgt. Ryan Turley

DATE: November 24th

**RE: LIQUOR LICENSE APPLICATION TRANSFER – SERIES 9 - FOR
“Butler Chevron”.**

On November 24th, I initiated an investigation into an application for Series 9 (Liquor Store) liquor license application filed by Michael Giuliano (Agent). The license # is 09030019, and it is for the Chevron located at 2295 E Butler Ave.

I conducted a query through local systems and public access on Michael and I found no derogatory records for him.

I found no current or historic liquor violations under this existing license number or applicants. There is no school or church within 300 feet of the building. I was provided documentation that shows Michael has taken a liquor law training course within the past three years.

I spoke to Michael about this application. He confirmed that he or one of the other applicants would attend the council meeting on December 15th, 2020. The Chevron is a gas station and convenience store which is open 24 hours.

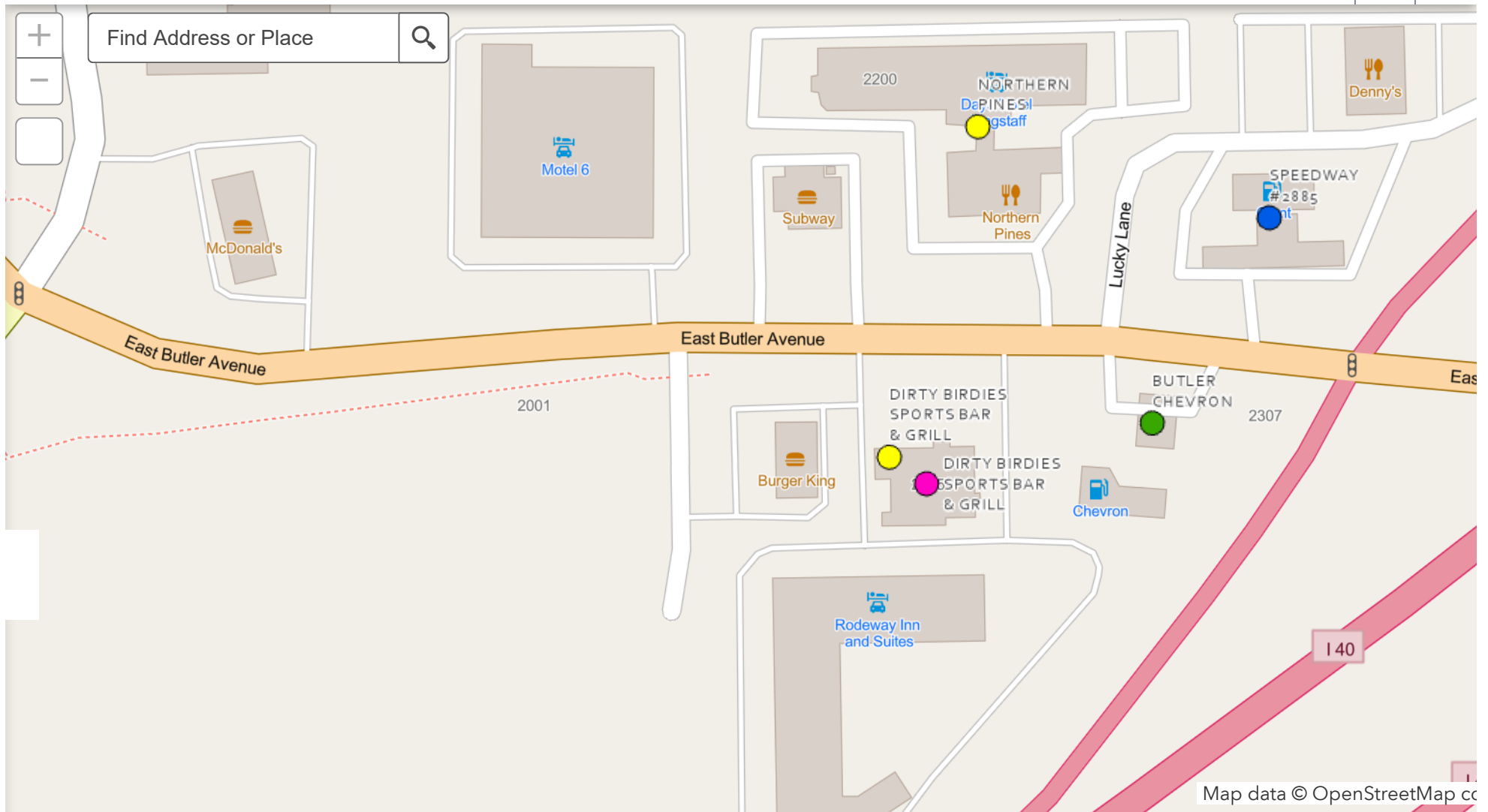


Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk
From: Reggie Eccleston, Code Compliance Manager
CC: Tiffany Antol, Planning Director
Date: November 30, 2020
Re: Application for Liquor License #125193
2295 E. Butler Ave., Flagstaff, Arizona 86004
Assessor's Parcel Number 106-04-004G
Michael Vito Giuliano on behalf of Butler Chevron

This application is a request for a new Series 09 Liquor Store liquor license by Michael Vito Giuliano on behalf of Butler Chevron. This business is located within the Highway Commercial district. This district does allow for this use.

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



9. A.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Jerolyn Byrne, Wildland Firewise Specialist
Co-Submitter: Stacey Brechler-Knaggs
Date: 12/11/2020
Meeting Date: 12/15/2020



TITLE:

Consideration and Approval of Grant Application (acceptance, etc.): Wildland Fire Hazardous Fuels (WFHF) 20-202 grant award - Greater Flagstaff Fuels Reduction Project.

STAFF RECOMMENDED ACTION:

Approve the Greater Flagstaff Fuels Reduction Project Wildland Fire Hazardous Fuels (WFHF) 20-202 grant award from AZ Dept of Forestry and Fire Management.

Executive Summary:

The Wildland Fire and Hazardous Fuels 2020 grant agreement will provide 90% funding for property owners in Flagstaff to conduct forest treatments for wildfire risk reduction on their properties. The other 10% funding will be matched by the property owner for the work to be done. The city has no financial obligation for this funding mechanism. The private properties identified for this grant are not directly related to the Flagstaff Watershed Protection Project (FWPP), though these properties have been identified as being priority for treatment as they are adjacent to the FWPP footprint, as well as other treatment areas related to wildfire risk reduction/ forest management activities.

Goals of this project include improving/maintaining our forest ecosystems, preventing long-term damage to critical watersheds, reducing catastrophic fire and post-fire flooding events, and maintaining community well-being (to include public safety - first responders, residents, and visitors).

Financial Impact:

Total cost to conduct this work is expected to be \$2,000/acre (max). This grant will provide 90% of the required funding (\$1800). The remaining 10% (\$200) will be provided by the homeowner and will be of no financial burden to the city. (The total cost/acre is higher than typical for open-space type thinning operations, and is due to the presence of fences, homes, overhead wires, other infrastructure, temporary street and traffic impacts, debris cleanup, etc).

The total grant is \$178,200 and is budgeted within the Fire Division Grant section of the City's budget.

Policy Impact:

Implementation of forest treatments funded by this award will:

1. Meet council goals and regional plan (see Connection to Council Goals, Regional Plan, and/or Strategic Plan), to include Public Safety initiatives;
2. Address the goals of the Greater Flagstaff Community Wildfire Protection Plan (CWPP) adopted by Council in 2005 (last updated 2018); and
3. Further application of the Flagstaff Wildland Urban Interface Code, adopted by Council in 2008.
4. Promote the State's Forest Action Plan, and
5. Advances the National Cohesive Wildland Fire Management Strategy.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Forest Treatments . . .

Climate Change: improve/maintain forest ecosystems and positions them to better withstand change-agents such as climate change.

Water Conservation: prevents long-term damage to critical watersheds.

Environmental and Natural Resources: protects and sustains our natural environment, reducing catastrophic fire and post-fire flooding events and insect infestations, preserving valuable wildlife habitat, allowing for recreational ventures and business operations, and maintaining community well-being (to include public safety - first responders, residents, and visitors).

Community Outreach: demonstrates need for, and solutions to, our forest health crisis, allowing us to showcase work, conduct field tours, and encourage residents to take action to protect their neighborhood, property, and home.

Town and Gown: permits us to continue to attract students to a working outdoor laboratory to conduct studies, gather information, interact with the public, and support our efforts while furthering their education and experience.

Code Compliance: addresses requirements of the City's Wildland Urban Interface Code (2008) and demonstrate their effectiveness.

Regional Plan

Environmental Planning & Conservation – Vision for the Future: In 2013, the long-term health and viability of our natural resource environment is maintained through strategic planning for resource conservation and protection.

Policy E&C.3.3 – Invest in forest health and watershed protection measures.

Policy E&C.6.1 – Encourage public awareness that the region's ponderosa pine forest is a fire-dependent ecosystem and strive to restore more natural and sustainable forest composition, structure, and processes.

Policy E&C.6.3 – Promote protection, conservation, and ecological restoration of the region's diverse ecosystem type and associated animals.

Policy E&C.6.6 – Support collaborative efforts for forest health initiatives or practices, such as the Four Forest Restoration Initiative (4FRI), to support healthy forests and protect our water system.

Policy E&C.10.2 – Protect, conserve, and when possible, enhance and restore wildlife habitat on public land.

Has There Been Previous Council Decision on This:

Not on this specific grant offering. However, prior Wildland Fire Hazardous Fuels grants have been received and approved by prior councils.

Options and Alternatives:

Two options exist:

Approve Agreement - this will permit the forest treatment work to proceed as planned, allowing full-use of the grant funds (termination date of Dec 30, 2022);

Reject Agreement - this will require individual property owners to fully fund the work, and will result in far less treatment occurring.

Background/History:

Severe and destructive wildfire, followed by post-fire flooding, are annual and ever-present threats to our forests and community. Areas that have undergone forest treatments (ie – thinning, debris disposal, and/or prescribed fire) are not only healthier

and more resilient to damaging agents, they also provide proven barriers to both, enhance public safety and infrastructure protection, and suffer less damage from insect outbreaks and serious wildfires than what occurs on non-treated sites.

Key Considerations:

The forest treatments proposed are part of our overall plan and continuing collaboration with our citizens, as well as our local and regional partners. Wildfires within the city are a challenge to manage/suppress due to a variety of factors. They also present a threat to adjacent neighborhoods, sites, and businesses in the area. Forest treatments such as these proposed have proven highly effective in reducing fire severity, improving fire protection, and increasing survivability of homes both within Flagstaff and elsewhere.

Grant funds will permit selective thinning (ie – tree cutting) and debris disposal (chipping and removal) by local tree service companies and/or the property owner themselves. The work will be conducted in the following two-step process:

A) Project set-up (assessment, boundary identification, tree marking, site inspection, etc), award and administration, reporting, issuance of payments, and final debris disposal work will be coordinated/inspected by WFM staff with property owner and vendor and

B) Cutting, debris disposal, and rehabilitation will be carried out by a contractor of property owner's choosing - aligning with city's procurement process of a minimum of 3 bids. Homeowners will sign an vegetation management permit and agreement to maintain the implemented work.

The Greater Flagstaff CWPP, the City's Wildland Urban Interface Code, the Flagstaff Watershed Protection Project, and other efforts such as that afforded by this grant, demonstrate our community's continual commitment to reducing wildfire risk.

Expanded Financial Considerations:

This project is paid for entirely by grant and private funding. No city cash contributions required. Forest treatments of this kind are a costly investment to our citizens. The incentive provided by this grant will increase interest, motivation, and reduce costs to Flagstaff citizens, while providing the added benefits of wildfire risk reduction and increased fire protection.

Community Benefits and Considerations:

Multiple partners have been engaged in the wildfire risk reduction effort in our community for 20+ years, to include Greater Flagstaff Forests Partnership, the NAU Ecological Restoration Institute, AZ Game & Fish, US Fish and Wildlife Service, AZ State Forestry & Fire Management, and the Stakeholders in our community. Successfully completing the planned forest treatments will enhance protection of our forests, adjacent neighborhoods, and the community's viewshed, while promoting the vigor, resiliency, and sustainability of the trees themselves.

Community Involvement:

Inform: In the months leading up to the submitting this grant proposal, several targeted outreach notices were made throughout the selected neighborhoods. Since then, the neighborhoods have been informed of overall progress of the grant application, proposal, process for eligibility etc through various means, including public meeting, briefings, neighborhood contacts, etc. Specific to this project, we have worked to inform various stakeholders of desired outcomes, plans, schedules, and status.

Consult: We've worked with AZ Dept of Forestry and Fire Management regarding plans and treatment options, as well as with the residents and local tree services to assess ability of work.

Involve: Following treatment work conducted by local tree services, the Winter Wood for Warmth program may be involved in removing firewood from the area for distribution to area residents. In addition, we have made firewood available to the general public on a free permit basis.

Collaborate: The proposed work is compatible with other forest treatment work in the Flagstaff area, and is in-alignment with efforts conducted by the US Forest Service, AZ State Forestry, the City's Wildland Fire Management program, and the Greater Flagstaff Forests Partnership. It will compliment work currently being planned and that will be implemented as part of the Four Forest Restoration Initiative. It is in accordance with the Greater Flagstaff Area Community Wildfire Protection Plan (CWPP) and supports the City's Wildland Urban Interface Fire Code (WUI), adopted by Council in 2005 and 2008, respectfully.

Empower: This will empower and engender neighborhood protection efforts and future grant program/project work of this type in other areas of the city as well.

Attachments: [WFHF 20-202 Grant Agreement](#)

Arizona Department of Forestry and Fire Management
Grant Agreement No. WFHF 20-202
Cooperative Forestry Hazardous Fuels Program

This grant agreement (“Agreement”) is entered into by and between the (“Grantee”) Arizona Department of Forestry and Fire Management (“State Forestry” or “State”) and (“Sub-grantee”), **City of Flagstaff, Flagstaff Fire Department (DUNS #08-830-2625)**, pursuant to the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended; Food, Agriculture, Conservation, and Trade Act of 1990, as amended, Public Law 101-624.

I. PURPOSE OF AGREEMENT

State Forestry is a primary recipient of grant funds provided by the USDA Forest Service to assist in the advancement of forest resources management; forest insect and disease management, urban and community forestry, development and transfer of new and improved fire control technologies, organization of shared fire suppression resources, forestry resources planning, conservation of forest land, and achievement of a number of other goals for the use and protection of forest lands. This agreement is a sub-award of those federal grant funds authorized under Arizona Revised Statute 37-1302.

Subaward of Federal Award # **20DG11030000-010**, dated **06/30/2020**

The Catalog of Federal Domestic Assistance (CDFA) Number is **10.664, Cooperative Forestry Assistance**, U.S. Department of Agriculture, Forest Service.

II. SCOPE OF WORK

Compensation is contingent upon Sub-grantee fulfilling the Scope of Work and project commitments as identified in the Grant Application (Attachment A) and as amended by the approved Detailed Project Plan (Attachment B).

III. PROGRAMATIC CHANGES

Sub-grantee shall obtain prior approval for any changes to the scope of objectives of the approved project, key personnel, or transfer of substantive programmatic work to another party.

IV. TERM OF AGREEMENT

This Agreement shall be effective immediately upon signature by all parties and will terminate on **December 31, 2022** unless otherwise terminated or modified pursuant to the terms herein.

V. COMPENSATION AND MATCHING INVESTMENT

Grant funds may be utilized for up to **90%** of the total cost of this program.

A contribution by the Sub-grantee for an additional **Cost Share Match of 10%** of the total cost of the program is required (including contributions of third parties). Support documentation outlining project costs including cost share match is required.

Compensation under this agreement shall be on a reimbursement basis, shall not exceed the total eligible costs of the project, and total compensation (federal portion) **shall not exceed \$178,200.00**

Only costs for those project activities approved in (1) the initial award, or (2) approved modifications thereto, are allowable. All payments are contingent upon the availability of funds and reimbursement by the United States Department of Agriculture, Forest Service.

Reimbursement payments will be made to the Sub-grantee normally within ninety days after receipt of the reimbursement request and required documentation.

VI. ELIGIBLE COSTS

Eligible costs must be incurred during the Term of the Agreement, conform with the General Provisions of this Grant Agreement (Attachment C) and all other provisions identified herein, and be submitted to State Forestry along with detailed supporting documentation. This is a reimbursable grant program. Support documentation must show dates and amounts of all expenses (See Attachment D).

Purchase of Capital Equipment (equipment costing more than \$5,000 per unit price) is **NOT allowed** under this agreement.

This is an award of Federal financial assistance and is subject to the Office of Management and Budget (OMB) guidance in Subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. All Federal and Sub-grantee matching/cost-share contributions are subject to applicable guidance. All project expenditures are subject to the Single Audit act of 1984 and payments shall adhere to the Federal Cash Management Improvement Act (CMIA).

VII. ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It shall be the responsibility of the Sub-grantee to establish and document both accounting and administrative control procedures for their organization. Such procedures shall be followed to ensure grant funds are being tracked and spent in accordance with all applicable laws and within the terms of the grant agreement/award. Sub-grantee accepts full liability for resources administered through the grant.

VIII. AUDIT REQUIREMENTS

SINGLE AUDIT ACT OF 1984: All project expenditures are subject to the Single Audit act of 1984 and all relevant Office of Management and Budget (OMB) guidance including 2 CFR 200, Subpart F . Sub-grantees are subject to audit if their share of federal financial assistance is \$750,000 or more for a single fiscal year. Federal financial assistance includes reimbursements under this award and all other financial assistance originating from any agency of the federal government during the Sub-grantee's fiscal year. Sub-grantee will be required annually to report compliance with this requirement.

ARS 35-181.03. Sub-grantee must also comply with applicable ARS 35-181.03 provisions for financial and compliance audits.

In the event that an audit determines that unallowable costs have been charged to the grant and funds have been disbursed to the Sub-grantee, then the Sub-grantee accepts full liability and must pay back all costs incurred and deemed unallowable. Any audit involving a Federally-funded grant shall provide a copy of the audit report to the Federal Audit Clearinghouse within 30 days after receipt from auditor or nine months from the close of the sub-grantee's fiscal year, whichever is earlier.

IX. PROCUREMENT REQUIREMENTS

All procurement activities shall be in compliance with State, Federal, and local laws including Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, Subpart D as adopted and supplemented by the USDA in 2 CFR Part 400. All Sub-grantees are responsible for developing, documenting, and adhering to their own established procurement processes that include both administrative and accounting controls.

X. REPORTING REQUIREMENTS

Sub-grantee shall monitor the performance of the grant activities to ensure that performance goals are being achieved. Sub-grantee shall provide detailed grant/project accomplishments in quarterly reports to State Forestry no later than 30 days after the end of each calendar quarter, or as requested by State Forestry. Quarterly performance reports shall follow the format identified in Attachment E or as may be revised by State Forestry. Reports (quarterly and final reporting) will contain information on the following: (1) A comparison of actual accomplishments to the goals established for the period and for the entire program or project, (2) Output of the project that can be readily expressed in numbers, such as acres of forest treatment, number of citizens served, or other similar activities. A computation of cost per unit of output may be required where applicable, (3) Reason(s) for delay if established goals were not met. (4) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs. (5) Before and after pictures (required for final report and optional for quarterly reporting). (6) Mapping in the form of a pdf / paper map to be included in the final reporting and shapefiles (see GIS section below)

Financial/Reimbursement requests may be submitted quarterly or more often if necessary. Reimbursement requests shall follow the format as identified in Attachment E or as may be revised by State Forestry. Reimbursement requests submitted with documentation (grant share or match) that is older than 6 months will not be accepted without prior approval.

Financial/Reimbursement requests may be held for processing until quarterly accomplishment/performance reports are current.

A final accomplishment report and all financial/reimbursement requests and required documentation shall be provided at completion of the grant project, but no later than 30 days after end of grant term. Final financial reimbursement may be held until all accomplishment reporting is complete and submitted to State Forestry.

GIS (Geographic Information System) polygon data is required prior to project start date and at the time of final accomplishment report submission. Data files (Shapefile, File Geodatabase, or KML polygons) created using GIS applications, must be submitted showing treatment/project area(s) and their name(s) or parcel number(s).

All accomplishment and financial reports shall be submitted to the State Forestry contact as identified below in Section XII (NOTICES)

Sub-grantee shall immediately notify State Forestry of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to

meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

XI. COMPLIANCE AND PERMITS

Grantee agrees that it is responsible for acquiring prior to treatment all permits required by applicable federal, state, and local jurisdictions. Grantee also agrees that is responsible for adherence to all applicable statutes, regulations, ordinances, and codes promulgated by applicable federal, state, and local jurisdictions, including but not limited to environmental regulations concerning the presence, existence, discharge, emission, or removal of any substances such as by-products, wastes, pollutants, and hazardous and toxic materials.

XII. PRINCIPAL CONTACTS

NOTE: Principal contact should be one contact person responsible for overseeing all elements of the grant project including but not limited to accounting, administrative and field portions of the project.

Each party certifies that the individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Sub-grantee Contact:

Stacey Brechler-Knaggs
Grants and Contracts Manager
211 West Aspen Ave
Flagstaff, AZ 86001
928-213-2227
sknaggs@flagstaffaz.gov

Principal Arizona State Forestry Contact:

Joshua Hudson
Grants Program Coordinator
1110 W. Washington Suite 100
Phoenix, AZ 85007
602-761-0285
jhudson@dffm.az.gov

XIII. NOTICES

Any and all reports, notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as set forth immediately below:

<u>STATE FORESTRY</u>	<u>SUB-GRANTEE</u>
<u>John Richardson</u> Assistant State Forester for Forestry Programs Arizona Department of Forestry and Fire Management 1110 West Washington, Suite 100 Phoenix, AZ 85007 602-771-1420 jrichardson@dffm.az.gov	<u>Greg Clifton</u> City of Flagstaff City Manager 211 West Aspen Ave Flagstaff, AZ 86001 928-213-2053 GClifton@flagstaffaz.gov

XIV. AWARD CLOSEOUT

Sub-grantee shall close out the grant within 30 days after expiration or notice of termination. If this award is closed out without audit, Arizona State Forestry and the U.S. Forest Service reserve the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

XV. AUTHORITY

Sub-grantee shall have the legal authority to enter into this agreement, and shall have the institutional, managerial, and financial capability to ensure proper planning, management, accounting and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

XVI. ATTACHMENTS

The following Attachments are part of this Agreement:

- A. Project Application
- B. Detailed Project Plan
- C. General Provisions
- D. Documentation of Expenses
- E. Quarterly Report and Invoice Format

Additional Certifications (require separate signatures):

- AD1048** - USDA Form AD-1048 Debarment Certification
- Lobbying** - USDA Lobbying Certification

XVII. IN WITNESS WHEREOF, the parties agree to execute this agreement as of the last date written below.

<u>STATE FORESTRY</u> Arizona Department of Forestry and Fire Management. 1110 West Washington, Suite 100 Phoenix, AZ 85007	<u>ACCEPTED BY SUB-GRANTEE</u> City of Flagstaff, Flagstaff Fire Department 211 West Aspen Ave Flagstaff, AZ 86001
--	---

Signature

Arizona State Forester

Date: _____

Signature

Print or Type Name

Date: _____

Print

Assistant State Forester for Forestry Programs

Date: _____

ATTACHMENT A

Project Application (Cover Sheet)

Applications: A18 - 2020 Greater Flagstaff Wildland Hazard Reduction Project

Profile

jbyrne@flagstaffaz.gov

1. Application/Project Title

A18 - 2020 Greater Flagstaff Wildland Hazard Reduction Project

2. Program/Project Congressional District (check all that apply)

1

3. Program/Project Legislative District (check all that apply)

6

4. Project Lead

Jerolyn Byrne

5. Acres to be Treated

100

5a. Treatment Type

Hand Treatment, Mechanical Treatment

6. Project Overview and Area Description

The City of Flagstaff is nestled in the northern portion of the largest continuous ponderosa pine forest in the world. The project area encompasses several neighborhoods and city parks located on the western and northwestern edge of the City, and overlooking at-risk neighborhoods immediately adjacent or within easy ember transport distance of nearby neighborhoods and the downtown area of the city. The identified areas consist of highly vulnerable, heavily stocked ponderosa pine forest, with interlocking canopies and a density range of between 120-200+ Basal Area/acre and high density neighborhoods within the wildland urban interface (WUI) of Flagstaff. The pre-dominate wind direction and historical fire spread would move a fire from these areas into adjacent residential areas quickly. (We experience a minimum of 30 critical fire weather days each year: defined as Relative Humidity below 5%, eye level winds in excess of 20 mph, and temperatures in excess of 80 degrees).

100 planned acres are identified in attached maps and list of properties participating in this funding opportunity. All acres and landowners are approved for implementation upon award notice and agreement in place. Approximate latitude and longitude: 35°13'58.7"N 111°40'27.5"W and approximate decimal degrees are 35.2329, -111.6743.

7. Scope of Work

Grant funds would permit upwards of 100 acres of prioritized private parcels for hazardous fuel mitigation work (defensible space and fuels reduction beyond the defensible space) to occur within the Greater Flagstaff area. Targeted outreach and neighborhood engagement has already occurred to sign on property owners whom are interested and willing in completing this work on their property. Funding not attributed to the priority private parcels (due to attrition or work already being completed) in this grant cycle may be extended to approximately 200 forested acres of city parks and 278 acres of city open space. These areas are earmarked for fuels reduction activities, if no additional privately owned acres fill the funding gap (of which the city is fully prepared to match).

Grant funds will be spent on selective thinning (ie - tree cutting) by contractor on private parcels. This will include complete tree removal and debris disposal activities (chipping and hauling). Overall intent

A) Project set-up (assessment, boundary identification, tree marking, site inspection, etc), award and administration, reporting, issuance of payments, and final debris disposal work will be coordinated/inspected by WFM staff with property owner and vendor and

B) Cutting, debris disposal, and rehabilitation will be carried out by a contractor of property owner's choosing - aligning with city's procurement process of a minimum of 3 bids.

Current selective thinning and debris disposal activities in Flagstaff area is averaging \$400-3,500/acre. High density areas in WUI where complex or technical removals take place and where tree densities on a 1/5 acre lot exceed 120+ basal area or 100+ trees and where average of 50-70 trees are removed per acre of ponderosa pine create high bids.

TOTAL Project Cost for private parcels: {100 acres x cap of \$2,000/acre} = maximum direct costs of \$180,000 with the property owners fully prepared to meet the 10% match requirement (total \$). This will be accomplished by funds provided through a reimbursement by the grant (90% of the cost of the work per acre) to the property owners (through the city as the financial agent) after work is completed by a vendor of their choosing. Any costs beyond the cap of \$2,000/acre is understood to be carried by the property owner. The work will be verified by site inspection and invoice of vendor provided to the property owner for any reimbursement to occur. Any reimbursement will not exceed invoice and will be directly proportional to the cost per acre beneath the \$2,000/acre cap. Example: 5 acres treated at \$1,200 per acre for a total invoice of \$6,000 of which \$5,400 (90% grant share) will be reimbursed to the property owner.

Total costs includes indirect costs as well as required by the city's indirect cost rate agreement (FY20 rate is set at 10%, which totals = \$2,200 which the city is prepared to match (see budget section for breakout).

8. Project Timeline

This project is expected to take up to two years time. Once an agreement is in place following award and approval of funds:

1. Marking of properties, site inspections will occur prior to, during, and after receipt of agreement with completion target late fall '20.
2. Cutting and debris disposal operations will occur immediately following agreement in place by vendors - target of 25 acres complete by mid-year '21; another 30 acres complete target end of '21; final remaining 50 acres complete mid-late '22.
3. Quarterly Reports will be prepared with progress will be provided along with a Financial Statement requesting reimbursement and will be developed in cooperation with the City's Finance Dept, and submitted to the State for processing.
4. Final closeout and report target for December 2022. Thereafter, periodic neighborhood inspections will occur for adequate forest densities and fuels accumulation, tracked in the city's GIS database of treatment work.

9. Project Goals, Objectives, and Deliverables

The goals of this project include improving/maintain our forest ecosystems, preserve water sources and prevent long-term damage to critical watersheds, reducing catastrophic fire and post-fire flooding events, insect infestations, preserving valuable wildlife habitat, increased recreational values, and maintaining community well-being (to include public safety - first responders, residents, and visitors).

Project Objectives: The mark will primarily reflect targets for fuels reduction and desired future conditions (developed with input from entities identified in the partners section) with a post-cutting target of not-to-exceed 90 Basal Area/acre, interspersed with open areas and trees in a clumpy-groupy pattern throughout the area. This mimics historical patterns of ponderosa pine forests in our area, and allows the remaining trees/forest to withstand what otherwise might be damaging fire, as well as other disruptive agents (drought, insects).

Deliverables: Project Deliverables: 100+ acres of private property within the Greater Flagstaff area will be treated to meet the objectives and goals of this project. Communities involved include City of Flagstaff, unincorporated areas of Summit Fire and Medical District to include Baderville and Ft Valley HOA. Measure of success is acres treated, homeowner contacts to include education and outreach, and active engagement in these communities toward Firewise USA site recognition.

10. Collaborative Elements and Partners

This work complements efforts of landscape scale restoration of ponderosa pine in the Greater Flagstaff Area as well as northern Arizona to include the Flagstaff Watershed Protection (FWPP) and the Four Forests Restoration Initiative (4FRI) occurring across multiple jurisdictions of City of Flagstaff, Coconino County, Arizona State Trust, and Coconino National Forest lands. The nearest location of this type of work is featured on Dry Lake Hills as part of the FWPP, is within a mile of many of the parcels identified on the map, and has been awarded this funding in past cycles.

11. Sustainability Plan

Regular thinning of pine populations and limiting regeneration to only that of single tree replacement sustains private property treatments. Homeowners will sign a vegetation management permit to maintain the recommended densities. All partners are actively engaged in public awareness campaigns for wildfire and is an ongoing tenant of Flagstaff Fire Dept's (FFD) programming. Under the greater Flagstaff CWPP, the city of Flagstaff's 2006 Wildland Urban Interface Code adopted in 2008, and the passing and implementation of the Flagstaff Watershed Protection Project in 2012, our partners and community members continually commit to reducing wildfire risk. Monitoring will occur by site inspections annually by FFD staff whom have been engaged in this work for 20 plus years. Four permanent FFD staff members are qualified foresters and fire managers that offer that assistance to the community at large.

Upload Budget

WFHF20_Project Budget Worksheet.pdf

Upload Project Overview Map

WFHF20.pdf

Upload Project Shapefiles (optional, but required prior to agreement and distribution of funds)

FFDWFHF20.shp

Upload Letters of Partner Support (optional)

Is the project identified as a specific priority within any Community Wildfire Protection Plans (CWPP)? Reply YES or No. If yes, please describe.

The Greater Flagstaff Area Community Wildfire Protection Plan Update can be found at http://gffp.org/wp-content/uploads/2018/09/CWPP-Review-Final_Sept_10_18.pdf. Attached CWPP documentation highlights the prioritized areas in maps.

If this project is located on State Trust Land, has all the compliance been completed? Please check the boxes that have been completed.

Not Applicable

Additional Considerations (Check if any of the following have been considered for the project area)

NA

Average Score

of Reviews

0

of Denials

0

Applications: File Attachments

Upload Budget

WFHF20_Project Budget Worksheet.pdf

Upload Project Overview Map

WFHF20.pdf

Upload Project Shapefiles (optional, but required prior to agreement and distribution of funds)

FFDWFHF20.shp

Arizona State Forestry – Project Budget Worksheet

Project: WFHF20-Greater Flagstaff Wildland Hazardous Fuels

Total Project Budget (by expense type)				
Budget Detail	<u>Grant Share</u> (\$ Amount Requested)	<u>Match</u>		TOTAL
		Dollars	In-Kind	
Administrative Labor:	\$0	\$0	\$0	\$ 0
Project Labor:	\$0	\$0	\$0	\$ 0
Fringe Benefits:	\$0	\$0	\$0	\$ 0
Travel:	\$0	\$0	\$0	\$ 0
Equipment:	\$0	\$0	\$0	\$ 0
Supplies:	\$0	\$0	\$0	\$ 0
Contractual:	\$162,000	\$18,000	\$0	\$180,000
Other:	\$18,000	\$0	\$2,200	\$20,200
TOTAL:	\$180,000	\$18,000	\$2,200	\$200,200

Budget Narrative	
<p>Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match (add additional pages if needed).</p> <p>Contractual: The 90% grant share of \$162,000 and the 10% grant match of \$18,000 supplied by property owners equates to direct costs of \$180,000 and will be allocated for contractual tree removal and initial debris disposal (chipping and hauling) up to 100 acres of hazardous fuels in Greater Flagstaff Fuels Reduction area.</p> <p>Other: A total of \$20,200 of grant share is allocated for funds associated with city's grant administration for indirect costs. 10% is the established indirect cost rate established in the City's Indirect Rate Cost Agreement for fiscal year 2020. The breakout is as follows:</p> <ol style="list-style-type: none"> 1. 90% grant share: $\\$20,200 \times 90\% = \sim \\$18,000$ 2. The city's 10% match: $\\$20,200 \times 10\% = \sim \\$2,200$ which is related to the city's indirect costs related grant administration. This will be <p>Indirect Costs Rate Agreement for grant administration includes: building depreciation, equipment depreciation, non-departmental general administration, employee benefits and insurances, indirect purchasing/procurement, and billing/reimbursement administration.</p>	

ATTACHMENT B
(Cover Sheet)

Detailed Project Plan – Subject to State Approval
(Include specific planned accomplishments, detailed project budget, and time line)

Detailed Work Plan

Flagstaff Fire Department – Greater Flagstaff Wildland Hazardous Fuels Reduction Project

SCOPE:

Narrative Overview - Flagstaff sits within the largest continuous ponderosa pine forest in the world. A 2003 report identified Flagstaff as the #1 Wildfire Threatened community within AZ. The project area contains 100 acres of private property in several neighborhoods within a ½ mile proximity of the *Flagstaff Watershed Protection Project* (FWPP) area of the Observatory Mesa Natural Area as well as parcels adjacent the Wing & A-1 Mountain. This work complements efforts of landscape scale restoration of ponderosa pine in the Greater Flagstaff Area as well as northern Arizona to include the Flagstaff Watershed Protection (FWPP) and the Four Forests Restoration Initiative (4FRI) occurring across multiple jurisdictions of City, State federal lands.

Located near Observatory Mesa (FWPP footprint) & Coconino National Forest (4FRI project areas), the private parcels are on the west side of town. The vulnerability of wildfire damage for this site is well-known and understood, as is the need to conduct forest treatments to reduce those threats. We take our commitment to protecting our community from wildfire very seriously.

Project Tasks/Components –

- a) Planning and Oversight: Jerolyn Byrne, Wildland Firewise Specialist in the Wildland Fire Management (WFM) Division of the Flagstaff Fire Dept (FFD), will be responsible for all phases, to include project boundary marking, stakeholder notification, prescription development, tree marking, site preparation, and reporting for all grant-funded operations.
- b) Grant Management: Stacey Brechler-Knaggs, City of Flagstaff Grants and Contracts Manager, will coordinate adherence to all grant agreement provisions and all reimbursable invoicing processes.
- c) Field Treatment Work (cutting, processing, wood removal, debris piling): Work will largely be accomplished by vendors of property owner's choosing. In addition, volunteers may be utilized to clean-up and remove any excess wood not removed during vendor operations.

Outcomes - Specifically, this project will complete 100 acres of selective tree thinning and debris disposal on prioritized parcels pre-identified to this grant through active outreach campaign for west side of Flagstaff (see map). The overall goal is to reduce/eliminate excessive and overly-dense natural fuels, to minimize ladder fuels, increase Firewise and survivable space in the identified neighborhoods, thereby lowering the risk of future wildfire hazard fuels and insect

infestations. To facilitate this work, we have conducted an active and on-going outreach effort targeting these specific neighborhoods and individual stakeholders, recruited homeowners interested in the long-term management of these parcels, and educating them on the responsibility to reduce fuels on their properties.

Map Note: Attached. 4 detailed maps. 100+ acres identified in which 100 acres of these areas will be treated.

SCHEDULE:

Project Deliverables -

CY	Qtr	Activity	Reporting
2020	3 rd -4 th	<ul style="list-style-type: none"> • Conduct community meeting for pre-identified neighborhoods and signed up stakeholders (prior to grant cycle) of planned process for eligibility and path forward for completion • Finalize details and agreement with DFFM • Council agenda meeting for approval of funds • Begin site visits and setup, marking of trees, and assessments for vegetation management in ignition zones (10-20 acre target) • Coordinate with homeowners upon completion of contractor vegetation management and obtain reimbursements packets (Approximately 5-15 acres targeted) 	<ul style="list-style-type: none"> • Qtr report to DFFM
2021	1 st	<ul style="list-style-type: none"> • Continuation of site visits and setup, marking of trees, assessments (Approximately 10-25 acres targeted) • Coordinate with homeowners upon completion of contractor vegetation management and obtain reimbursements packets (Approximately 10-15 acres targeted) • Provision of project status update 	<ul style="list-style-type: none"> • Qtr report to DFFM
	2 nd & 3 rd	<ul style="list-style-type: none"> • Continuation of site visits and setup, marking of trees, assessments (Approximately up to 15-30 acres targeted) • Coordinate with homeowners upon completion of contractor vegetation management and obtain reimbursements packets (Approximately 15-30 acres targeted) • Provision of project status update 	<ul style="list-style-type: none"> • Qtr report to DFFM
	4 th	<ul style="list-style-type: none"> • Continue site visits and setup, marking of trees, assessments (Approximately 10-15 acres targeted) • Coordinate with homeowners on targets and reporting to complete removals and obtain 	<ul style="list-style-type: none"> • Qtr report to DFFM

		reimbursements (Approximately 10-15 acres targeted) • Provision of project status update	
2022	1 st & 2 nd	<ul style="list-style-type: none"> • Complete all site visits and setup, marking of trees, assessments (5-10 acre target) • Coordinate with homeowners upon completion of contractor vegetation management and obtain reimbursements packets (Approximately 20-30 acres targeted) • Provide project status update 	• Qtr report to DFFM
	3 rd	<ul style="list-style-type: none"> • As needed, complete any remaining site visits, assessments, reimbursements • Provide project status update 	• Qtr report to DFFM
	4 th	<ul style="list-style-type: none"> • Provide project status update; and • Close-out project and final reporting. 	• Final Report to DFFM

Project Support -

<u>Calendar Year</u>	<u>Qtr</u>	<u>Activity</u>
2020	3 rd -4 th	• Brief City Council and key cooperators/partners.
2021	1 st	• Publicize via Dept's Web Page and Social Media networks.
	2-4 th	<ul style="list-style-type: none"> • Provide status update to City Council and key cooperators/partners • Conduct field tours as necessary; and • Publicize via Dept's Web Page and Social Media networks. • Sign/advertise areas of active/ongoing treatment work
2022	1 st -2 nd	<ul style="list-style-type: none"> • Brief City Council and key cooperators/partners; • Publicize via Dept's Web Page and Social Media networks; • Engage volunteers where applicable; and • Host field tour of project sites for key partners and community residents as demonstration site for future projects • Sign/advertise areas of active/ongoing treatment work
	3 rd -4 th	<ul style="list-style-type: none"> • Publicize via Dept's Web Page and Social Media networks. • Sign/advertise areas of active/ongoing treatment work

BUDGET:

Please review Project Budget Worksheet (attached).

CONCLUSION: Completion of the forest treatments detailed in this plan will reduce the threat of future wildfire damage, improve forest health, boost our FireWise program, protect key infrastructure, neighborhoods, and natural resources, and enhance community well being and partnerships.

For more information on our program, visit www.flagstaffaz.gov/wildlandfire

For more information on the FWPP, visit www.flagstaffwatershedprotection.org

Arizona State Forestry – Project Budget Worksheet

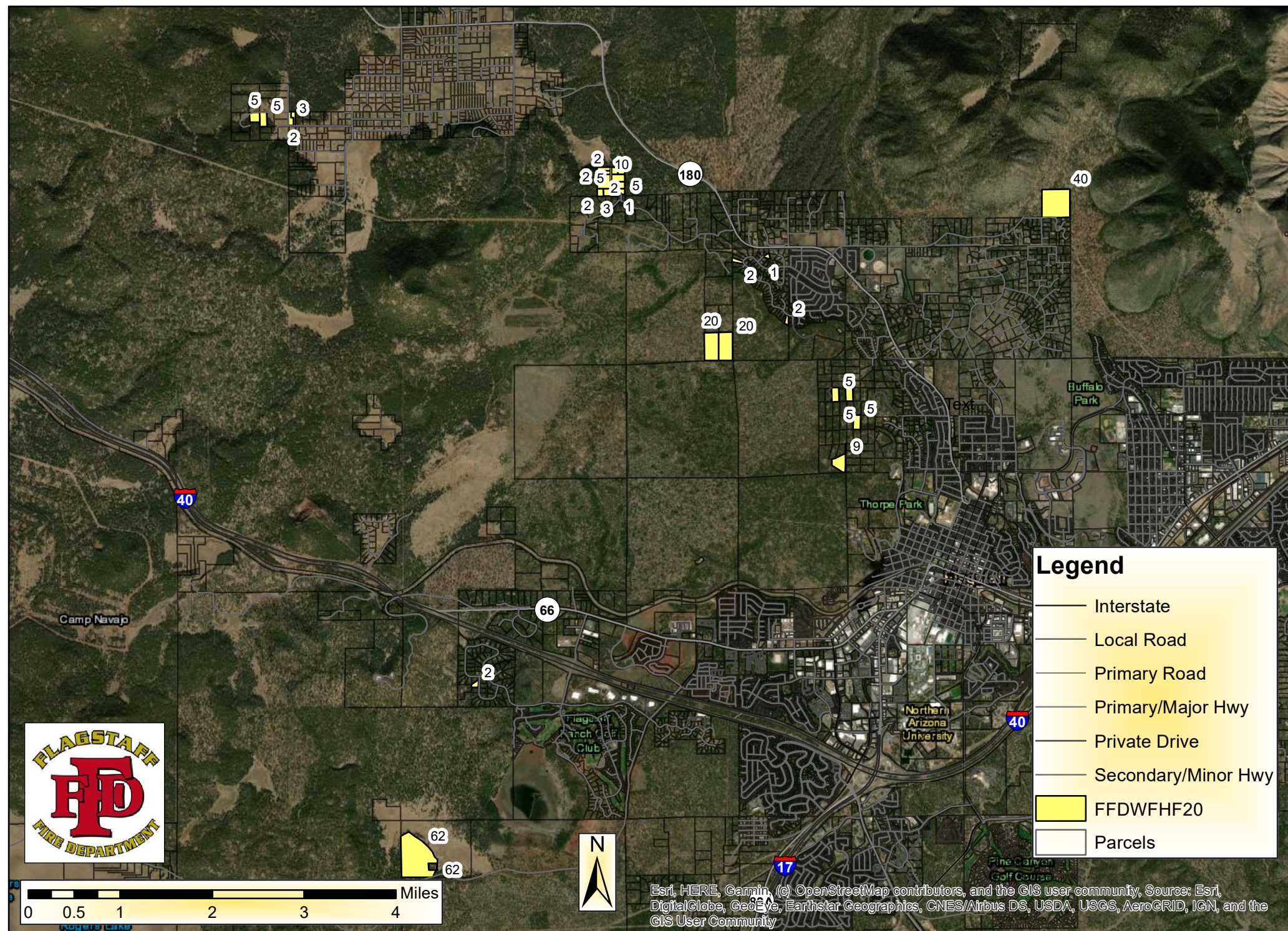
Project: WFHF20-Greater Flagstaff Wildland Hazardous Fuels

Total Project Budget (by expense type)				
Budget Detail	<u>Grant Share</u> (\$ Amount Requested)	<u>Match</u>		TOTAL
		Dollars	In-Kind	
Administrative Labor:	\$0	\$0	\$0	\$ 0
Project Labor:	\$0	\$0	\$0	\$ 0
Fringe Benefits:	\$0	\$0	\$0	\$ 0
Travel:	\$0	\$0	\$0	\$ 0
Equipment:	\$0	\$0	\$0	\$ 0
Supplies:	\$0	\$0	\$0	\$ 0
Contractual:	\$162,000	\$18,000	\$0	\$180,000
Other:	\$16,200	\$1,800	\$0	\$18,000
TOTAL:	\$178,200	\$19,800	\$ 0	\$198,000

Budget Narrative	
<p>Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match (add additional pages if needed).</p> <p>Contractual: The 90% grant share of \$162,000 and the 10% grant match of \$18,000 supplied by property owners equates to direct costs of \$180,000 and will be allocated for contractual mechanical or hand felling of selective tree removal and initial debris disposal (chipping and hauling) up to 100 acres of hazardous fuels in Greater Flagstaff Fuels Reduction area. 100 acres at \$180,000 total direct contractual project cost per acre is approximately \$1,800/acre which is a rough average cost per acre for Flagstaff area.</p> <p>Other: A total of \$18000 of grant share is allocated for funds associated with city's grant administration for indirect costs. 10% is the established indirect cost rate established in the City's Indirect Rate Cost Agreement for fiscal year 2020. The breakout is as follows:</p> <ol style="list-style-type: none"> 1. 90% grant share: \$18,000 x 90% = ~\$16,200 2. The city's 10% match: \$18,000 x 10% = ~\$1,800 which is related to the city's indirect costs related grant administration. <p>Indirect Costs Rate Agreement for grant administration includes: building depreciation, equipment depreciation, non-departmental general administration, employee benefits and insurances, indirect purchasing/procurement, and billing/reimbursement administration.</p>	

Greater Flagstaff Hazardous Fuels Reduction 2020 Area

*Area in Acres
WFHF20 = ~100 acres



ATTACHMENT C

General Provisions

COVENANT AGAINST CONTINGENT FEES

The Sub-grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sub-grantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the State shall have the right to annul this agreement without liability, or, in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

MODIFICATIONS

Modifications within the scope of this award shall only be made by mutual consent of both parties, by issuance of a written amendment signed and dated by all properly authorized signatory officials prior to any changes being performed. Requests for modification shall be made, in writing, at least thirty (30) days prior to the implementation of the requested change. Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

EXTENSIONS

Timely completion of this project is required. If this agreement is extended by mutual written consent of the parties, all terms, conditions and provisions of the original agreement shall remain in full force and effect and apply during any extension period. Any extension of time granted shall not constitute or operate as a waiver by the State of any of its rights herein. Extensions will only be considered and/or made if the Sub-grantee has demonstrated reasonable efforts to complete the grant project as defined in the original detailed project plan and has a clear and specific plan for completion of the project within the extended time period.

RESPONSIBILITY FOR CLAIMS AND LIABILITIES

The Sub-grantee agrees to assume all risk of loss to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages causes or action, fines or judgments, including costs, attorney's and witnesses' fees and expenses incident thereto, for injuries or death to persons and for loss of, damage to, theft of or destruction of any property including loss of use thereof arising out of or in connection with the performance of duties required by agreement, all whether or not authorized or agreed to by Sub-grantee.

RETENTION OF RECORDS

The Sub-grantee and any subcontractor shall maintain and store all documents, papers, accounting records; other evidence pertaining to costs incurred for this work, and shall make all such materials available at any reasonable time during the term of work and for five (5) years from the date of final payment to the Sub-grantee. The Sub-grantee may be required to provide such records as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

COMPLIANCE WITH ARIZONA EXECUTIVE ORDERS 75-5 and 2009-09

The Sub-grantee shall comply with Arizona Executive Order 75-5 and as amended by Arizona Executive Order 2009-09 relating to non-discrimination in employment by government contractors and subcontractors. These regulations are herein incorporated by reference and made a part of this agreement.

ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It is the Sub-grantee's responsibility to develop, document, administer and manage the grant in accordance with all applicable Federal and State laws. Sub-grantee is subject to the OMB requirements and guidance in subparts A through F of 2 CFR 200 as adopted and supplemented by USDA in 2 CFR part 400.

CFR (Code of Federal Regulations) – <http://www.ecfr.gov>. If grantee needs assistance in obtaining any of these documents in electronic or printed form, please contact your Arizona State Forestry representative.

If any program income is generated as a result of this grant/agreement, the income earned during the term of this agreement shall be applied using the deductive method as described in 2 CFR 200.307 ; the deductive alternative is the preferred method, unless specifically authorized by the Signatory Official. Costs incident to the generation of program income may be deducted from gross income to determine program income provided these costs have not been charged to the award/agreement and they comply with the applicable Cost Principles.

FREEDOM OF INFORMATION ACT

Public access to grant or agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

MEMBERS OF U.S. CONGRESS

Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this award, or benefit that may arise there from, either directly or indirectly.

TERMINATION FOR CONVENIENCE

The Office of the State Forester, by written notice, may terminate this contract, in whole or in part, when it is deemed in the best interest of the State. If this agreement is so terminated, Sub-grantee will be compensated for work performed up to the time of the termination notification. In no event shall payment for such costs exceed the current grant amount.

TERMINATION BY MUTUAL AGREEMENT

This award may be terminated, in whole or part, as follows:

- When the State and Sub-grantee agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- By thirty (30) days written notification by the Sub-grantee to the State setting forth the reasons of termination, effective date, and in the case of partial termination, the portion to be terminated.
- If, in the case of a partial termination, the State determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the State may terminate the award in its entirety.

Upon termination of an award, the Sub-grantee shall not incur any new obligations for the terminated portion of the award after the effective date, and shall cancel as many outstanding obligations as possible. The State shall allow full credit to the Sub-grantee for the United States Federal share of the non-cancelable obligations properly incurred by the Sub-grantee up to the effective date of termination. Excess funds shall be refunded within sixty (60) days after the effective date of termination.

CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. §38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Agreement, the Sub-grantee warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Sub-grantee shall obtain statements from its contractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Grant. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Sub-grantee, contractor or subcontractor performing work under the Grant. Should the State suspect or find that the Sub-grantee or any of its contractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Sub-grantee or Contractor. All costs necessary to verify compliance are the responsibility of the Sub-grantee. The parties agree to comply with A.R.S. §41-4401, the provisions of which are hereby incorporated.

ARBITRATION

To the extent required by A.R.S. §12-1518, the parties agree to use arbitration, after exhausting applicable administrative review, to resolve disputes arising out of this agreement.

ANTITRUST VIOLATIONS

The Sub-grantee and the State recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the purchaser or ultimate user. Therefore, Sub-grantee acting as a vendor, hereby assigns to State any and all claims for such overcharges.

SUSPENSION OR DEBARMENT

Submittal of an offer or execution of a contract shall attest that the sub-grantee or contractor is not currently suspended or debarred. If the Sub-grantee or any of its contractors become suspended or debarred, the Sub-grantee shall immediately notify the State. The State may, by written notice to the Sub-grantee, immediately terminate this Agreement if the State determines that the Sub-grantee or their contractors have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

CONTRACTS AND SUBAWARDS TO DEBARRED AND SUSPENDED PARTIES

Pursuant to Code of Federal Regulations 2 CFR part 180, grantees and sub grantees must not make an award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension". By entering into this agreement sub-grantee agrees to comply with all relevant codes including 2 CFR part 180, subpart C, "Responsibilities of Participants

Regarding Transactions”. When entering into a covered transaction with another person at the next lower tier, sub-grantee must verify that the person with whom you intend to do business is not excluded or disqualified. You do this by:

- (a) Checking the SAM Exclusions: System for Award Management (SAM) – www.sam.gov
- (b) Collecting a certification from that person
- (c) Adding a clause or condition to the covered transaction with that person.

TITLE VI of CIVIL RIGHTS ACT of 1964

Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 200d). In accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and Sub-grantee will immediately take any measures necessary to effectuate this agreement.

UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM)

Sub-grantee agrees to provide a DUNS number to State Forestry prior to award, and to maintain all related information through the full term of this agreement. A *Data Universal Numbering System (DUNS) Number* is a nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

Sub-grantee shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). For purposes of this award, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov .

PUBLICATION REQUIREMENTS

A. ACKNOWLEDGEMENT IN PUBLICATIONS. Sub-grantee shall acknowledge Arizona Department of Forestry and Fire Management and U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award, per 2 CFR 415.2.

B. NONDISCRIMINATION STATEMENT IN PUBLICATIONS. Sub-grantee shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited basis apply to all programs.)"

To file a complaint of discrimination, write USDA, director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text: *"This institution is an equal opportunity provider."*

C. COPYRIGHTS. No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes. This right shall be transferred to any sub agreements or subcontracts. This provision includes the copyright in any work developed by Sub-grantee under this agreement. And any right of copyright to which Sub-grantee purchases ownership with any federal contributions.

REPORTING OF SUBRECIPIENT EXECUTIVES

Unless exempt from this requirement of 2CFR 170, Sub-grantee agrees to report the names and total compensation of each of the sub-grantee's five most highly compensated executives for the sub-grantee's preceding completed fiscal year if:

1. in the sub-grantee's preceding fiscal year, the sub-grantee received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

TRAFFICKING IN PERSONS.

Section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), include provisions applicable to federal support recipients. By entering into this agreement, you agree to terms set forth in the primary award from the US Forest Service as documented below. This Agreement may be unilaterally terminated, without penalty, if a subrecipient is determined to have violated an applicable prohibition in this award term. (See 22 U.S.C. 7104 and 2CFR175 for more details)

A. Provisions applicable to a Recipient that is a private entity.

1. You as the Recipient, your employees, subrecipients under this award, and subrecipients' employees may not-
 - (i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procure a commercial sex act during the period of time that the award is in effect; or
 - (iii) Use forced labor in the performance of the award or subawards under the award.
2. This award may be unilaterally terminated, without penalty, if you or a subrecipient that is a private entity -
 - (i) Is determined to have violated a prohibition in paragraph A.1 of this award term; or
 - (ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either-

- a. Associated with performance under this award; or
- b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)".

B. Provision applicable to a recipient other than a private entity. This award may be unilaterally terminated, without penalty, if a subrecipient:

- 1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
- 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either-
 - (i) Associated with performance under this award; or
 - (ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)".

C. Provisions applicable to any recipient.

- 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
- 2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
 - (1) Implements section I06(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
- 3. You must include the requirements of paragraph A1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

- 1. "Employee" means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 3. "Private entity":
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:

- i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

DRUG-FREE WORKPLACE

Compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D, as amended) requires that all organizations receiving grants from any federal agency agree to maintain a drug-free workplace.

INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

COUNTERPARTS

This AGREEMENT may be executed in any number of duplicate originals, photocopies or facsimiles, all of which (once each party has executed at least one such duplicate original, photocopy, or facsimile) will constitute one and the same document.

INTERPRETATION

This AGREEMENT is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

PARAGRAPH HEADINGS

The paragraph headings in this AGREEMENT are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this AGREEMENT or any of its provisions.

GOVERNING LAW

This AGREEMENT is made under, and is to be construed in accordance with, the laws of the State of Arizona.

ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement and understanding of the parties hereto. There are no representations or provisions other than those contained herein, and this AGREEMENT supersedes all prior agreements between the parties, whether written or oral, pertaining to the same subject matter of this AGREEMENT.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

Arizona Department of Forestry and Fire Management grants are federally funded and are based on reimbursement for actual costs incurred. Sub-grantees are typically required to provide a portion of the total project cost as MATCH contribution to show local investment in the project or program. Match investment must not originate from a federal source and cannot be used as a match for any other federal cost-share program. Specific match amount is identified in each grant agreement. All costs and match should conform to the approved project plan and budget contained in the grant agreement – and all reimbursements are subject to Arizona State Forestry approval. All project expenses must meet the applicable Cost Principles (2CFR200, subpart E)

Only project expenses incurred during the term of the signed grant agreement are eligible. (See Term of Agreement)

All documentation submitted for reimbursement must have the correct project name and/or State Forestry grant number, date work was completed, and proof of payment from the Sub-grantee.

All reimbursements to Sub-grantees shall be calculated from the “Grant Reimbursement Form”. By signing the form, the Sub-grantee assumes full and implied responsibility for all grant costs incurred and submitted on the form. By signature, the Sub-grantee accepts full liability that the work and costs incurred were in accordance with the agreed scope of work and/or approved detailed project plan and in accordance with all applicable Federal and State laws. By signing the “Grant Reimbursement Form”, the Sub-grantee is claiming that costs were incurred following the established procurement process for its own organization and that their process is documented, administered and managed with the correct accounting and administrative procedures and is in accordance with all applicable Federal and State laws.

INELIGIBLE COSTS – Any expenses submitted for reimbursement that are not properly documented shall not qualify for reimbursement. It shall be the Sub-grantee’s sole responsibility to submit the required and accurate support documentation for all project costs. In the event an audit determines that ineligible costs were charged to the project, the Sub-grantee accepts full liability for such costs.

- Expenses not included in an approved project plan or are unnecessary for the completion of the project are ineligible for reimbursement or as match.
- NO FOOD or BEVERAGE purchases or donations are eligible for reimbursement or as match, unless included in the project plan as budgeted travel costs, and pre-approved by State.
- NO purchase of equipment or supplies for individuals are eligible for reimbursement or as match. (though purchase of supplies and small equipment by the Sub-grantee organizations for ongoing community use may be eligible)
- Poorly documented match or volunteer hours with insufficient support documentation will not count towards the required match. It is the Sub-grantees responsibility to keep all project/grant records pertaining to matching requirements. In the event an audit determines that ineligible match was credited to the project, the Sub-grantee accepts full liability for such costs

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

REIMBURSABLE PROJECT EXPENSES – are direct, out-of-pocket expenditures for eligible project activities that are supported by paid invoices, cancelled checks, signed receipts, or official payroll records. Examples include:

Labor- may include paid staff, contracted labor, or documented reimbursement from Sub-grantee to others for services. Related expenses such as employee benefits or required travel costs are also eligible if properly documented.

- All staff/labor hours must be accompanied by an employee time sheet detailing the hours worked on the grant project. The time sheet must clearly have the State grant ID number, an employee signature, and the dates work hours were contributed towards the grant. A supervisor's approval signature should also be included. Note, for auditing purposes, an auditor will most likely want to see all hours worked in addition to those charged to the grant.
- Required documentation can include payment receipts, timesheets, payroll records, job sheets, cancelled checks, or signed letters detailing paid staff time, dates, and services or work provided.

Supplies - may include operating supplies, office supplies, and small equipment purchased by the Sub-grantee and necessary for the completion of the project.

- Required documentation can include payment receipts, cancelled checks, or official accounting records detailing expenses and goods and service provided.

Equipment Purchases (small) – small equipment necessary for the completion of the project may be purchased by the Sub-grantee organization if included in the approved project plan and budget. Purchases of equipment or supplies for individuals is not eligible. Purchase of necessary equipment totaling less than \$5,000 will be considered as supplies (above).

- Required documentation will include purchase receipts detailing costs and equipment details.

Equipment Purchases (large) - Any single piece of capital equipment costing more than \$5,000 must be included in the original project plan and preapproved. Because funding originates from the federal government, they may retain an ongoing vested ownership in the equipment. Additional details will be provided for approved purchases. If an audit determines that excessive equipment was purchased, the Sub-grantee accepts full liability for cost reimbursement back to the State/Federal government. Please limit your liability by purchasing only items listed in the original grant application and detailed project plan. Please only purchase what is necessary to complete the specific grant/project approved.

- Required documentation will include purchase receipts detailing costs and equipment details.

Equipment Rental – Rental of equipment necessary for completion of the project may be reimbursed if included in the approved project plan and budget.

- Required documentation will include rental receipts detailing costs, dates of use, and equipment details.

Contracted Services – Contracting for services from outside organizations or businesses is permitted if included in the approved project plan and budget. Such services could include contracted fuels crews, arborists, trucking, waste disposal, and other costs.

- Required documentation will include receipts detailing costs, dates and details of services provided.

Equipment Operating Costs - Operating costs for owned, rented, or donated equipment may be permitted if included in the project plan and properly documented. Methods for cost determination must be specifically documented and approved. Use of Sub-grantee owned equipment may be charged to the grant if prior approval is granted. A Sub-grantee may submit a rate agreement that is typical of rate charges established for all agencies utilizing the equipment including their own. Under no circumstances shall the grant be charged for use of equipment purchased with Federal funds, beyond operating costs.

- Required documentation can include receipts detailing costs, dates and details of equipment usage, payment receipts, mileage logs, shift tickets, etc. Any operating costs that are not paid for directly and do not have corresponding payment receipts, must be specifically documented as to method of cost determination.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

ELIGIBLE MATCH – All grants require some level of MATCH investment from the Sub-grantee organization. Matching investment may only be included if goods or services are provided or paid for during the term of the agreement and are necessary for the completion of the project. The matching investment may be in the form of cash and/or in-kind contributions. The Sub-grantee share (match) cannot originate from a federal source and must not be used as a match for any other federal cost-share program. As with reimbursable costs, eligible match expenses only include those that are reasonable and necessary for the completion of the grant-funded program or project and must meet the applicable Cost Principles (2CFR200, subpart E)

Matching investments will not be directly reimbursed.

Examples of possible match include:

Cash - Matching investment can include actual costs as documented above.

- Required documentation will include payment receipts, cancelled checks, or official accounting records detailing expenses and related goods and service provided.

In-kind Contributions - include on-hand supplies, third party donations of supplies or equipment, the value of professional services provided at the professional rate, or time spent by employees on eligible project activities.

- An in-kind contribution of goods or services from another business or organization may be counted as community match with proper documentation. This typically consists of a letter on the donating organization's letterhead, signed by the proper person and showing the amount and type of donation. Property or use thereof shall be assigned a fair market value per applicable federal Cost Principles and should include a letter of documentation from the donating party.

Volunteer - Volunteer labor hours shall conform to standard documented operating procedures for the Sub-grantee organization with established pay rates.

- Required documentation for volunteers will include signed time logs/sign-in sheets with volunteer name, date, time, place, and type of volunteer service provided. Volunteer time may be valued at the local market rate for equivalent work (children at minimum wage). Hourly rates exceeding \$20 per hour will require specific support documentation for justification and approval. If you use consultants, forestry professionals, planners, etc., who donate their professional services, appropriate hourly rates may be documented in a letter from the individual or their organization.



Quarterly Performance Report

GRANT INFORMATION:

Grant Number:		Grant Award \$:	
Project Name:		Award End Date:	
Organization:			
County:		DFFM District:	

REPORT INFORMATION:

Calendar Year:		Calendar Quarter Q1 (Jan-Mar), Q2, Q3, Q4:	
Name of person completing report:			
Submittal Date:			

PROJECT OBJECTIVES ACCOMPLISHED: (During this quarterly reporting period, what progress has been made toward meeting the project objectives stated in the Project Plan? Provide quarterly and cumulative numbers for key criteria, such as acres completed, trees planted, educational programs delivered, etc.)

PLANNED OVERALL		ACTUAL				
Project Objectives	Total Project Goal	Previously Reported	+	Current Quarter	=	Cumulative Total

Program-Specific Reportables (if applicable)

1				
2				
3				
4				
5				

Is this Project On Track? (Yes / No)

☐

Use the following sections to describe activities for this quarter and for the overall project status.

Additional items may be enclosed or attached, such as added narrative, detailed tables, pictures, maps, or other items.

(Please list any additional items in the narrative to assure they are recorded.)



Quarterly Performance Report

NARRATIVE REPORT / THIS QUARTER: What progress has been made THIS QUARTER in accomplishing the project objectives? Describe activities for the quarter to support the status reported in the tables above. Include comments regarding accomplishments for employees, contractors, and volunteers; and describe the status of planning or purchasing activity if applicable. *(MAX: 1400 Characters – attach additional materials if needed)*

NARRATIVE REPORT / OVERALL PROJECT: What is the success in meeting the OVERALL measurement criteria identified in the Project Plan? Describe the overall project status to support the numbers listed in the tables above. What major milestones have been achieved and what are the next major activities planned? If the project is not on track or goals are not being met, please provide an explanation. If there are any factors that have, or will have, a significant impact on the successful project completion, provide details and explain the actions being taken or assistance that may be needed. *(MAX: 1400 Characters – attach additional materials if needed)*



Arizona Department of Forestry and Fire Management Grant Reimbursement Form

NOTE: It is the Sub-grantees' responsibility to develop, document, administer and manage the correct accounting and administrative procedures for administering the grant in accordance with all applicable Federal and State laws. It is the Sub-grantees' sole responsibility to maintain all grant records and provide them as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

Grant Number: _____

Organization Name: _____

Total Grant Amount: _____

Total Match Required: _____

Grant Expiration/End Date: _____

(Grant \$ + Match \$ = Total Project Cost)

Previous Project Totals (Sum of all previous reimbursement requests):

Reimbursable Costs	Match	Total
_____	_____	_____

This Reimbursement Period:

Item	Reimbursable Costs	Match	Total
Administration	_____	_____	_____
Personnel	_____	_____	_____
Contracted Services	_____	_____	_____
Supplies	_____	_____	_____
Other	_____	_____	_____
Other	_____	_____	_____
Other	_____	_____	_____
Volunteer time	N/A	_____	_____
In-Kind Contributions	N/A	_____	_____
Total:	_____	_____	_____

Cumulative Project Totals (This period request added to all previous reimbursement requests):

Reimbursable Costs	Match	Total
_____	_____	_____

* As long as the Cumulative **MATCH** meets the required amount, this Reimbursement Period's **REIMBURSABLE** amount should qualify for payment (provided all items are properly documented and all other grant requirements are met.)

Authorized Signature _____

_____ Title

_____ Date

SIGNATURE LINE STATEMENT (Required for Processing)

By signing the "Grant Reimbursement Form", the signing agent is verifying that:

All work performed on this grant/project was completed in conformance with all applicable laws and established procedures. Charges and time sheets submitted are in fact for work completed on this project. All charges have been reviewed and verified by a supervisor and all employee and volunteer hours are being tracked, with support documentation on file and available to any auditing agent.

NOTE: Reimbursements may take 60-90 days



United States Department of Agriculture

AD 1048

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two Before Completing Certification)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING LOBBYING**

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 4 CFR Part 418 Appendix A, Certification Regarding Lobbying. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Forest Service determines to award the covered transaction, grant, or cooperative agreement.

Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative

agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

SIGNATURE

APPLICANT'S SIGNATURE (BY)

TITLE/RELATIONSHIP OF THE INDIVIDUAL IF
SIGNING IN A REPRESENTATIVE CAPACITYDATE SIGNED
(MM-DD-YYYY)



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 9 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Collin Seay, Police Lieutenant
Co-Submitter: Stacey Brechler-Knaggs
Date: 12/11/2020
Meeting Date: 12/15/2020



TITLE:

Consideration and Approval of Contract: Approval of contract for the Flagstaff Police Department's Officer Safety and Wellness Grant-Deliverable #5-Incentivize Physical Fitness. This contract is between the City of Flagstaff and Summit Health and Fitness for \$348.00 per participating police employee and not to exceed \$61,200.00.

STAFF RECOMMENDED ACTION:

Approve the contract between the City of Flagstaff and Summit Health and Fitness for \$348.00 per participating police employee and not to exceed \$61,200.00. The funding for this contract was awarded by a Community Oriented Policing Services (C.O.P.S) Microgrant, and there is no direct cost to the city.

Executive Summary:

In recent years, an alarming trend has emerged in which more police officers die by suicide than in the line of duty. The Flagstaff Police Department (FPD) has experienced critical incidents and tragically the suicides of two employed officers and the suicide of a former officer in the past ten years, in addition to a medical (PTSD-related) retirement. To counter these destructive trends, FPD is looking to initiate a state-of-the-art 360-Wellness program to pro-actively address issues that give rise to job-related stress. Officers can experience high stress levels from personal and professional relationships, shift work, financial strain, poor nutrition, and improper physical conditioning to the job each day. This pre-existing stress, coupled with a single critical incident or series of critical incidents, can become a breaking point for an individual officer. Deliverable #5 of this multi-phase program was to incentivize physical fitness by providing police staff a location to workout to increase overall wellness and fitness. This deliverable should increase employee wellness with a positive impact on employee satisfaction, decision making, and retention.

Financial Impact:

The City of Flagstaff was awarded a total grant amount of \$88,770.00, the contractual grant line item budget for gym membership will cover the overall expense of this deliverable. The cost would be covered entirely by the grant for \$348.00 per participating police employee and not to exceed \$61,200.00. This grant was not budgeted for in FY 2020-2021; however, there is sufficient budget within the police grants to cover these grant expenditures in FY 2020-2021.

Policy Impact:

The approval of this grant will have no direct impact on any policies of the Flagstaff Police Department.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Connection to Council Goal, Regional Plan, CAAP, and/or Strategic Plan: Effective Governance - Regional Plan (2030) - Planning, Public Safety, Goal PF.3 Provide high-quality emergency response and public safety services. Performance Based Budgeting priority of high performing governance and safe and healthy community.

Has There Been Previous Council Decision on This:

The Council has approved the acceptance of the C.O.P.S-Microgrant for Officer Safety and Wellness for \$88,770.00 during the August 16th, 2020 meeting. This contract is for Deliverable #5 as illustrated and budgeted in the original grant.

Options and Alternatives:

Approve the contract award between the City of Flagstaff and Summit Health and Fitness or deny it.

Background/History:

The C.O.P.S. Microgrant was awarded to the Flagstaff Police Department to create a new innovative approach to Officer Safety and Wellness with the design to reduce job-related stress, officer suicide, and to promote sound on and off duty decision making through increased training and a commitment to the wellness of our employees. This program will be summarized in a guidebook and delivered to the COPS Office for examination and review with the intention of being a model program for police agencies across the country.

The procurement done on this solicitation, was a formal Invitation for Bids. This solicitation was posted on Planet Bids from 9/11/2020 to 10/02/2020 and posted in the Arizona Daily Sun 9/20/202 and 9/27/2020. Four businesses submitted bid proposals; Summit Health and Fitness, Beta Boulderling Gym, LLC, Build Your Own Body and Insurgent Fitness, LLC. Summit Health and Fitness is the company we would like to award at \$348.00/ per person for a year, not exceed \$61,200.00.

Key Considerations:

This grant provides new opportunities to personally and professionally develop and retain the staff at the Flagstaff Police Department by implementing an innovative wellness program that is designed to be sustainable for years to come by creating in-house trainers and implementing healthier lifestyles and choices by our employees. We hope the program will promote de-escalation techniques and create healthier staff who will make sound and experienced decisions while serving the citizens of Flagstaff and upholding the mission of the Flagstaff Police Department.

Expanded Financial Considerations:

N/A

Community Benefits and Considerations:

Our officers will be able to improve their wellness at a state of the art training facility to better meet the demands of the community and provide excellent customer service to our community.

Community Involvement:

We will contract with Summit Health and Fitness from within the community to achieve the deliverable #5 within the grant project.

Expanded Options and Alternatives:

If this contract is approved, it will give all employees at the Flagstaff Police Department the opportunity to train and obtain wellness through physical fitness activities.

Attachments: 2021-31 Safety and Wellness Contract

Exhibit A-Bid Schedule

Exhibit C-Grant Provisions

**CONTRACT FOR SERVICES
FOR THE CITY OF FLAGSTAFF**

Contract No. 2021-31

This Contract is entered into this ____ day of _____, 2020 by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Summit Health and Fitness, an Arizona Limited Liability Corporation, ("Contractor").

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

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

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

Flagstaff Police Department - Safety and Wellness

and as more specifically described in the Scope of Work attached hereto as Exhibit A and Specifications attached to the Scope of Work.

2. Compensation: The Contractor shall be compensated \$348.00 per person per year membership, but not to exceed the amount of **sixty one thousand two hundred dollars (\$61,200)** for work performed under the Bid schedule, work performed under purchase order section identified in the Scope of Work attached hereto as Exhibit A. Payment shall be compensation in full for all terms necessary to provide a complete project with respect to each Bid item, purchase order, or amendment to the project.
3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as Exhibit B are hereby incorporated in this Contract by reference and shall apply to performance of this Contract, except to the extent modified in Exhibit A.
4. Grant Provisions: Contractor shall meet the Grant Provisions in the U.S. Department of Justice, Office of Community Oriented Policing Services, Grant Number 2020OCKWX0018 as set forth in Exhibit C.
5. Contract Term: The Contract shall be effective as of the date signed by both parties for one contract year.
1. Notice: Any formal notice required under this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Emily Markel
Senior Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
emarkel@flagstaffaz.gov

To Contractor:

Brian Schmitz
Owner
Summit Health and Fitness
1301 W. University Avenue
Flagstaff, AZ 86001
briancschmitz@gmail.com

With a copy to:

Stacey Brechler-Knaggs
Grants and Contracts Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, Arizona 86001
sknaggs@flagstaffaz.gov

With a copy to:

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

CONTRACTOR

Print name: _____

Title: _____

CITY OF FLAGSTAFF

Print name: _____

Title: _____

Attest:

City Clerk

Approved as to form:

EXHIBIT A

SCOPE OF WORK
SPECIFICATIONS / REQUIREMENTS OF BID

FLAGSTAFF POLICE DEPARTMENT – SAFETY AND WELLNESS

I. GENERAL INFORMATION

In recent years, an alarming trend has emerged in which more police officers die by suicide than in the line of duty. The Flagstaff Police Department (FPD) is experiencing a record number of critical incidents and tragically has experienced the suicides of two employed officers and the suicide of a former officer in the past ten years, in addition to a medical (PTSI-related) retirement. To counter these destructive trends, FPD is looking to initiate a state-of-the-art 360 Wellness Program to pro-actively address issues that give rise to job-related stress. Officers often bring high stress levels from personal and professional relationships, financial strain, poor nutrition, and improper physical conditioning to the job each day, and this pre-existing stress, coupled with a single critical incident or series of critical incidents, can become a breaking point for an individual officer.

The Flagstaff Police Department is incentivizing physical fitness for all FPD's employees. Research shows that police officers often are in worse physical health than the general population and are at greater risk for ailments such as high blood sugar, high blood pressure and abnormal cholesterol. To address this issue and incentivize physical fitness, FPD's program will provide each member of the department a year-long membership to a gym near their residence that is open, to enable those who work shifts to visit the gym at their convenience. Employees will still be encouraged to use the gym located within the police department on their workdays but will also be provided with a membership to attend a local gym outside from work to exercise during their personal time. A strong baseline of physical fitness leads to overall well-being and stronger esteem and mental health.

A. Scope of Services

The FPD's Officer Safety and Wellness program entails incentivizing the physical fitness of its 170 sworn and non-sworn employees. Specifically, this will entail providing a one-year, gym membership to each employee to encourage their going to the gym outside of work hours.

EXHIBIT B

STANDARD TERMS AND CONDITIONS

IN GENERAL

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

MATERIALS

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

be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

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

PAYMENT

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

include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

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

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

SERVICES

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

observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one-year warranty is in addition to, and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

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

INDEMNIFICATION, INSURANCE

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

CONTRACT CHANGES

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

EMPLOYEES AND SUBCONTRACTORS

- 46. **SUBCONTRACTING:** Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.
- 47. **NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition any Contractor located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02 Civil Rights which also prohibits discrimination based on sexual orientation, or gender identity or expression.
- 48. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Contract.

- 49. IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all State and Federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

- 50. TERMINATION FOR DEFAULT:** Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition Contract remedies provided for herein.
- 51. CITY REMEDIES:** In the event of Contractor's default, City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.
- 52. CONTRACTOR REMEDIES:** In the event of City's default, Contractor may pursue all remedies available at law, except as provided for herein.
- 53. SPECIAL DAMAGES:** In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- 54. TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
- 55. TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If this Contract is terminated, City

shall be liable only for payment for satisfactory materials and/or services received and accepted by City before the effective date of termination.

- 56. TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate this Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.
- 57. PAYMENT UPON TERMINATION:** Upon termination of this Contract, City will pay Contractor for satisfactory performance up until the effective date of termination. City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.
- 58. CANCELLATION FOR GRATUITIES:** The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.
- 59. CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511):** The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

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

- 65. ATTORNEYS FEES:** If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys fees, costs, professional fees and expenses.
- 66. FORCE MAJUERE:** There may be events that occur during the term of this Contract that are beyond the control of both the City and the Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God. These events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of this Contract.

There will be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the events described above, and the City will pay no additional costs incurred as a result of such events.

The parties agree to act in good faith to extend the Contract completion date without any penalty to the Contractor and that the extension will be in an amount of time equal to any temporary delay. This term supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

EXHIBIT C
Grant Provisions (attached)

CITY OF FLAGSTAFF
FLAGSTAFF POLICE DEPARTMENT – SAFETY AND WELLNESS
BID NUMBER 2021-31

BID FORM

PLEASE SEE THE SCOPE OF WORK ATTACHED TO THE CONTRACT AS *EXHIBIT A*, FOR REQUIRED SERVICES. ENTER THE SERVICE CHARGES/BID AMOUNTS FOR THE FOLLOWING AREAS AND ALL SERVICES SPECIFIED IN THIS SOLICITATION

12-MONTH GYM MEMBERSHIP

\$ N/A /month plus taxes and fees

TOTAL for One (1) Year \$ 348/ person/year

Miscellaneous Charges:

If miscellaneous charges apply, please state what item number they apply to, and what the charges are for. *In addition, if you will be charging a delivery fee/freight fee/fuel fee, please include that information here.*

(All charges must be included, no extra charges will be considered at a later date. Miscellaneous charges will be considered in determining the low Bid)

Brian Schmitz

Signature of Person Authorized to Sign Bid

Brian Schmitz

Printed Name

Owner

Title

09/28/2020

Date



GRANT PROVISIONS

Grant Project Title: Flagstaff Officer Safety and Wellness

Funding Agency: U.S. Department of Justice, Office of Community Oriented Policing Services

Grant Agreement No.: 2020CKWX0018

FEDERAL - GRANT PROVISIONS

The Contractor and its Subcontractor shall comply with the following grant provisions;

Applicable Laws

Compliance with all applicable Federal, State, and Local laws and regulations.

Awards to debarred and suspended parties

The City will not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Orders 12549 and 12689, ``Debarment and Suspension."

Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

(1) The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Equal Employment Opportunity

Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

Clean Water and Air Act

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Resource Conservation and Recovery Act

Compliance with the Resource Conservation and Recovery Act (RCRA) requires federal agencies to assess the impact that debris, debris removal, hazardous wastes, and hazardous waste clean-up projects will have on air and water quality and take actions to prevent degradation. RCRA gives EPA the authority to control hazardous waste from the "cradle-to-grave" to facilities that generate hazardous materials and sets forth a framework for the management of non-hazardous waste (42 USC, 6901).

Conflicts of Interest

The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Copyrights

Reports, maps or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Patent Fees and Royalties

Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in Funding Agency Contracting Provisions for Construction Projects the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.

Responsible Contractors

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Access and Retention of Records

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

CODE OF FEDERAL REGULATION (CFR) - Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of

mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Jack Fitchett, Management Analyst
Co-Submitter: Stacey Brechler-Knaggs
Co-Submitter: David McIntire
Date: 12/11/2020
Meeting Date: 12/15/2020



TITLE:

Consideration and Approval to begin Contract Negotiations: Authorization to begin contract negotiations for the Flagstaff Pulliam Airport 31.45 acre parcel for master developer services.

STAFF RECOMMENDED ACTION:

Direct staff to proceed with contract negotiations for master developer services to begin with the highest scoring candidate, Genterra Enterprises, LLC

Executive Summary:

The City issued a procurement solicitation in August 2020 in the form of a Request for Statement of Qualifications (RSOQ) to identify qualified master developers for 31.45 acres of vacant land adjacent to the Flagstaff Pulliam Airport. The solicitation closed on September 15, 2020. After the RSOQ closed, an evaluation panel reviewed the submitted responses received. Final evaluation scores were tabulated in November of 2020 and Genterra Enterprises, LLC ("Genterra") was determined to be the highest scoring candidate,

City staff is now recommending that Council direct staff to proceed with contract negotiations with Genterra with the developer for master developer services. Any proposed contract resulting from the negotiations will be presented to City Council for review and approval. This process will likely take several months. Any proposed contract will need to address proposed development, design elements, marketing plan, compensation structure, leasing terms, and ongoing marketing and management of the property.

If the City and Genterra are unable to reach an agreement, then the City may commence contract negotiations with the next highest scoring candidate identified during the RSOQ process. Miramonte Homes and Kentwood Ventures (Joint Venture).

Financial Impact:

None at this time. The City does not have budgeted funding to pay for master developer services. As part of contract negotiations, the parties will reach an agreement as to compensation, with the desire that compensation be paid from revenues generated by the development. All revenue received by the City after costs associated with the project will be used to support the Airport.

Policy Impact:

N/A

Connection to PBB Key Community Priorities/Objectives & Regional Plan:**Regional Plan Alignment:**

The Regional Plan considers this an Employment Area and the uses outlined in the RSOQ are consistent with use as an Employment Area.

Priority Based Budgeting - Priority and Objective Alignment:

Sustainable, Innovative Infrastructure

- Utilize existing long-range plan(s) that identify the community's future infrastructure needs & all associated costs.
- Provide effective management of and infrastructure for all modes of transportation

Robust Resilient Economy

- Attract employers that provide high quality jobs and have a low impact on infrastructure and natural resources.

Has There Been Previous Council Decision on This:

Yes, in April 2020 Council provided direction to proceed with a procurement to identify a Master Developer to develop the parcel and be informed by the analysis presented.

Options and Alternatives:

1. Direct staff to proceed with contract negotiations with Genterra (recommended):
2. Reject all responses and direct staff to take other action (e.g. issue a new solicitation, or direct staff to sell property).

Background/History:

The City of Flagstaff (COF) owns 31.45 acres of undeveloped property on the Flagstaff Pulliam Airport. The property is identified as Assessor's Parcel Number 116-61-006A and is located east of Interstate 17, northwest of John Wesley Powell Boulevard, and southwest of South Pulliam Drive.

This property was released by the Federal Aviation Administration (FAA) in 1989 and may be developed or sold. Any revenues derived from the property should benefit the Airport. Residential use was discouraged by the FAA due to the proximity to the airport. The revenue generated from this parcel will directly support airport operations.

In September of 2019, Coffman & Associates with ESI Corporation conducted a market assessment of the 31.45-acre airport parcel. This assessment provided multiple options for the optimal disposition of this parcel including sale, lease, and other considerations for development and offered best potential uses of the land.

In April of 2020, Council provided staff direction to solicit potential master developers through a Request for Statement of Qualifications (RSOQ) process to develop the 31.45-acre airport parcel and maintain ownership of this parcel.

Purchasing staff published a Request for Statement of Qualifications (RSOQ) solicitation for Master Developer Services for the Flagstaff Pulliam Airport 31.45 acre parcel in the Arizona Daily Sun on August 16 and 23, 2020 and posted the solicitation to the City of Flagstaff's PlanetBids Website on August 11,

2020. On September 21, 2020, the City received 2 Statements of Qualifications (SOQs) from Master Developer firms.

A seven- member Selection Committee reviewed and evaluated the qualifications of the respondents, using the following evaluation criteria: Previous project experience, team qualifications, financial capacity, and adherence to vision.

Based upon the numerical scoring of the written SOQs, the Selection Committee identified the most qualified Firm to perform the Master Developer services for the Project and recommended to commence negotiations for a scope and fee proposal to be provided by Genterra Enterprises, LLC. Final scores of all firms are as follows:

- Genterra Enterprises, LLC: 647 points
- Miramonte Homes and Kentwood Ventures (Joint Venture): 508 points

Genterra Enterprises, LLC demonstrated, a clear recognition of the knowledge and clearly outlined the experience needed to represent the COF's vision in this undertaking, as well as understanding the schedule and collaboration requirements for completing this project.

Attachments: Market Assessment
 RSOQ
 Presentation



FLAGSTAFF AIRPORT



32-ACRE CONCEPT DEVELOPMENT PLAN

32-Acre Concept Development Plan
for
Flagstaff Airport

Prepared for
The City of Flagstaff

Prepared by
Coffman Associates, Inc.
in association with
ESI Corporation

April 2020

TABLE OF CONTENTS

Summary of Development Alternatives for the 32-Acre Parcel at Flagstaff Airport

Strengths and Constraints..... 1

Land Use Standards..... 2

Site Development Concepts..... 3

Summary.....9

Exhibits

1 Alternative 1..... 5

2 Alternative 2..... 6

3 Alternative 3..... 7

4 Alternative 4..... 8

5 Alternative 5..... 10

Attachment 1 – Market Assessment

Summary of Development Alternatives for the 32-Acre Parcel at Flagstaff Airport

The City of Flagstaff owns 32 acres of undeveloped property at Flagstaff Airport. This property is located east of Interstate 17, northwest of John Wesley Powell Boulevard, and southwest of South Pulliam Drive. The City engaged Coffman Associates, in association with ESI Corporation, to study the 32 acres of property to help identify the type of uses that could be supported based on existing and projected market conditions in the regional area.

This report summarizes five development concept alternatives for the 32-acre parcel owned by the City of Flagstaff. Alternatives 1 and 2 are based on the scenarios presented in the attached *Flagstaff 32-Acre Airport Parcel Market Assessment (Market Assessment)* which was prepared to identify the potential demand for development on the site based on the existing real estate market and trends in population and employment growth for the area. A copy of this report is included as **Attachment 1**.

Three additional concepts (Alternatives 3, 4, and 5) were also prepared. Alternatives 3 and 4 focus primarily on office and flex industrial/research and development land uses, while Alternative 5 takes a more general approach to development with flexibility built in. The five concept alternatives are provided to begin discussions about how the site could be developed; however, it is important to note that the market will dictate how the site will ultimately be developed.

The following sections include an overview of the site's strengths and constraints, the City of Flagstaff's land use standards applicable to the site, and a description of each of the alternatives.

Strengths and Constraints

Table 1 provides an overview of the strengths and constraints identified for the site as outlined in the *Market Assessment*.

TABLE 1
Strength and Constraint Summary

	Strength	Constraint
Site Connectivity	I-17 is a major north-south transportation corridor servicing Flagstaff and connecting east and westbound to I-40. At the I-17 airport exit the average daily traffic count is 33,438. The average daily traffic count at the I-17 traffic interchange east and westbound along John Wesley Powell Boulevard and Shamrell Boulevard is 2,043.	Extension of John Wesley Powell Boulevard to Lake Mary Road is not immediate and there is no definite timeframe or funding. This could constrain potential development options on the parcel.
Utilities	All major utilities (water, sewer, broadband, electric, and natural gas) are available at or near the site and can support future development.	
Flagstaff Airport	Regional commercial airport servicing northern Arizona with over 65,000 enplanements a year and projected to increase 85% by 2035. Two major carriers service the region providing flights to Phoenix, Los Angeles (seasonal), Dallas, and Denver.	Limited availability of long-term parking at the airport.
Labor Market	Projected employment growth of 15.4% from 2018-2026. Flagstaff has a sizable labor shed with 63% of workers living in Coconino County, 24% coming from other Arizona locations, and 13% from out of state.	Low unemployment rate and tight labor market. Ability to attract resident labor is hampered by Flagstaff's housing affordability. Over the last year the median home sales price increased by 12 percent.
Economic Factors	The Flagstaff Airport area has been identified as a future activity center for the City. Current activity includes a diverse mix of aviation and non-aviation businesses including manufacturing, office, and R&D. Estimated number of jobs in the airport area is 500.	Access to the airport from the east is constrained due to the fact that John Wesley Powell Boulevard does not currently connect to Lake Mary Road.

Source: *Flagstaff 32-Acre Airport Parcel Market Assessment, Table 3 – Strength and Constraint Summary*

Land Use Standards

Zoning: The parcel, which is zoned Highway Commercial, is part of Flagstaff Airport and is located east of Interstate 17 northwest of John Wesley Powell Boulevard and southwest of South Pulliam Drive. As outlined in the City of Flagstaff Municipal Code, the Highway Commercial zone supports a full range of automobile-oriented services. The provisions of this zone are intended to provide for convenient, controlled access and parking, without increasing traffic burdens upon the adjacent streets and highways. This zone is applied to commercial corridors with the intention of making the City more attractive as a tourist destination while providing needed commercial activity. The Highway Commercial zone also includes residential development options, with the provision that these types of uses are located above or behind commercial buildings that act as a buffer from nearby highway corridors.

The project area is outside of the Airport Overlay (AO) zone (Section 10-90.30.020).

Development Standards: Table 2 summarizes the Building Form Standards for the Highway Commercial zone as outlined in the City of Flagstaff Municipal Code. These standards outline the allowable building setbacks, height, and lot dimensions that would be applicable to development on the site. This information was used during preparation of the development concept alternatives.

TABLE 2
City of Flagstaff
Highway Commercial Zoning – Building Form Standards

Building Placement Requirements	
Front Setback (minimum, feet)	0 ¹
Side Setback (minimum, feet)	<ul style="list-style-type: none"> • Adjacent to Residential: 15 ft² • Exterior (minimum): 10 ft³
Rear Setback (minimum, feet)	<ul style="list-style-type: none"> • Adjacent to Residential: 15 ft • All other lots: 0 ft
Building Form Requirements	
Building Height (maximum, feet)	<ul style="list-style-type: none"> • 60 ft max • Conditional Use Permit required for structures over 60 ft
Gross Floor Area Ratio (maximum)	<ul style="list-style-type: none"> • 3.0⁴
Lot Requirements	
Area (minimum gross square feet)	9,000 sq ft
Width (minimum feet)	60 ft
Depth (minimum feet)	100 ft
Notes: 1. No front setback required, except when required by the adoption of building setback lines along specified streets. 2. Except that the setback from a proposed residential use in a commercial zone to other residential uses shall be 5' min. 3. Setback may be reduced to 5' min., if the landscape street buffer is reduced in accordance with Section 10-50.60.040(B), Nonresidential Zone Buffers. 4. Excludes residential square feet (gross) when above or behind commercial uses.	
Source: City of Flagstaff Municipal Code Section 10-40.30.040 <i>Commercial Zones</i>	

Parking: Parking requirements are dependent on the land use as outlined in City of Flagstaff Municipal Code Section 10-50.80 *Parking Standards*. **Table 3** provides example parking requirements for land uses that could potentially be developed on the site based on City's standards.

TABLE 3
City of Flagstaff
Example Parking Requirements

Land Use	Parking Requirements
General Retail Business	1 per 300 gsf
Restaurants or Cafes	1 per employee plus 1 per 100 gsf
Lodging	1 per 3 employees on largest work shift plus 1 per room or suite for rent plus 1 per 3 persons at the maximum capacity of each public meeting and/or banquet room
Office – General	1 per 300 gsf
Office – Medical	1 per employee plus 5 per doctor
Warehousing	1 per 2,000 gsf
Source: City of Flagstaff Municipal Code Section 10-50.80 <i>Parking Standards</i>	

Site Development Concepts

Table 4 summarizes the land use alternative scenarios from the *Flagstaff 32-Acre Airport Parcel Market Assessment*. Using the acreage distributions outlined in the table and the land use standards discussed above, corresponding site plan development concepts were prepared. Each of the alternatives includes an internal loop road with two access points to the existing local roadway system. The primary entrance

would be at the planned traffic circle at the intersection of John Wesley Powell Boulevard and Shamrell Boulevard and a second access point would be located on Pulliam Drive.

TABLE 4
Land Use Alternative Scenarios (Alternatives 1 and 2)

	Alternative 1	Alternative 2
Hotel	4.7	10.4
Retail/Services/Restaurants	4.7	12.1
Office	4.8	5.1
Flex Industrial Space/R&D	15	-
Medical Office	-	2.0
Roads, sidewalks, drainage, open space ¹	2.8	2.4
Note: 1. It is assumed that additional acreage needed for drainage and open space will be incorporated into the site plans for the specific parcels.		

Source: *Flagstaff 32-Acre Airport Parcel Market Assessment, Table 13 – Subject Site Land Use Alternative Scenarios*

Each of the alternatives envisions a mix of industrial, medical office, and hotel development on the site. Current trends in development of these types of land uses are summarized as follows:

Industrial: Many of the industrial buildings built today consist of small bay industrial flex space with a sizeable amount of office in the front and production space in the back. Developers prefer to build industrial with a 90-foot depth and as wide as they can fit on the parcel to allow for divisible space among multiple tenants.

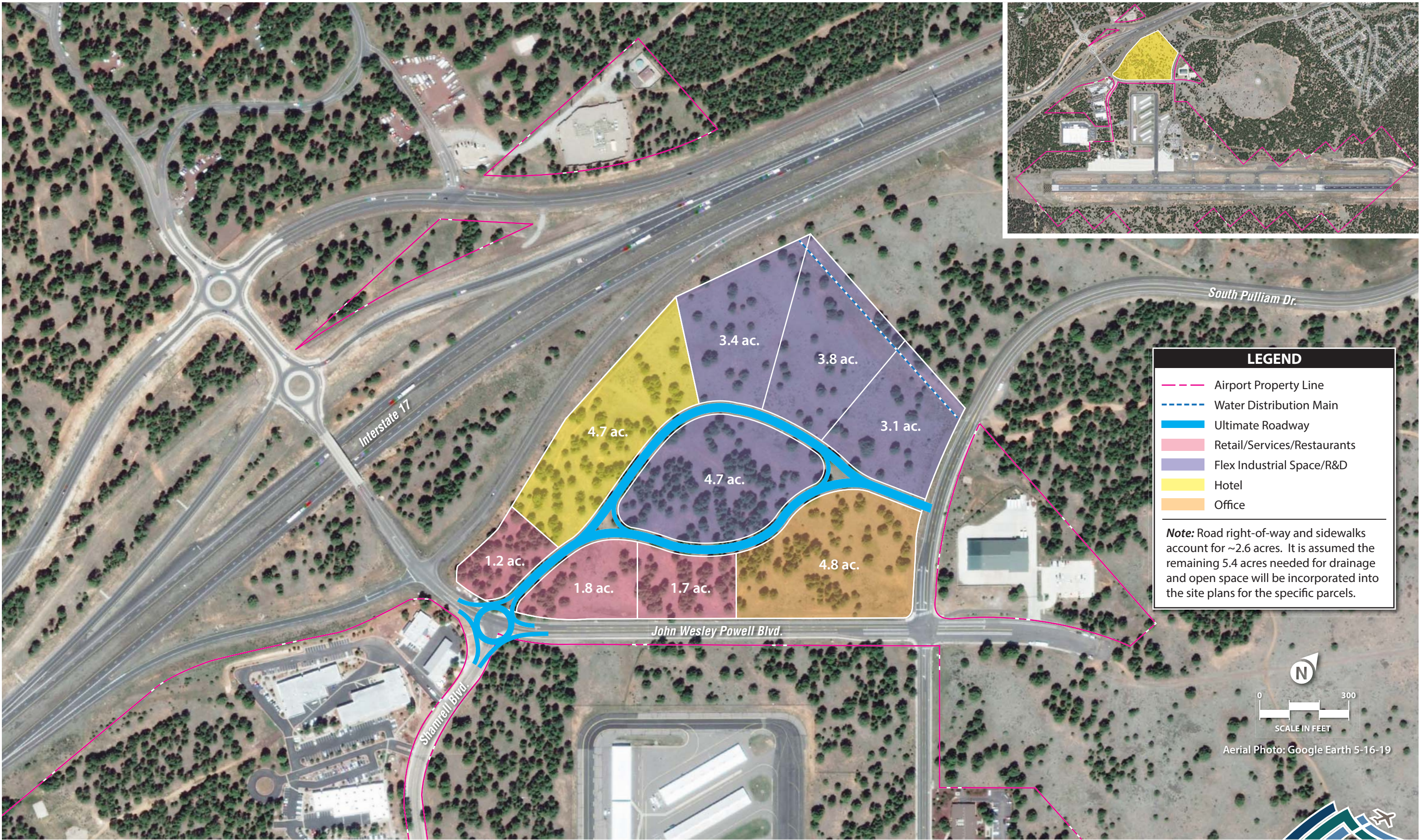
Medical: Medical offices today have a retail component, which is driven by consumer demand and a shift toward faster and more convenient medical services. As a real estate strategy, healthcare is increasingly looking for highly visible retail locations with convenient parking for their customers.

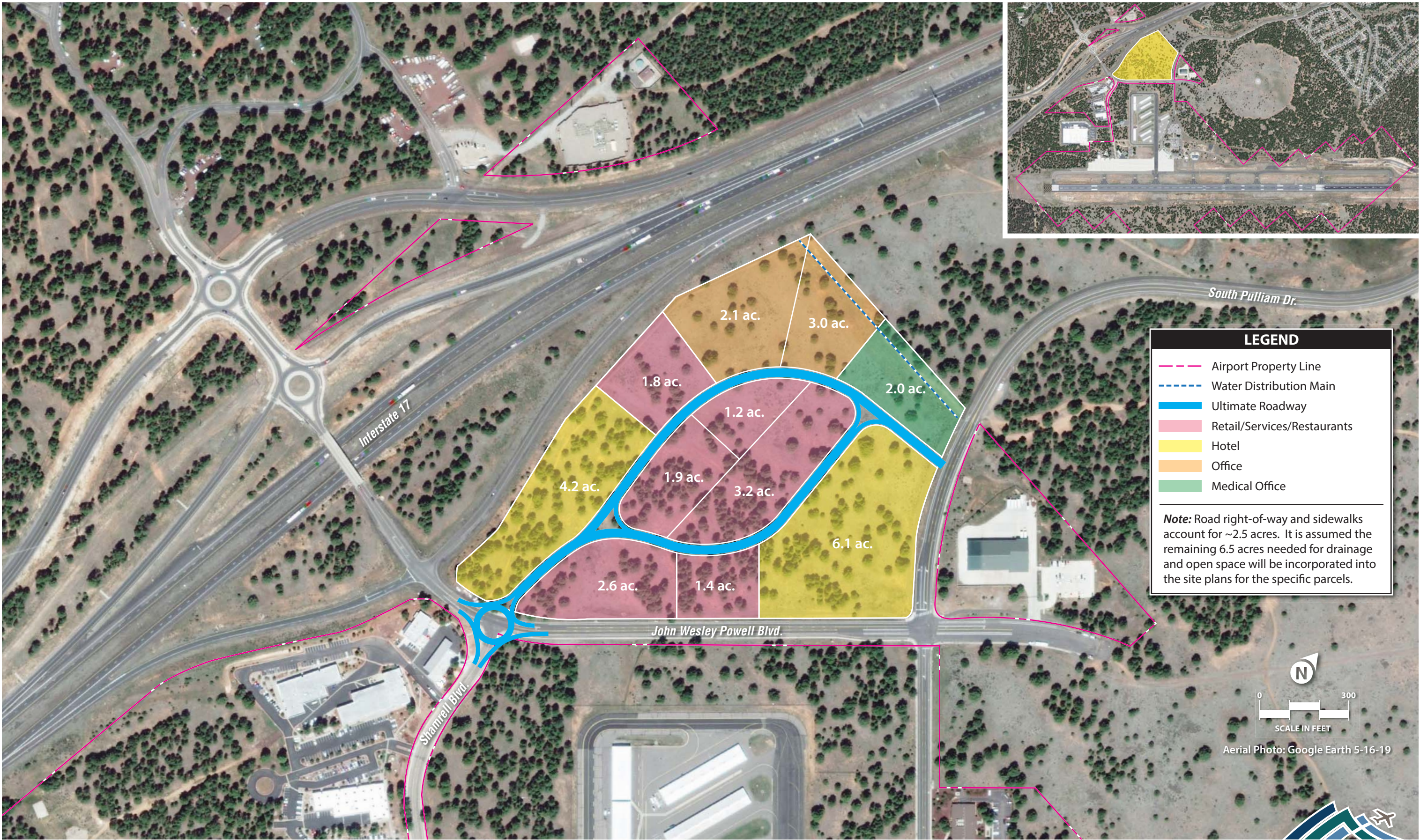
Lodging: Co-branded hotels are experiencing economies of scale by locating on the same site, such as limited service and extended stay hotels, which have different price points. This allows them to maximize the footprint of the site and share parking, sales and marketing staff, back-of-house operations, executive staff, or amenities. The decision to co-brand properties is based on whether the market can support two branded hotels existing together.

As noted in the *Market Assessment*, Alternative 1, shown on **Exhibit 1**, represents a natural expansion of existing uses currently in the area today including manufacturing, office, research and development, and aviation support. It also includes the addition of lodging and other travel-related retail/services.

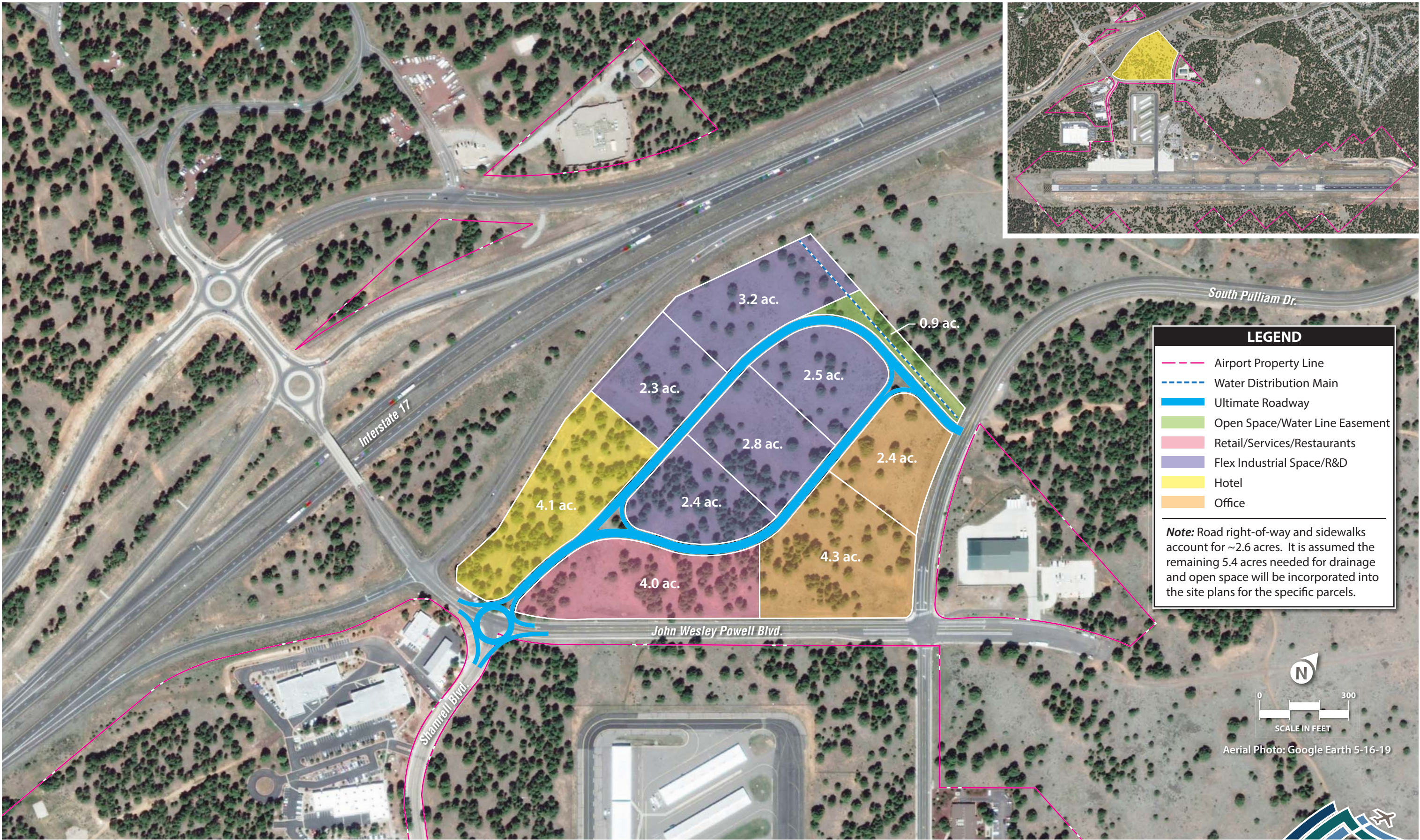
Alternative 2, shown on **Exhibit 2**, recognizes the lack of existing resident amenities south of the I-40 corridor such as retail, medical, and other services. This alternative envisions the northeastern extension of John Wesley Powell Boulevard and the ability to capture the current customer base as well as attracting the existing population south of the airport exit extending to Munds Park. Lastly, it envisions the development of vacant parcels, identified in the City's General Land Use Plan, located south of I-40 in the City of Flagstaff and the County.

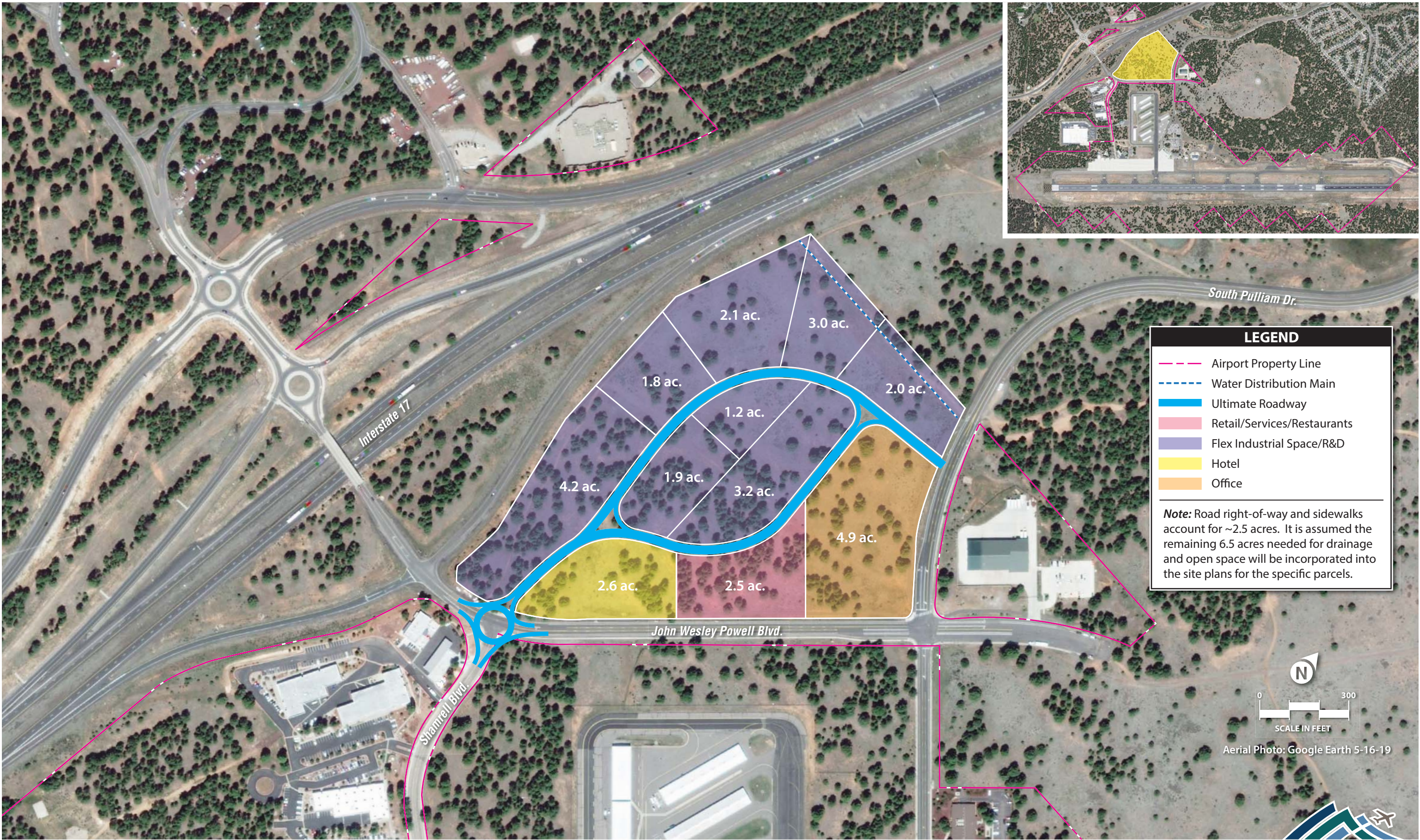
As noted previously, two additional alternatives were prepared. Alternatives 3 and 4 (**Exhibit 3** and **Exhibit 4**) include a larger percentage of land devoted to industrial development when compared to





FLAGSTAFF AIRPORT





Alternatives 1 and 2. These alternatives also include a hotel site, one parcel for travel-related retail or a restaurant, and office development on the eastern portion of the site. The distribution of the land uses for these alternatives is summarized in **Table 5**.

TABLE 5
Land Use Alternative Scenarios (Alternatives 3, 4, and 5)

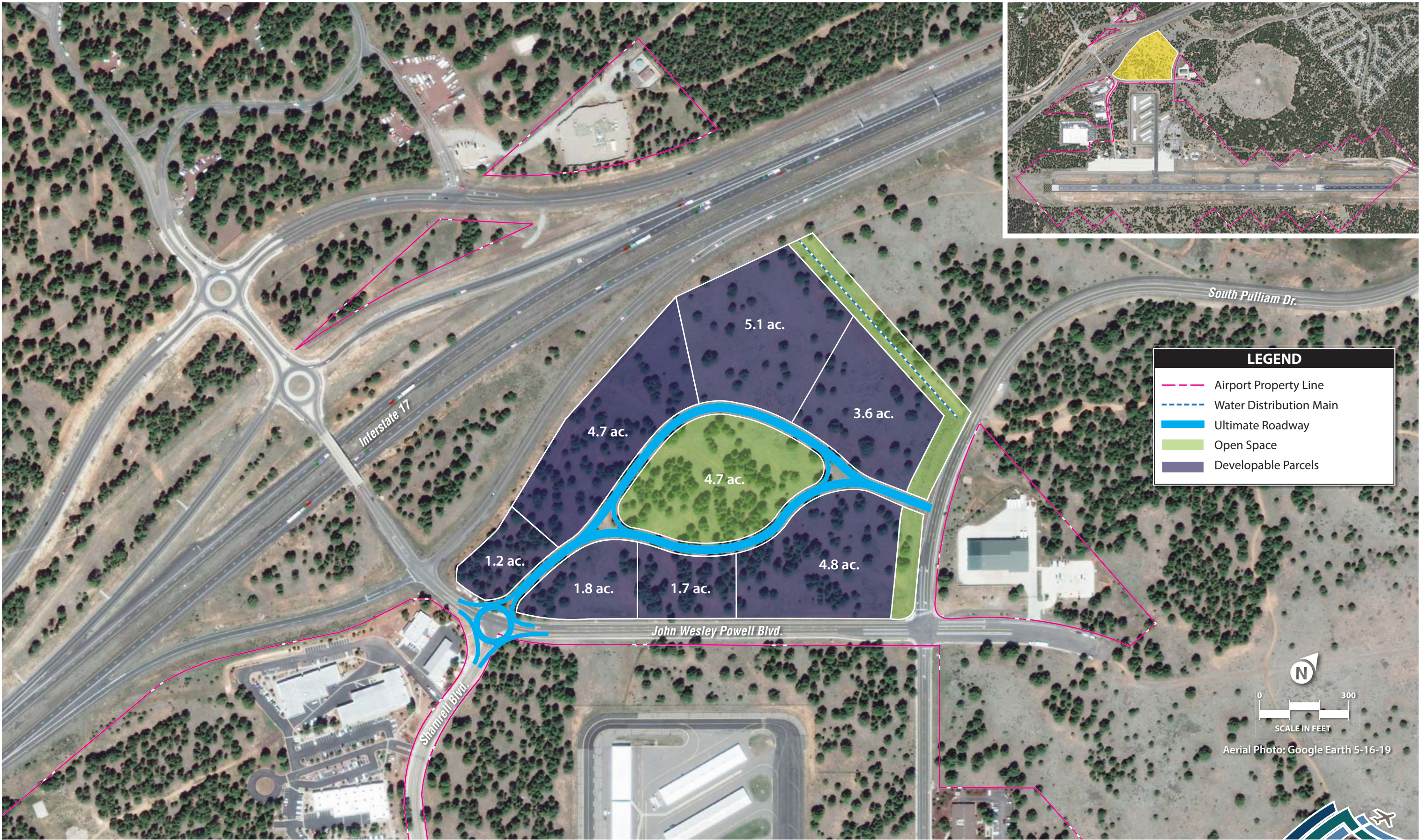
	Alternative 3	Alternative 4	Alternative 5
Hotel	4.1	2.6	--
Retail/Services/Restaurants	4.0	2.5	--
Office	6.7	4.9	--
Flex Industrial Space/R&D	13.2	19.4	--
Developable Land (no designation)	--	--	22.9
Roads, sidewalks, drainage, open space ¹	4	2.6	9.1
Note: 1. It is assumed that additional acreage needed for drainage and open space will be incorporated into the site plans for the specific parcels.			

Source: Coffman Associates analysis

Finally, Alternative 5 depicted on **Exhibit 5**, illustrates a more generalized approach to development that allows approximately 23 acres of developable land that could take the form of various land uses mentioned above or another approach based on demand or direction from the City. It also allows for more open space and is sensitive to aesthetics adjacent to South Pulliam Drive.

Summary

This study provides an evaluation of potential demand and possible uses on the 32-acre parcel at Flagstaff Airport. City of Flagstaff staff members have met during the course of the study to provide input into the *Market Assessment* and development alternatives. On April 7, 2020, a presentation was given to the Flagstaff City Council that outlined the findings of the *Market Assessment* as well as a detailed description of the development alternatives. Moving forward, City staff is coordinating with the City Council to determine next steps for the development of the 32-acre site.



Attachment 1
Market Assessment

FLAGSTAFF 32-ACRE AIRPORT PARCEL MARKET ASSESSMENT

September 2019

Table of Contents

Report Considerations and Limiting Conditions.....	1
1. Site Assessment.....	2
<i>Socio Demographics.....</i>	<i>2</i>
<i>Airport Existing Uses</i>	<i>4</i>
<i>Airport Activity Forecast</i>	<i>4</i>
<i>Site Strengths and Constraints.....</i>	<i>5</i>
2. Market Analysis.....	7
<i>Population, Employment.....</i>	<i>7</i>
<i>Labor Force.....</i>	<i>7</i>
<i>Existing and Planned Commercial Real Estate.....</i>	<i>9</i>
<i>Lodging.....</i>	<i>11</i>
<i>Trade Leakage/Surplus</i>	<i>12</i>
<i>Real Estate Market Demand</i>	<i>13</i>
3. Potential Uses.....	14
<i>Land Use Alternatives</i>	<i>15</i>

List of Tables

Table 1 – Business and Employment for 5, 10 and 15 Minute Banded Drive Times	4
Table 2 – Flagstaff Airport Forecast	4
Table 3 – Strength and Constraint Summary	5
Table 4 – Population and Employment Projections.....	7
Table 5 – City of Flagstaff and Flagstaff MSA Labor Force Trends.....	7
Table 6 – Where Workers Live - Top 10 Locations.....	8
Table 7 – Sectors of Flagstaff Employment, Residents and Nonresidents	9
Table 8 – Flagstaff Retail, Office and Industrial Space.....	9
Table 9 – Employment Center Dominate Sectors.....	11
Table 10 – Flagstaff Lodging Statistics	12
Table 11 – Flagstaff Estimated Retail Sales and Trade Surplus.....	12
Table 12 – Real Estate Demand Forecast, 2030.....	13
Table 13 – Subject Site Land Use Alternatives.....	15

List of Figures

Figure 1 – Airport 32-Acre Parcel.....	2
Figure 2 – Subject Site, 5-10-15 Minute Drive Time	3
Figure 3 – Flagstaff Labor Force, Employment and Unemployment Rate, 2014-2018.....	8
Figure 4 – Flagstaff Employment Centers	10

Report Considerations and Limiting Conditions

This market assessment prepared by ESI Corporation is subject to the following considerations and limiting conditions. The analysis will be based on development information and data provided by the City of Flagstaff. The following general conditions apply.

- It is our understanding that this market assessment is for your planning purposes. Our report, nor its contents, nor any of our work were intended to be included and, therefore, may not be referred to or quoted in whole or in part, in any registration statement, prospectus, public filing, private offering memorandum, loan agreement or other agreement or document without our prior written approval, which may require that we perform additional procedures, nor can it be used for any purpose other than as expressly stated in this report.
- Except as specifically stated to the contrary, this market assessment will not give consideration to the following matters to the extent they exist: (i) matters of a legal nature, including issues of legal title and compliance with federal, state and local laws and ordinances; and (ii) environmental and engineering issues, and the costs associated with their correction.
- The reported findings presented in this report will represent the considered judgment of ESI Corporation based on the facts, analyses and methodologies described in the report.
- All direct and indirect written information supplied by the client, its agents and assigns, concerning the Subject Property is assumed to be true, accurate and complete; additionally, information identified as supplied or prepared by others is believed to be reliable. However, no responsibility for the accuracy of such information is assumed.
- This market assessment is intended to be read and used as a whole and not in parts.
- Our analyses are based on currently available information and third party data, which is subject to uncertainty and variation. Accordingly, we do not represent them as results that will be achieved. Some assumptions will not materialize and unanticipated events and circumstances may occur; therefore the actual results achieved may vary from the estimated results.

1. Site Assessment

The 32-acre parcel, owned by the City of Flagstaff, is situated at the northwest corner of John Wesley Powell Boulevard and South Pulliam Drive adjacent to the Flagstaff Airport, as presented in Figure 1. A site assessment was prepared utilizing findings from other reports and plans, evaluating population and employment within the area, as well as conducting interviews with utility providers. This site assessment is based on the parcel's ability to support development given its location in the region, available utilities, zoning, proximity to workforce and other economic factors.

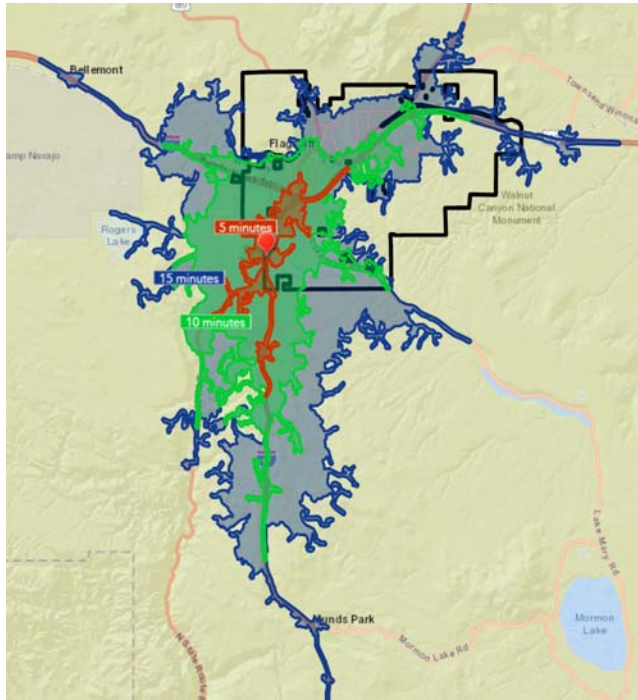
Figure 1 – Airport 32-Acre Parcel



Socio Demographics

An analysis of the demographics surrounding the airport was prepared to understand the density of population and potential workforce. The intersection of I-17 and JWP Boulevard was used as a centroid for a 5, 10 and 15 minute drive time to the site. The geographic area for the 15 minute drive time, represented in Figure 2 shaded blue, is extensive and extends northwest to Belmont, south to Munds Park, east to Walnut Canyon Road and north along SR 89 past Winona Road.

The population within 5 minutes of I-17 and JWP Blvd is 5,871 and expands to 42,493 within 10 minutes and 75,082 within 15 minutes. The median age for 5 minutes is 29.1 with 55 percent of the population having a Bachelor's Degree or higher. Employment within 5 minutes of the intersection is 3,446, of which 65 percent are employed in white collar professions such as management, business, financial and sales.

Figure 2 – Subject Site, 5-10-15 Minute Drive Time

	5 Min	10 Min	15 Min.
2018 Population	5,871	42,493	75,082
2023 Population	6,068	44,582	78,751
2018 Households	2,290	13,363	25,703
2023 Households	2,363	14,218	27,191
Median Household Income	\$54,635	\$44,317	\$50,991
Median Age	29.1	24.4	27.9
Bachelor's Degree	30.2%	27.7%	25.8%
Graduate/Professional Degree	25.2%	18.4%	18.9%
Employed Population	3,446	22,557	41,321
White Collar	64.5%	59.2%	60.0%
Services	22.3%	26.7%	23.2%
Blue Collar	13.2%	14.1%	16.8%
Total Business Establishments	179	1,634	3,345
Total Employees	2,576	23,872	44,848

Source: Esri Business Summary 2018

Within 10 minutes, access to an employed population increases to 22,557. This cohort is younger at 24.4 years of age and is still highly educated with 46 percent earning a Bachelor's Degree or higher. Finally within a 15 minute drive time you can reach a population of 75,082 of which 41,321 are employed. This cohort has the highest percentage in blue collar professions such as construction, production and transportation.

An additional analysis of the drive time was prepared using a banded approach to identify the key industry sectors and employment within each of the banded drive time polygons. The concentration of business establishments and employment is presented in Table 1. Within the 5 minute drive time, which extends north along Milton Avenue to University Avenue, employment in retail trade, accommodations and food services and drinking places is significantly more than the other two geographies. Also of note, manufacturing establishments and jobs are nearly equally represented in each of the three geographies.

Table 1 – Business and Employment for 5, 10 and 15 Minute Banded Drive Times

Banded Drive Time	0 - 5 minute		5 - 10 minute		10 - 15 minute	
Business Type	Businesses	Employment	Businesses	Employment	Businesses	Employment
Totals	179	2,576	1,455	21,296	1,711	20,976
Retail Trade	13%	22%	13%	15%	16%	16%
Manufacturing	2%	3%	3%	4%	2%	2%
Professional, Scientific & Tech Services	9%	3%	10%	6%	10%	5%
Health Care & Social Assistance	4%	3%	8%	6%	12%	22%
Real Estate, Rental & Leasing	9%	3%	7%	3%	5%	2%
Accommodation	4%	5%	3%	4%	2%	2%
Food Services & Drinking Places	13%	25%	10%	15%	6%	9%

Source: Esri 2018 Business Summary

With the planned extension of JWP Boulevard adjacent to the northwest side of the airport, the drive time polygon will likely change resulting in a greater capture of population and workforce within all three drive times.

Airport Existing Uses

Current business activity surrounding Flagstaff Airport includes office, manufacturing, research and development, government and transportation. There is an existing business park that consists of 91,500 square feet and is currently 86 percent occupied, with office, lab space and light manufacturing.¹ The airport has aviation support business which includes rental car agency, and a café.

Absent from the immediate area are other airport related commercial and service related business, such as hotels, coffee houses, and dining options.

Airport Activity Forecast

The Flagstaff Airport also contributes to the vitality of the area. The 2018 Flagstaff Airport Master Plan provides a baseline year of 2015 and forecasts through 2035 for enplanements and operations. Annual enplanements of passengers is projected to reach 125,000 by 2035, with annual operations increasing 26 percent, to nearly 60,000 as presented in Table 2. According to City staff, the enplanements for 2018 reached 70,176. These aviation forecasts indicate the potential for significant growth in airport activities in the future, and in fact the 2018 enplanements total 67,793.

Table 2 – Flagstaff Airport Forecast

	2015	2020	2025	2035	Projected Increase 2015-2035
Annual Enplaned Passengers	67,421	80,000	95,000	125,000	85%
Annual Operations	46,056	48,000	51,200	58,200	26%

Source: 2018 Flagstaff Airport Master Plan

¹ Jim Zemezouak, Boulders Realty Advisors, 3/11/19.

Site Strengths and Constraints

Table 3 provides a summary assessment of the 32-acre parcel's strengths and constraints.

Table 3 – Strength and Constraint Summary

Strength		Constraint
Highway Commercial Zoning	<p>Allowable land uses in this zoning category are broad including manufacturing, office, mixed use, restaurant, meeting facilities, lodging and various residential. Other uses such as R&D would require a conditional use permit.</p> <p>Allowable height is 60-65 feet (depending upon the design of the roof) with the ability to go higher under a conditional use permit.</p>	
Site Connectivity	<p>I-17 is a major north-south transportation corridor servicing Flagstaff and connecting east and westbound to I-40. At the I-17 airport exit the average daily traffic count is 33,438. The average traffic count at the I-17 traffic interchange east and westbound along JWP Blvd and Shamrell Blvd is 2,043.</p> <p>Future Northwest extension of JWP Boulevard to Lake Mary Road will boost connectivity to a workforce and customer base.</p>	Extension of JWP Boulevard to Lake Mary Road is not immediate and there is no definite timeframe or funding. This could constrain potential development options on the parcel.
Water	<p>There is a 12-inch water line within the ROW along JWP Blvd and along South Pulliam Drive. There is also a major transmission line on the northern boundary of the 32-acre parcel.</p> <p>The water capacity is 10.7 million gallons a day.</p>	
Sewer	<p>There is a 10-inch sewer line stubbed at the intersection of JWP Blvd and S. Pulliam Drive. The sewer line is large enough to service hotel, restaurant and most other uses. Wastewater capacity is 10 million gallons a day and operating at 56% capacity.</p>	

	Strength	Constraint
Broadband	Suddenlink has fiber optic cable along JWP Blvd and South Pulliam Drive. There's also an underground coaxle cable along Pulliam. Century Link has DSL cable in the ground.	
Electric	There is an existing substation west of I-17 that was recently updated. Conduit (without electric wires) comes to the corner of Shamrell Boulevard and JWP Boulevard with a switching cabinet 500-1,000 feet south.	Electric wires would have to be extended utilizing the existing conduit. Capacity could be limited. There is no dual feed or redundancy in the system. The capacity is between 5 to 7 megawatts.
Natural Gas	At the intersection of JWP Blvd and South Pulliam Drive is a 4-inch gas line, which can handle the type of development allowed under Highway Commercial zoning.	This line would need to be extended either north or west to service the parcel.
Flagstaff Pulliam Airport	Regional commercial airport servicing northern Arizona with over 65,000 enplanements a year and projected to increase 85% by 2035. Two major carriers service the region providing flights to Phoenix, Los Angeles (seasonal), Dallas and Denver.	Limited availability of long term parking at the airport.
Labor Market	Projected employment growth of 15.4% from 2018-2026. Flagstaff has a sizable labor shed with 63% of workers living in Coconino County, 24% coming from other Arizona locations, and 13% from out of state.	Low unemployment rate and tight labor market. Ability to attract resident labor is hampered by Flagstaff's housing affordability. Over the last year the median home sales price increased by 12 percent ²
Economic Factors	The Flagstaff Airport area has been identified as a future activity center for the City. Current activity includes a diverse mix of aviation and non-aviation business including manufacturing, office and R&D. Estimated number of jobs in the airport area is 500.	Access to the airport from the east is constrained due to the fact that JWP Blvd does not currently connect to Lake Mary Road.

² Trulia.com, accessed 3-13-19

2. Market Analysis

Population, Employment

As detailed in Table 4, the current population of Coconino County is 146,902 and is projected to grow to 161,021 by 2030, which represents a 9.6 percent increase. Flagstaff's current population is 73,991 and projected to grow at a faster pace than the County at 14.6 percent to 84,795 by 2030.³ Today, half of the Coconino County's population lives in Flagstaff and its market share is projected to increase through the year 2030. On the other hand, Flagstaff employment represents nearly 62 percent of total employment within the County. Projections show a slight decline in employment market capture through 2030.

Table 4 – Population and Employment Projections

Population	2018	2020	2026	2030	2018-2030 Change
Coconino County	146,902	149,769	157,361	161,021	9.6%
Flagstaff	73,991	76,122	81,842	84,795	14.6%
Percent of County	50.4%	50.8%	52.0%	52.7%	--
Employment					
Coconino County	71,108	73,576	81,506	87,262	26.5%
Flagstaff	43,956	45,196	49,537	52,803	20.1%
Percent of County	61.8%	61.4%	60.8%	60.5%	--

Sources: Arizona Office of Economic Opportunity, Coconino County 2016-50 Sub-County Population Projections; Office of Economic Opportunity, Arizona Labor Statistics (2016-2026); 2030 based on county annual growth projection; Flagstaff employment from Esri 2018 Business Summary, with County growth projections applied.

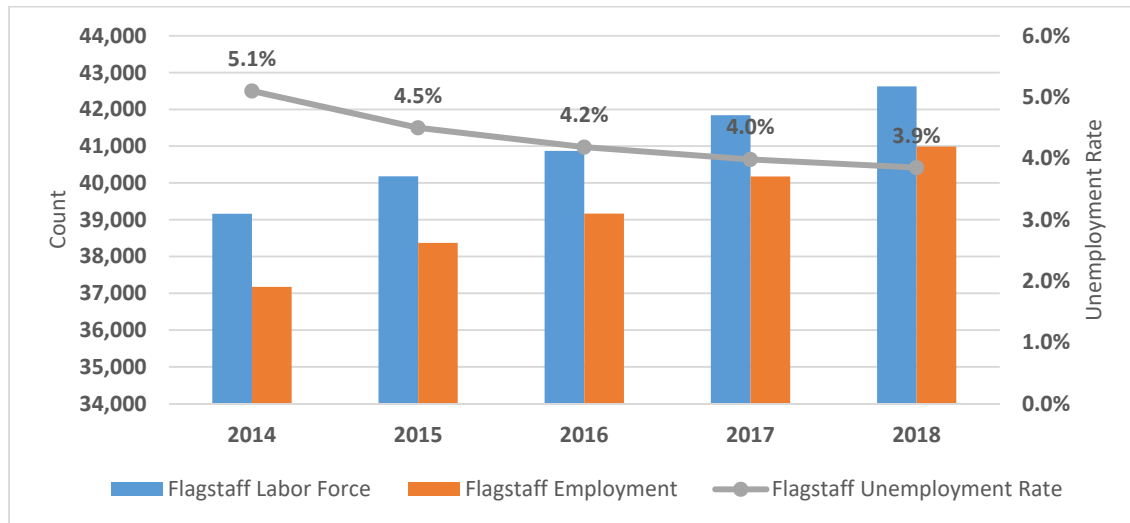
Labor Force

There are several measures used to gauge workforce trends in a region, such as employment, labor force growth, and unemployment rates, as shown in Table 5. Over the last five years Flagstaff employment increased 10.3 percent, which outpaced labor force growth at 8.0 percent. There has been a downward trend in the unemployment rate which posted 3.9 percent at the end of 2018, as seen in Figure 3. Similarly, the Flagstaff MSA experienced an 8.6 percent increase in employment with a corresponding increase of 6.7 percent in the workforce. At the end of 2018 the unemployment rate for the Flagstaff MSA was 5.4 percent. These indicators point to a tight labor market.

Table 5 – City of Flagstaff and Flagstaff MSA Labor Force Trends

	2014	2015	2016	2017	2018	2014-18 Change
Flagstaff Labor Force	39,163	40,178	40,872	41,840	42,625	8.8%
Flagstaff Employment	37,172	38,370	39,166	40,176	40,989	10.3%
Flagstaff Unemployment Rate	5.1%	4.5%	4.2%	4.0%	3.9%	-1.3%
Flagstaff MSA Labor Force	71,960	72,942	73,841	75,381	76,783	6.7%
Flagstaff MSA Employment	66,866	68,209	69,405	71,195	72,637	8.6%
Flagstaff MSA Unemployment Rate	7.1%	6.5%	6.0%	5.6%	5.4%	-1.7%

³ Arizona Office of Economic Opportunity, Coconino County 2016-50 Sub-County Population Projections.

Figure 3 – Flagstaff Labor Force, Employment and Unemployment Rate, 2014-2018

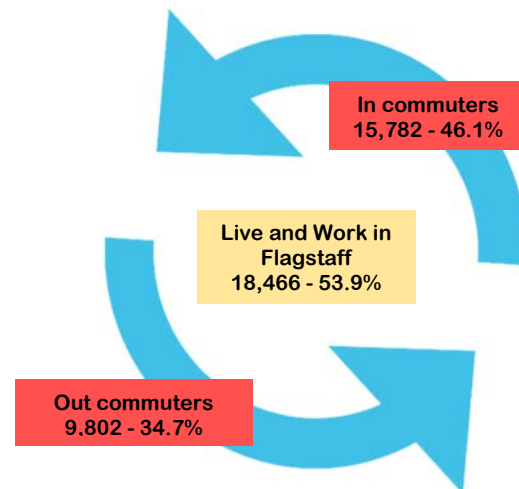
Source: Arizona Office of Economic Opportunity, Arizona Labor Statistics

The Flagstaff labor shed is quite large with 63 percent of workers living in Coconino County, of which 86 percent are Flagstaff residents. Another 24 percent of workers come from other Arizona locations, and 13 percent from out of state. The mean travel time for a Flagstaff resident is 15 minutes, while the mean travel time for Coconino County residents is 18 minutes.⁴ Table 6 shows that nearly 71 percent of workers come from Arizona locations, with the majority living in Flagstaff.

The latest worker inflow-outflow data from the U.S. Census indicates that 54 percent of Flagstaff residents both live and work in Flagstaff while 35 percent out commute to other locales. To supplement the worker base, another 46 percent commute into Flagstaff for work as depicted below.

Table 6 – Where Workers Live - Top 10 Locations

Total Primary Jobs	34,228	100.0%
Flagstaff	18,446	53.9%
Phoenix	1,507	4.4%
Doney Park CDP	1,408	4.1%
Kachina Village CDP	577	1.7%
Prescott Valley	386	1.1%
Cottonwood	357	1.0%
Verde Village CDP	349	1.0%
Mesa	346	1.0%
Prescott	304	0.9%
Glendale	288	0.8%
Williams	236	0.7%
Total Top 10 Arizona Locations	24,204	70.7%



Source: U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics

⁴ Source: U.S. Census Bureau, 2013-17 American Community Survey.

The industry sectors for all people (residents and nonresidents) who work in Flagstaff is presented in Table 7. Industries within the service sector dominates with 71 percent of all workers employed in primary jobs. A primary job, as defined by the Census, is the highest paying job (either public or private) for an individual worker for the year. Within this sector the key industries include: health care (20.3%), educational services (17.5%), accommodation and food services (14.6%), and retail trade (10.7%). Manufacturing also has double digit representation at nearly 12 percent.

Table 7 – Sectors of Flagstaff Employment, Residents and Nonresidents

All People Who Work in Flagstaff		
Health Care and Social Assistance	6,956	20.3%
Educational Services	5,986	17.5%
Accommodation and Food Services	4,992	14.6%
Manufacturing	4,014	11.7%
Retail Trade	3,679	10.7%
Public Administration	1,774	5.2%
Construction	1,227	3.6%
Administration & Support, Waste Management and Remediation	1,159	3.4%
Professional, Scientific, and Technical Services	944	2.8%
Other Services (excluding Public Administration)	750	2.2%
Arts, Entertainment, and Recreation	665	1.9%
Real Estate and Rental and Leasing	396	1.2%
Finance and Insurance	380	1.1%
Transportation and Warehousing	350	1.0%
Wholesale Trade	319	0.9%
Information	307	0.9%
Utilities	191	0.6%
Management of Companies and Enterprises	73	0.2%
Agriculture, Forestry, Fishing and Hunting	62	0.2%
Mining, Quarrying, and Oil and Gas Extraction	4	0.0%
Total Primary Jobs	34,228	100.0%

Source: U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics (Beginning of Quarter Employment, 2nd Quarter of 2002-2015).

Existing and Planned Commercial Real Estate

Information on square feet of existing retail, office and industrial space is from CoStar and presented in Table 8. Flagstaff has a relatively low vacancy rate at 4 percent in retail and office space. Industrial vacancy of 14 percent could be attributed to undesirable older space, which maybe more difficult to absorb.

Table 8 – Flagstaff Retail, Office and Industrial Space

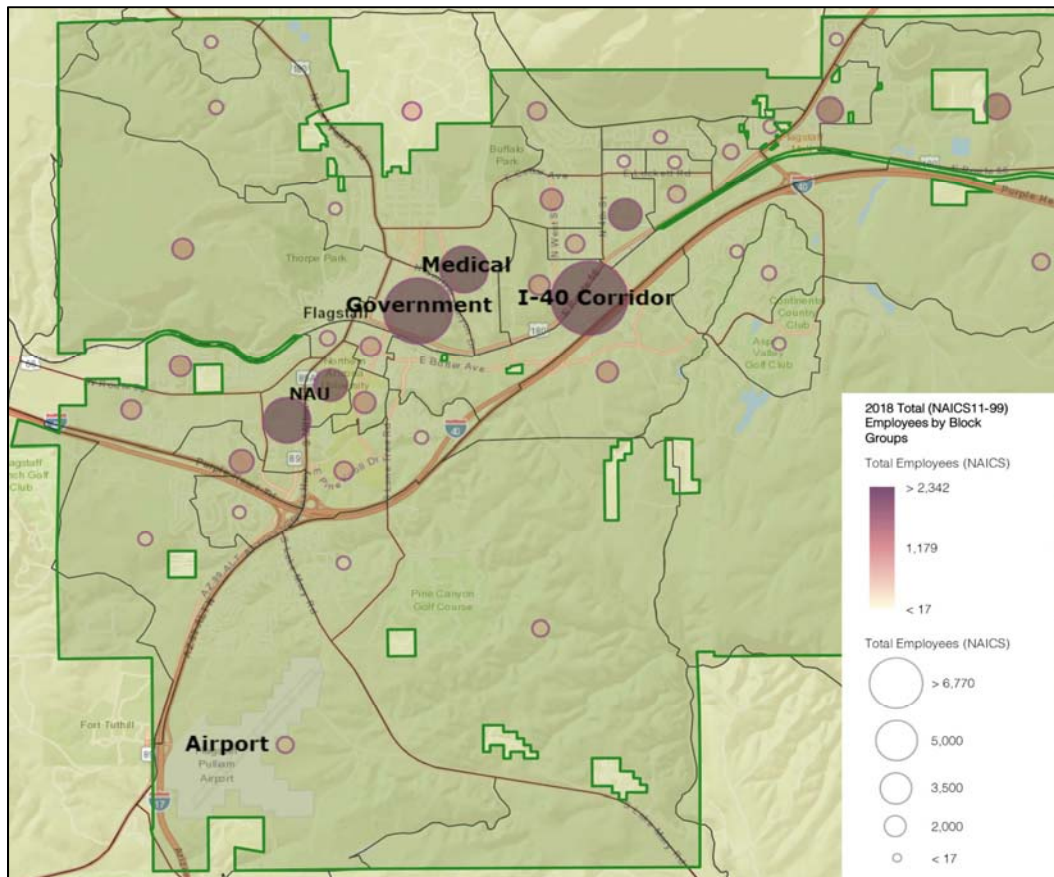
	Existing SF	Total SF Vacant	Total % Vacant
Retail	5,787,761	231,651	4.0%
Office	1,578,491	62,927	4.0%
Industrial	2,767,591	385,547	13.9%
Source: CoStar, January 2019			

Based on conversations with city staff and real estate brokers, there is very little new office or industrial space under construction or planned for the community. The inventory of industrial space is older and smaller around 5,000 square feet or less, with specialty industrial located around Butler Avenue. There is one available large industrial building known as the Walgreens distribution facility. Reportedly there is interest in the facility, but to date there are no announced plans. Based on the City's Development Status Reports for November 2018 and February 2019, there is a small amount of medical office space that is either planned or under construction.

Further analysis was conducted to understand the existing mix of business located in Flagstaff and the geographic employment concentration. Depicted in Figure 4 are several employment centers, some of which were analyzed for this assessment including:

- I-40 / Butler Avenue Corridor
- Government
- Medical
- NAU
- Airport

Figure 4 – Flagstaff Employment Centers



Source: Esri 2018

All of these centers (with the exception of the airport area) have a concentration of retail. Accommodation, food services and lodging are clustered near NAU and along the I-40/Butler Avenue corridor. Manufacturing is predominately located along the I-40/Butler Avenue corridor. Professional, scientific and technical services are centered within the NAU, government and medical nodes. The airport area has aviation related uses, warehousing, professional services and some manufacturing. The accompanying Table 9 details the dominate sectors with number of business establishments and employees associated with each.

Table 9 – Employment Center Dominate Sectors

Employment Center	Dominate Sectors	Number of Employees	Percent	Number of Businesses	Percent
I-40/Butler Avenue Corridor	Public Administration	1,178	17.4%	20	5.8%
	Retail Trade	1,152	17.0%	47	13.5%
	Accommodation & Food Services	862	12.7%	35	10.1%
	Wholesale Trade	530	7.8%	49	14.1%
	Manufacturing	423	6.2%	18	5.2%
Government	Public Administration	2,008	33.8%	57	10.6%
	Retail Trade	682	11.5%	74	13.7%
	Professional, Scientific & Tech Services	524	8.8%	97	18.0%
	Health Care & Social Assistance	458	7.7%	62	11.5%
Medical	Health Care & Social Assistance	3,252	86.4%	79	51.3%
	Retail Trade	80	2.1%	8	5.2%
	Professional, Scientific & Tech Services	62	1.6%	8	5.2%
	Real Estate, Rental & Leasing	60	1.6%	9	5.8%
NAU	Accommodation & Food Services	1,542	26.0%	65	20.1%
	Educational Services	1,115	18.8%	9	2.8%
	Retail Trade	1,019	17.2%	50	15.5%
	Professional, Scientific & Tech Services	274	4.6%	35	10.8%
Airport	Manufacturing	135	27.3%	1	1.9%
	Real Estate, Rental & Leasing	73	14.7%	13	25.0%
	Transportation & Warehousing	66	13.3%	7	13.5%
	Construction	29	5.9%	5	9.6%
	Professional, Scientific & Tech Services	13	2.6%	5	9.6%

Source: Esri Business Summary by Block Group, 2018

Lodging

The lodging statistics from SR Smith Travel Research measure the industry's performance over the last two years. Table 10, shows that Flagstaff's 2018 occupancy rate of 73.2 percent decreased 2.6 percent over the prior year. The average daily rate (ADR) of \$101.66 increased 1.1 percent and revenue per average room (RevPAR) of \$75.27 decreased 1.5 percent. The majority of lodging facilities are located north of the I-40 corridor.

Table 10 – Flagstaff Lodging Statistics

Year	Occupancy	ADR	RevPar
2017	75.2%	\$101.66	\$76.41
2018	73.2%	\$102.82	\$75.27
Percent Change	-2.6%	1.1%	-1.5%

Source: Star STR Smith Travel Research

According to city staff there are seven new hotels in Flagstaff, which indicates that demand generators such as tourism, commercial development, population and employment growth were significant enough to support the additional rooms. Forecasting the demand for additional hotel rooms is outside of this scope. However, Flagstaff is projected to grow in population, employment, tourism, and airport traffic, all of which are demand drivers.

Trade Leakage/Surplus

Flagstaff serves as a regional trade center in Coconino County. Residents living in communities as far north as Page and as far east as Winslow travel to Flagstaff to shop at the regional mall, dine in restaurants, and visit big box stores. In addition, Flagstaff has a robust tourism market that draws visitors in both summer and winter. According to CoStar data, Flagstaff has 5.7 million square feet of retail space with a 4 percent vacancy rate. For a resident population of 73,991, the square feet of retail space per resident amounts to 78 square feet, compared to the metro Phoenix area, which ranges between 35 and 45 square feet capita. The fact that Flagstaff is a regional trade hub and also supports a robust tourist trade contributes to the demand of retail space.

Flagstaff household budget expenditures in 2018 amounted to \$1.5 billion, of which 32 percent is spent on taxable items such as retail, food away from home, and beverage and entertainment. An estimate of sales tax collections for FY2018-19 was calculated using the last 6 months of 2018 data from the City's monthly tax revenue reports. While every community has some trade leakage, including Flagstaff, it is apparent that Flagstaff has more retail space for a community of its size, and is capturing 23 percent more taxable revenue than what could be generated by its residents. Table 11 further details this information.

Table 11 – Flagstaff Estimated Retail Sales and Trade Surplus

Household Budget Expenditures (Esri)	\$1,497,332,013
Taxable Retail Sales (Esri)	\$478,280,911
Flagstaff Estimated FY2018-19 Tax Collections	\$14,349,736
Calculated Sales based on City Tax Collections	\$623,986,692
Retail Trade Surplus	\$145,705,781
Trade Surplus as a Percent of Calculated Sales	23.4%

Increase in retail trade will be dependent upon a number of factors including resident and trade area population growth, expansion of wages, and tourism.

Real Estate Market Demand

A high level market analysis was prepared for retail, office and industrial space evaluating the potential for future demand through the year 2030, and is presented in Table 12. This analysis is based on January 2019 CoStar data and current and projected population and employment statistics for the City of Flagstaff from Arizona Office of Economic Opportunity and Esri. Findings of the analysis are used to identify land demand alternatives for the 32-acre parcel.

Retail Demand - The demand for retail space is based on resident household spending, office worker spending and additional capture of sales from a secondary trade area. ESI utilized Esri data for number of households and median household income, and Flagstaff sales tax revenue to estimate potential sales within retail, restaurant/bar and entertainment. Existing square feet of office space came from CoStar, with under construction square footage from the City's Development Status Reports.

Office Demand - The demand for office space is based on employment and employment growth within the office sectors. To determine if there is unmet demand for office space, ESI utilized Arizona Office of Economic Opportunity employment projections for Coconino County by sector and applied the percentages to Flagstaff. Assumptions were used to calculate office space jobs, such as finance, insurance, and professional services. Existing square feet of office space came from CoStar, with under construction square footage from the City's Development Status Reports.

Industrial Demand - Employment growth within the industrial sector was used to project the demand for industrial space in Flagstaff. Again ESI utilized the Arizona Office of Economic Opportunity sector employment projections for Coconino County and applied the percentages to Flagstaff. Assumptions were used to calculate the percentage of jobs that occupy industrial space. Existing square feet of office space came from CoStar, with under construction square footage from the City's Development Status Reports.

Based on the analysis findings, the City of Flagstaff through the year 2030 can support another 186 acres of retail, office and industrial space. Some of this demand could be absorbed by the 32-acre parcel.

Table 12 – Real Estate Demand Forecast, 2030

Land Use	New Sq. Ft. Supported by 2030	Floor to Area Ratio	Acres
Retail/Services/Restaurants	582,012	0.25	53
Office	398,282	0.35	26
Industrial	1,155,693	0.25	106
Total	2,135,986	--	186

3. Potential Uses

Flagstaff Airport is a gateway area and designated activity center for the City of Flagstaff. Within a 5 minute drive time of I-17 and JWP Boulevard there are 179 business establishments employing more than 2,500 employees. The Flagstaff Airport and its immediate area have a mix of uses that includes office, light manufacturing, research and development, government and transportation. There are an estimated 500 jobs in both aviation and non-aviation establishments.

The geographic area east of I-17 and south of I-40 is lacking basic community amenities for the population that lives there. Grocers, drug stores, coffee houses, financial and medical services are concentrated north of I-40 along Milton Road, 4th Street and US 89 north of Country Club Drive. The proposed extension of JWP Boulevard to Lake Mary Road will likely facilitate a new circulation pattern providing residents with easy access to the airport area and I-17. This eastward road extension will enhance connectivity to a customer and workforce base, which are key selling points for the subject site.

The geographic labor pool that Flagstaff draws from is quite extensive. As noted earlier, in-commuters represent 46 percent of the workforce, with 68 percent employed in service sector jobs such as health care, education, retail and accommodations and food services, and nearly 17 percent employed in goods producing jobs.

Flagstaff employment is projected to grow 20 percent by the year 2030. The sectors that show the greatest growth include health care and social assistance, real estate and rental and leasing; administrative support and waste management; accommodations and food services, and manufacturing. Professional, scientific and technical services are projected to grow but at a slower pace.

Given the combination of projected population and employment growth, the forecasted increase in airport passengers, and the sizable retail capture rate within the trade area, there are a wide range of uses that could be considered for the 32-acre parcel. These uses are currently allowed under the Highway Commercial zoning.

- Hotel(s) with meeting room facilities
- Restaurants (fast casual and sit down)
- Bars/taverns
- Micro brewery
- Medical/Dental Office
- Veterinary Clinic
- Professional Office
- Financial Services
- General Retail
- Biotech and R&D (need conditional use permit)
- Selected Manufacturing

Land Use Alternatives

Based on the 2030 real estate forecast, there is demand for an additional 2.1 million square feet of retail, office and industrial land uses. As mentioned earlier, the 32-acre Flagstaff airport parcel can absorb some of this demand. As an illustration, two land use alternative scenarios are provided for the 32-acre parcel. The first alternative scenario represents a natural expansion of existing uses currently in the area today including manufacturing, office, research and development, aviation support. It also includes the addition of lodging and other travel related retail/services.

The second land use alternative scenario recognizes the lack of existing resident amenities south of the I-40 corridor such as retail, medical and other services. This alternative envisions the northeastern extension of JWP Boulevard and the ability to capture the current customer base. It also envisions attracting the existing population south of the airport exit extending to Munds Park. Lastly, it envisions the development of vacant parcels, identified in the City's General Land Use Plan, located south of I-40 in the City of Flagstaff and the County. The second alternative is a mix of lodging, retail and office uses.

The following Table 13 summarizes the potential mix of uses and associated acres for each land use alternative scenario.

Table 13 – Subject Site Land Use Alternative Scenarios

Land Use Mix - Alternative 1	Acres	Floor to Area Ratio	Building Square Feet
Hotel	4	0.50	87,120
Retail/Services/Restaurants	5	0.25	54,450
Office	3	0.35	45,738
Flex Industrial Space/R&D	12	0.25	130,680
Roads, sidewalks, drainage, open space (25%)	8	--	--
Total	32	--	317,988
Land Use Mix - Alternative 2	Acres	Floor to Area Ratio	Building Square Feet
Hotel (2)	9	0.50	196,020
Retail/Services/Restaurants	10	1.25	108,900
Office	3	0.35	45,738
Medial Office	2	0.75	65,340
Roads, sidewalks, drainage, open space (25%)	8	--	--
Total	32	--	415,998
Note: Hotel is assumed to be 5 stories			

Land absorption for the 32-acre parcel will depend upon a combination of factors including the timing of JWP Boulevard extension, projected population and employment growth, and the potential development of vacant parcels south and north of the airport along I-17.



www.coffmanassociates.com

KANSAS CITY
(816) 524-3500

237 N.W. Blue Parkway
Suite 100
Lee's Summit, MO 64063

PHOENIX
(602) 993-6999

4835 E. Cactus Road
Suite 235
Scottsdale, AZ 85254



REQUEST FOR STATEMENT of QUALIFICATIONS

FOR

Master Developer Services

for

Airport 31.45 Acre Parcel

RSOQ NUMBER: 2021-06

August 2021

TABLE OF CONTENTS

Part	Page
i. PUBLIC NOTICE	3
I. GENERAL INFORMATION	5
A. Project Description.....	5
B. Scope of Services.....	6
C. Project Schedule	8
II. STATEMENT OF QUALIFICATIONS REQUIREMENTS	8
A. General Requirements	8
B. Interpretation of RSOQ Documents/Communications with the City	9
C. Delivery of Submittals.....	9
III. STATEMENT OF QUALIFICATIONS ORGANIZATION AND FORMAT	9
A. General	9
B. Format	10
C. Organization	10
IV. EVALUATION CRITERIA.....	11
A. Previous Project Experience	11
B. Team Qualifications	11
C. Financial Capacity	12
G. Adherence to Vision	12
V. EVALUATION AND SELECTION PROCESS.....	12
A. Overview	12
B. Qualification for Evaluation	12
C. Evaluation Committee	12
D. RSOQ Evaluation and Ranking Process.....	13
E. Interviews	13
F. Interview Instructions	13
G. Interview Ranking and Firm/Team Selection	13
VI. ADDITIONAL INFORMATION	14
A. Instructions	14
B. Owner's Rights	14
C. Release of Project Information	14
D. Contact with City Employees and Consultants	14
E. Contact with Elected Officials (Mayor, City Council, etc.)	14
F. Reservation of Rights.....	14
G. Protests	14
V. RSOQ ATTACHMENTS	
ATTACHMENT A – Non-Collusion Affidavit Form	16
ATTACHMENT B – Disclosure Form	17

PUBLIC NOTICE

City of Flagstaff

NOTICE of REQUEST for STATEMENT of QUALIFICATIONS (RSOQ 2021-06): MASTER DEVELOPER SERVICES For Airport 31.45 Acre Parcel

The City of Flagstaff (Owner) is seeking Statements of Qualifications (SOQ) from firms that are experienced in the development of municipal owned properties. The Owner is issuing this RSOQ to solicit qualifications from development firms and consulting teams that have a proven and positive track record and reputation for developing vibrant and successful development projects. Specifically, this RSOQ is regarding a 31.45-acre parcel, owned by the City of Flagstaff, situated at the northwest corner of John Wesley Powell Boulevard and South Pulliam Drive adjacent to the City of Flagstaff Pulliam Airport, 6200 S. Pulliam Drive, Suite 204, Flagstaff, Arizona (Airport).

A site assessment and market analysis were conducted, and the Flagstaff City Council on April 2020 gave direction to solicit master developers to create an effective development plan. The intent of this RSOQ is to determine qualified master development teams capable of designing and executing a cohesive plan for the leasing and development of this 31.45-acre parcel. Qualified teams will be evaluated, and a short list of respondents may be created. After which the Owner may then invite top respondents to give more detailed information about the proposed development project, timeline, impacts, benefits, and other pertinent information. The successful applicant will present their proposal to the Flagstaff City Council, where the final project design will be contingent on feedback and approval given by the Flagstaff City Council.

The services provided through this Services Contract (Contract) will include, but is not limited to:

The Owner is looking to work with a master development team through a long-term lease with the intent of bringing new office, retail, lodging, research, light manufacturing and other potential employers as outlined in the parcel site assessment. These businesses would benefit from the proximity to the airport and highway infrastructure already established. The parcel is zoned Highway Commercial (HC) and can have a multitude of development types and uses within its boundaries.

The selected Firm will be expected to enter into a base Contract that will be awarded at the Owner's discretion. Contracted services and associated fees will be negotiated after a qualified Firm is selected.

SCHEDULE OF STATEMENT DEADLINES

Advertise for Services:	August 16 and August 23, 2020
Pre-Submittal Conference Call	1:00 p.m. September 2, 2020
Last Day for Questions:	3:00 p.m. September 10, 2020
Statements of Qualifications Due:	3:00 p.m. September 15, 2020
Interviews (if necessary):	To Be Determined
Anticipated Award of Services Contracts:	To Be Determined

Complete RSOQ packets are available for download from the PlanetBids online bid platform website at <https://www.planetbids.com/portal/portal.cfm?CompanyID=27606>.

SOQs must be submitted electronically on the PlanetBids online bid platform website by 3:00 p.m. Local Time, Tuesday, September 15, 2020.

PRE-SUBMITTAL CONFERENCE CALL: Wednesday, September 2, 2020 at 1:00 p.m. Arizona on Microsoft Team Meetings. The pre-submittal meeting can be attended by requesting an invite, at least one (1) day before pre-submittal meeting, from the Purchasing Manager, Matthew Luhman mluhman@flagstaffaz.gov.

This is not mandatory.

The Owner reserves the right to reject any or all SOQs, to waive or decline to waive irregularities in any submittals, or to withhold the award for any reason it may determine.

Published August 16 and August 23, 2020 in the Arizona Daily Sun

INTRODUCTION

Pursuant to provisions of the City Charter, as well as provisions contained in this document, the Owner intends to establish a Contract for Master Developer Services. Included in this RSOQ document is the Scope of Work and Site Information for the 31.45-acre parcel to be developed.

I. GENERAL INFORMATION

The Owner is seeking SOQs from firms that are experienced in the development of municipal owned properties. The Owner is issuing this RSOQ to solicit qualifications from development firms and consulting teams that have a proven and positive track record and reputation for developing vibrant and successful development projects. Specifically, this RSOQ is regarding a 31.45-acre parcel, owned by the City of Flagstaff, situated at the northwest corner of John Wesley Powell Boulevard and South Pulliam Drive adjacent to the City of Flagstaff Pulliam Airport, 6200 S. Pulliam Drive, Suite 204, Flagstaff, Arizona.

A. Project Description

The City of Flagstaff is located in the heart of Coconino County and is known as the gateway to the Grand Canyon. Flagstaff is continuing to expand and attract industries and businesses in sectors such as biosciences, manufacturing, healthcare and environmental technologies, to name just a few. Flagstaff is home to Northern Arizona University (NAU) and Coconino Community College (CCC), and has a well-educated workforce with more than 44% of residents holding a bachelor's degree or higher.

Flagstaff is an attractive and vibrant city with a mid-sized population that serves as the geographical, retail, legal, medical, cultural, and recreational center of Northern Arizona. Flagstaff is surrounded by national forests and sits at the foot of Arizona's highest mountain, 12,634-foot Humphrey's Peak, which provides a wonderful backdrop. At an elevation of 7,000 feet, The Grand Canyon is only an hour away with numerous other tourism sites abounding in the region. Flagstaff is conveniently located along I-40 and I-17 in the northern part of Arizona. It is 78 miles south of the Grand Canyon and 125 miles north of Phoenix. It is imperative to have a healthy and reliable airport in the Flagstaff community and to also have businesses near the Flagstaff airport that continue to help it thrive.

The Flagstaff Airport adds to the multi-modal transportation system for its community. Currently, the Flagstaff Airport offers commercial air service through United Airlines and American Airlines with several rental car and general aviation partnerships. This air service offers leisure and business travel routes to larger airports in Phoenix, Arizona, Dallas/Fort Worth, Texas, and Denver Colorado.

A site assessment and market analysis were conducted for the 31.45-acre parcel and the Flagstaff City Council on April 2020 gave direction to solicit master developers to create an effective development plan. The intent of this RSOQ is to determine qualified master development teams capable of designing and executing a cohesive plan for the leasing and development of this 31.45-acre parcel. Qualified teams will be evaluated, and a short list of respondents may be created. After which the Owner may then invite top respondents to give more detailed information about the proposed development project, timeline, impacts, benefits, and other pertinent information. The successful applicant will present their proposal to the Flagstaff City Council, where the final project design will be contingent on feedback and approval given by the Flagstaff City Council.

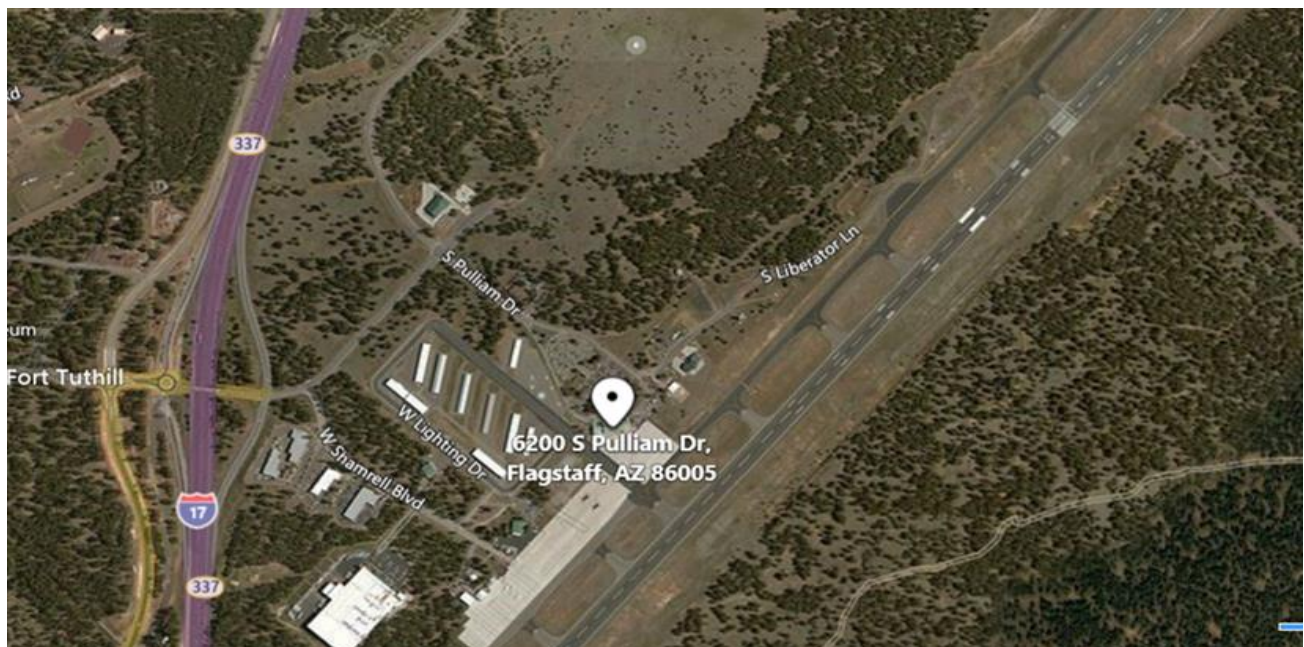
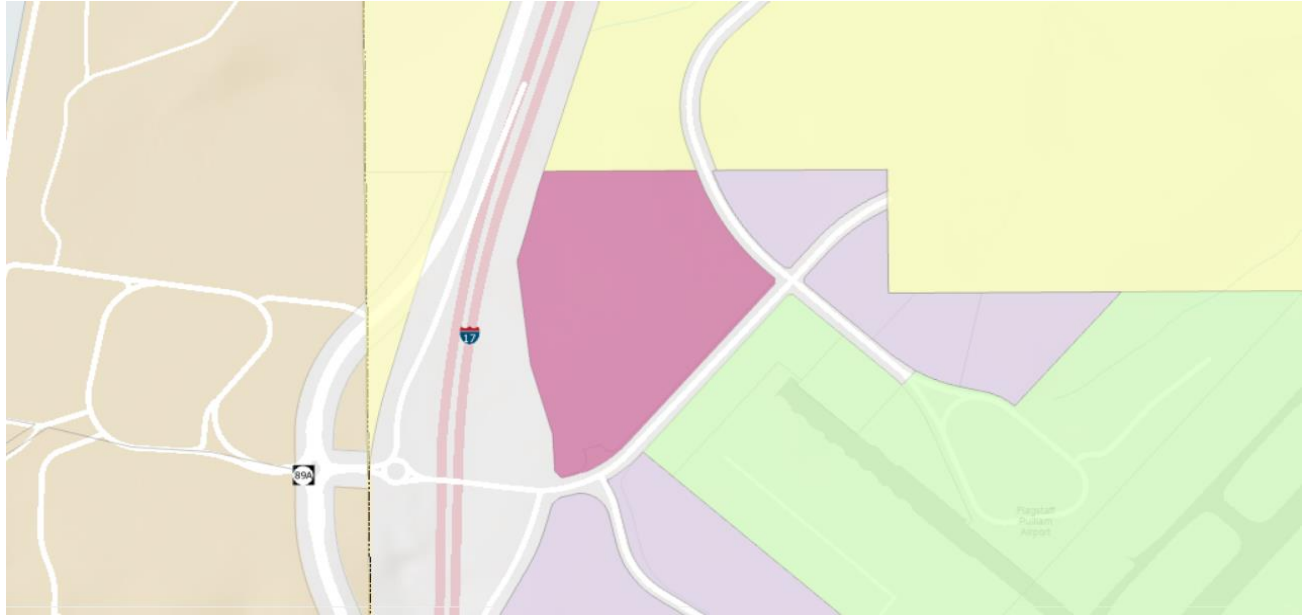
The services provided through this Services Contract will include, but are not limited to:

The Owner is looking to work with a master development team through a long-term lease with the intent of bringing new office, retail, lodging, research, light manufacturing and other potential employers as outlined in the parcel site assessment. These businesses would benefit from the proximity to the airport and highway infrastructure already established. The parcel is zoned Highway Commercial and can have a multitude of development types and uses within its boundaries.

The selected Firm will be expected to enter into a base Contract that will be awarded at the Owner's discretion. Contracted services and associated fees will be negotiated after a qualified Firm is selected.

B. Scope of Services

Project Description: The Owner is looking to work with a master development team through a long-term lease or other potential financing option with the intent of bringing new office, retail, lodging, research, light manufacturing and other potential employers as outlined in the parcel site assessment. These businesses would benefit from the proximity to the airport and highway infrastructure already established. The parcel (highlighted magenta in the first graphic below) is zoned Highway Commercial (HC) and can have a multitude of development types and uses within its boundaries.



Subject Site Information:

Parcel Number: 116-61-006A

Cross Streets: South Pulliam Dr. / West JW Powell Blvd.

Distance to Interstates/Freeways: Less than a mile from I-17, 2 miles from I-40

Distance to Flagstaff Airport: Less than a mile. Should comply with airport zoning overlay and additional FAA requirements.

Utilities: Natural Gas (Unisource), Telecommunications (Suddenlink/Century Link) Water & Wastewater (City of Flagstaff) / Electric (APS).

This property is located within a federal census tract designated as a Qualified Opportunity Zone and investments in this area may qualify for preferential federal tax treatment.

Vision and Expectations:

The Owner desires to select a development firm that demonstrates the necessary qualifications, experience, business acumen, industry position, and resources to best develop this site in accordance with the City's vision and expectation outlined below.

Our desire is to develop and lease an excellent commercial space that encompasses the entire 31.45-acre parcel. The ideal project would broaden and diversify the economic base for the City of Flagstaff, but also help expand on the targeted sectors that the city encompasses. The developer selected for this project should be able to incorporate the below elements into their plan. The COF is open to a variety of elements as long as the focus is to increase employment and support the airport.

Examples of desired project elements include:

- Professional Office Space
- Lodging
- Retail and Restaurant
- Light Industrial (Zoning appropriate)
- Research and Development
- Other Airport related industries encouraged

The City of Flagstaff conducted a site assessment through a third-party organization (Coffman & Associates and ESI Corporation). This assessment is attached and should be viewed prior to submitting the RSOQ to help gain a better understanding of some of these potential uses and concepts. A phased development approach may be acceptable, however all solicitations for this project must contemplate development and lease for the entire site.

Design:

The project design should incorporate the above-mentioned elements and should ultimately look, feel, and operate like a commercial district within the City of Flagstaff. At 31.45-acres, this is the largest parcel the City currently owns that can be developed.

Financial Consideration and Transaction Structure:

The City is seeking development of this parcel and for the selected firm to lease this land to potential employers. An ideal candidate will be able to not only design an effective plan and attract potential employers but also effectively manage the available real estate. The City is willing to entertain leases of 50 to 99 years.

The City will negotiate with the selected firm on compensation to be paid to the firm for its services, as part of any overall development agreement. The City has no upfront funding for the selected firm's services, therefore most likely funding will be generated by project revenues. Although the City reserves the right to participate in projects that create significant public benefit, such as public infrastructure beyond what would be necessary for the proposed development, there is currently no identified City funding for the development resulting from this RSOQ or resulting development.

Marketing:

Selected firm should have experience with attracting and retaining industries, specifically airport related industries, as well as serving the economic vitality needs of comparable sized cities.

The firm should share marketing strategies and best practices they have used on previous projects to show they have the skillset to market the parcel effectively and ongoing.

The firm should also share how much marketing would be suggested in order to have a successful implementation of the parcels and long-term strategy to fill the 31.45 acre parcel. This can include types of media they would recommend, costs, and other marketing objectives.

Failure to meet these minimum qualifications will result in a Statement being disqualified as nonresponsive. The Owner will not evaluate nonresponsive SOQs.

C. Project Schedule

Estimated project schedules will be determined at time of project scope and cost negotiations. It should be noted that any initial schedules are approximate and are dependent on funding availability from granting agencies.

II. STATEMENT OF QUALIFICATIONS REQUIREMENTS

A. General Requirements

The Contract will be awarded to the responsible Firm whose SOQ is responsive to this RSOQ and will be most advantageous to the Owner. The responsibility of the Firm will be determined based on factors described in Article 16 of the Procurement Code Manual.

The responsibility criteria include:

1. The Firm's capacity to do the work, including adequate finances, equipment, facilities, employees and competing commitments;
2. The competency and responsibility of the Firm's proposed subcontractors;
3. The Firm's experience in performing similar work;
4. The Firm's integrity and record of performance;
5. Positive factors, include, but are not limited to, timely completion within budget, quality of work, prompt resolution of problems, good working relationships, and the ability to resolve disputes without litigation;
6. Negative factors, include, but are not limited to, past contract terminations or deductions due to failure to perform; termination for cause due to breach; failure to comply with the contract; documented poor performance; customer complaints and/or negative references; unresolved disputes with project owners or subcontractors; and threats of litigation without merit. In addition, any of the grounds set forth in Article 30 of the Procurement Code Manual for suspension or debarment may be considered.
7. The Firm is qualified legally to contract with the Owner;
8. Whether the Firm has truthfully supplied all information concerning its responsibility requested by the Purchasing Agent; and

9. Whether the Firm holds any required and active valid State of Arizona license(s) to conduct business or to perform the work proposed.

Any single factor or combination of factors may be grounds for determination of non-responsibility. Additional factors shall include the Firm's past performance, specifically on the Owner's, or other public agency contracts. This includes threats of litigation, contract terminations for any reason, and the lack of ability to resolve disputes without litigation.

Responses to this RSOQ must be in the form of a SOQ, as outlined in this RSOQ and as allowed by A.R.S. Section 34-603(C). Submittals must be clear and concise, organized as indicated in the outline in Part III, and with all identified sections included. If, in the judgment of the Owner, a SOQ does not conform to the format specified herein, or if any section is absent or significantly incomplete, the Owner reserves the right to reject the submittal.

Interested Firms are required to submit information relative to their qualifications, experience and ability to meet the project goals and objectives and other criteria as listed. All information must be provided as requested for all Firm members and their key personnel to be assigned to the project. If selected, the Firm's key personnel identified and listed are required to perform their identified roles unless otherwise agreed to in writing by the Owner.

B. Interpretation of RSOQ Documents/Communications with the City

Firms who desire clarifications of the project, selection criteria, or submittal requirements shall restrict their inquiries to **written email communications only** to Matthew Luhman, Purchasing Manager, at mluhman@flagstaffaz.gov.

Address all queries that are project-specific (other than delivery of the SOQ), by email only to the Owner's Purchasing Section at the email address noted below:

City of Flagstaff
Matthew Luhman, Purchasing Manager
mluhman@flagstaffaz.gov

Requests for clarifications/questions must be received no later than **3:00 P.M. Thursday, September 10, 2020**.

The following procedures apply:

1. The Firm submitting the question will be responsible for its prompt delivery prior to the stated deadline for clarifications.
2. Interpretation or correction of the RSOQ Documents will be made only by issuance of a written addendum which will be made available on the PlanetBids website at <https://www.planetbids.com/portal/portal.cfm?CompanyID=27606> It is the Firm's responsibility to periodically check the website for updates and addenda. Issuance of addenda will not be provided to individuals or entities by the Owner. The Owner is not responsible for any explanations or interpretations of the RSOQ documents other than those made by written addendum and posted on the Owner's website.

C. Delivery of Submittals

SOQs must be submitted electronically on the PlanetBids online bid platform website at <https://www.planetbids.com/portal/portal.cfm?CompanyID=27606> by: **3:00 p.m. Local Time, Tuesday, September 15, 2020**. No hard copies will be accepted.

All information regarding the content of the specific submittals will remain confidential until an award is made, or all are rejected.

III. STATEMENT OF QUALIFICATIONS ORGANIZATION AND FORMAT

A. General

The SOQ should present clearly and accurately the experience, knowledge and capability of the Firm by providing a brief, straightforward, concise description of the Firm's ability to meet the requirements of this RSOQ. SOQ emphasis should be on quality, completeness, clarity of content and responsiveness to the requirements.

The SOQ should be fully self-contained, follow the format outlined below, and be without addenda. Presentations within the statement should reflect consideration of the specific evaluation criteria identified in Part IV, Evaluation Criteria.

B. Format

The Evaluation Committee will evaluate Firms submitting responses to this RSOQ based on the information provided in their SOQ and interviews, if conducted. To allow for a standard basis of evaluation, all SOQs are requested to follow a similar format.

SOQs will not exceed **fifteen (15) pages total** in length excluding front and back cover pages, section dividers, the title page, table of contents, signed transmittal letter, Affidavit of Non-Collusion, and Disclosure Form. The section dividers will not include text or graphics, other than the text identifying the appropriate section. Margins will be one inch and allowable pages will be 8 ½" x 11", and the font size no less than 11 point.

Combinations of text and graphic material may be used at the Firm's discretion. Firms are encouraged to employ any methods they consider appropriate in communicating facts and qualifications.

Do not include any design concepts, fees, or pricing related to this project with SOQ submittals. These materials will not be considered, and failure to comply with this provision may result in the rejection of the submittal.

FIRMS MUST SUBMIT SIGNED COPIES OF THE NON-COLLUSION AFFIDAVIT AND DISCLOSURE FORM WITH THEIR SOQ. These are contained in this RSOQ as **Attachment A** and **Attachment B**.

C. Organization

SOQs should be organized with sections/dividers as follows **(Include all of the following)**:

Cover:

The cover should contain the following relevant data as a minimum:

- Statement indicating response to: RSOQ for Master Developer Services – Airport 31.45 Acre Parcel
- RSOQ 2021-06
- Submittal due date and time
- Firm name
- Other information/graphics as desired

Title Page:

(One page maximum)

Include Firm name, addresses, email/website addresses, phone number, and name(s) of Principals. Provide a single point of contact name, title, phone number, and e-mail of person for correspondence during RSOQ solicitation.

Transmittal Letter:

(One page maximum)

Provide a transmittal letter on the Firm's letterhead identifying the Firm and introducing proposed key personnel. Include the proposed key personnel length of experience in both their respective industries and in their current companies. Confirm the availability of the key personnel identified in the SOQ. Briefly summarize the Firm's background and any distinguishing qualities or capabilities that uniquely qualify the Firm for this project. Provide an expression of the Firm's interest in being selected. Specifically, state that reasonable diligence has been exercised in the preparation of the SOQ and that all contents are true, accurate, and complete to the best of the signer's knowledge. Specifically, state that no exceptions are taken to the contents of the RSOQ, or specifically identify and explain any RSOQ item to which an exception is taken. Note: Exceptions taken may render a SOQ non-responsive, or exceptions taken may be considered in scoring the SOQ under relevant scoring criteria.

This letter is to be signed by the individual with authority to bind the Firm contractually. Please address the letter to:

Matthew Luhman, CPP, CPPB
Purchasing Manager
City of Flagstaff – Purchasing Division
211 West Aspen Avenue
Flagstaff, AZ 86001

Table of Contents:

The Table of Contents shall include all SOQ sections as listed below. (***Please tab the following SOQ sections as indicated below***)

IV. EVALUATION CRITERIA

A. Previous Project Experience **(Maximum 30 points)**

1. Describe projects (no more than three) which best represent the firm's direct applicable experience and capability to acquire, finance, and develop a commercial development as contemplated by this solicitation. Include brief project descriptions, a statement regarding the duration, financial and operational involvement with each such project following completion, and the name, address and telephone number of principal investors, owner(s), architects, and principal consultants for each project listed.
2. Provide a statement of direct previous experience in the creation of successful public/private partnerships.
3. Highlight a project of similar development size and scope that directly relates to this solicitation. This description does not need to be identical to this project, but rather something similar the firm has completed recently. Additional weight will be given to firms that have that have completed a comparable project in a similar environment.

B. Team Qualifications **(Maximum 20 points)**

1. Key personnel's professional qualifications and experience and availability for the proposed project; their reputation and professional integrity and competence; and their knowledge of FAA and other related regulations, policies, and procedures.
2. Respondents must submit a list of members of the development firm including (as applicable) company name; legal status; organizational chart, company or corporation number; address; full names of officers, and brief biographical summaries of officers including development and management professionals, and any other applicable individuals whom would be considered key leaders who would be directly involved in this project if selected. Qualifications and experience of each with applicable projects should be briefly described.

**KEY PERSONNEL IDENTIFIED AND LISTED ARE REQUIRED TO PERFORM THE IDENTIFIED ROLES
UNLESS OTHERWISE AGREED TO IN WRITING BY THE CITY OF FLAGSTAFF.**

**C. Financial Capacity
(Maximum 15 points)**

1. The respondent should describe the ability of the firm to develop and implement a realistic plan for the financial approach to the development of the property including the ability to deliver financial resources needed to acquire and develop the proposed project. Respondent should demonstrate the firm's financial strength to withstand market fluctuations and stay on track during the development process.
2. Respondent will provide an income statement and balance sheet for each of the three most recently completed fiscal years. (Confidential section).
3. Respondent to provide any letters of credit as evidence that funding is available for the project.

**D. Adherence to Vision
(Maximum 35 points)**

1. The respondent should describe its general approach to development of the site, specifically how it intends to meet the City's vision and expectations listed above. Timeline for this development process, along with key milestones and checkpoints should be included.
2. The respondent should also describe its understanding of the local environment and local factors relevant to the prospective success of the project including but not limited to, local market conditions, business resources to retain, expand and attract clients, and real estate development best practices.
3. Understanding of FAA and other related regulations, policies, and procedures and how this can be leveraged to benefit the City's airport and other beneficial businesses.
4. Capability to incorporate and blend aesthetic and architectural concepts with the current project design traditions of Flagstaff while accomplishing the basic requirements that transportation facilities be functional, safe, and efficient.
5. Familiarity with local community needs, standards, historical challenges, local codes and site conditions that could impact the development of this parcel.

V. EVALUATION AND SELECTION PROCESS

A. Overview

This is a qualifications-based selection process as authorized by ARS Section 34-603. The initial activity will involve an evaluation and scoring of each Firm's qualifications and relevant experience, as indicated in its SOQ. A single final list of a minimum of three and a maximum of five (5) Firms, or as otherwise allowed by law, will be prepared pursuant to A.R.S. Section 34-603(C)(2)(b).

If interviews are elected to be conducted by the Owner, the Evaluation Committee will rank three firms in order of preference to generate a Final List per A.R.S. Section 34-603(C)(1)(a) or as may be allowed by A.R.S. Section 34-603(C)(2)(c)(i-iii).

Negotiations will commence with the highest ranked firm on the Final List in accordance with ARS Section 34-603(E) and will proceed as set forth therein; or the solicitation may be cancelled pursuant to 34-603(H).

B. Qualification for Evaluation

To qualify for evaluation, the SOQ must have been submitted on time and materially satisfy all requirements identified in this document.

C. Evaluation Committee

The Evaluation Committee may consist of up to seven members and will be composed of the Owner's staff and may include a minimum of one non-staff person.

D. RSOQ Evaluation and Ranking Process

The Owner intends to award a Contract to the most qualified Firm on the basis of demonstrated competence and qualifications. SOQ submittals that are responsive to the requirements of this RSOQ will be evaluated by the Evaluation Committee and awarded points for each stated criteria item as follows:

	Maximum Achievable Points
Previous Project Experience.....	30
Team Qualifications.....	20
Financial Capacity.....	15
Adherence to Vision.....	35
Total Available Points	100

E. Interviews

Selected Firms may be required to participate in an interview, pursuant to A.R.S. Section 34-603(C)(2)(c)(i). If the Owner conducts interviews, each Firm is required to be represented in its interview by the key personnel with whom the Owner's staff will be directly conducting the day-to-day business of the project, including the Project Manager.

If conducted, interviews will be sixty (60) minutes in duration. A formal presentation will be part of the interview and limited to twenty (20) minutes. The remainder of the interview period will be dedicated to discussion of project-specific criteria and response to questions from Evaluation Committee in attendance.

F. Interview Instructions

If the Owner decides to conduct interviews, each selected Firm will be provided a specific schedule and additional instructions.

G. Interview Ranking and Firm Selection

Should interviews be elected by the Owner, the Evaluation Committee will rank the Firms with the following final ranking criteria:

	Maximum Achievable Points
A. Submitted RSOQ score	100
B. Firm Presentation	40
C. Responses to Interview Questions.....	60
Total Available Points	200

Following the evaluation process, the Evaluation Committee will select a Final List of three Firms (or as otherwise allowed by law) deemed most qualified to provide the services, ranked in order of preference based on the SOQ evaluation and/or the interview evaluation. The Owner will proceed to negotiate a Contract with the highest ranked Final List Firm, or will terminate the solicitation. If the Owner is unable to negotiate a satisfactory Contract with the highest ranked Firm, with terms and conditions the Owner determines to be fair and reasonable, negotiations with that Firm will be formally terminated. The Owner will then undertake negotiations with the next most qualified Final List firm in sequence, until a Contract is reached or a determination is made to reject all SOQs and terminate the solicitation.

VI. ADDITIONAL INFORMATION

A. Instructions

The Owner will not be held responsible for any oral instructions. Any changes to this RSOQ will be in the form of an addendum to the SOQ. The Owner is not responsible for any explanations or interpretations of the RSOQ documents other than those made by written addendum and posted on the Owner's website.

B. The Owner's Rights

The Owner reserves the right to reject any or all SOQ, to waive any informality or irregularity in any SOQ received, and to be the sole judge of the merits of the respective SOQs received.

C. Release of Project Information

The Owner will provide the release of all public information concerning the project, including selection announcements and Contract awards. Release of SOQ submissions, selection results and Contract award will not take place until after the formal award by the City Council and the Contract has been fully executed by both parties. Those desiring to release information to the public must receive prior written approval from the Owner.

D. Contact with City Employees and Consultants

All persons and/or Firms that are interested in this project (including the Firm's employees, representatives, agents, lobbyists, attorneys, and sub-consultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process. This includes but is not limited to the Evaluation Committee, the City Manager, Assistant City Manager(s), Deputy City Manager(s), Division Directors or other staff. This policy is intended to create a level playing field for all potential Firms, assure that contract decisions are made in public, and to protect the integrity of the selection process. All contact on this selection process should be addressed to the authorized representative identified in Section II.

E. Contact with Elected Officials (Mayor, City Council)

Any contact pertaining to this selection process with elected officials must be scheduled, in person, through the Flagstaff City Clerk's Office, 211 W. Aspen Avenue, Flagstaff AZ 86001, and are posted by the City Clerk at least 24 hours prior to the scheduled meeting. The Clerk's posting shall include and detail the participants, the subject matter, and shall invite the public to participate. No contacts made by telephone, other than to schedule a public meeting, are permitted. Copies of contacts made by letter, e-mail, or other written method shall be made available to the public, press, and all submitting Firms, upon written request to the City Clerk.

F. Reservation of Rights

There will be no express or implied intent to contract until expressly stated in writing by the Owner, an award is made, and all conditions stated herein are satisfied. The Owner reserves the right to reject any or all SOQs, or to withhold the award for any reason it may elect, and to waive or decline to waive irregularities in any proposal.

G. Protests

1. A protest will be in writing and will be personally delivered or served upon the City Purchasing Director.
2. A protest of a solicitation must be received before the solicitation opening date.
3. A protest of a proposed award or of an award must be received within ten days after the protester knows or should have known the basis of the protest.
4. A protest will consist of the following:
 - a. The name, address and telephone number of the protester;
 - b. The signature of the protester or its representative;
 - c. Identification of the solicitation or Contract number;

- d. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- e. The form of relief requested.

ATTACHMENT A
NON-COLLUSION AFFIDAVIT
PROFESSIONAL ENGINEERING SERVICES
FOR
AIRPORT ENGINEERING DRAINAGE IMPROVEMENT STUDY

State of Arizona
County of _____

_____, affiant, the
_____ of
(TITLE)

(NAME OF COMPANY)

The person, corporation or company responsible for the accompanying Statement of Qualifications, having first been duly sworn, deposes and says:

That such Statement of Qualifications is genuine and not sham or collusive, nor made in the interest of or on behalf of any person not herein named, and that the Firm has not directly or indirectly induced or solicited any other Firm to put in a sham submittal, or any other person, firm or corporation to refrain from submitting, and that the Firm has not in any manner sought by collusion to secure for itself an advantage over any other Firm.

(TITLE)

Subscribed and sworn to before me this
_____ Day of _____, 20__.

SIGNATURE OF NOTARY PUBLIC
IN AND FOR THE

COUNTY OF _____

STATE OF _____

(My Commission Expires _____, 20 ____).

ATTACHMENT B

DISCLOSURE (FORM)

For any item checked YES, you must provide information. Answering YES to one or more questions does not necessarily mean you will be disqualified from this Solicitation. **FAILURE TO PROVIDE TRUE AND COMPLETE INFORMATION MAY RESULT IN DISQUALIFICATION FROM THIS SOLICITATION.**

1. Has your company or any affiliate* in the past 5 years: (i) had a permit revoked or suspended, (ii) been required to pay a fine, judgment or settlement of more than \$100,000, (iii) been convicted of a criminal offense (including a plea of guilty or *nolo contendere*), or (iv) been found in contempt of court, as a result of or in connection with any of the following:
 - a. Any offense relating to integrity or honesty, including fraud, bribery, embezzlement, false claims, false statements, falsification or destruction of records, forgery, obstruction of justice, receiving stolen property, theft, price fixing, proposal rigging, restraint of trade or other antitrust law violation? YES_____ NO_____
 - b. Violation of the terms of any public contract? YES_____ NO_____
 - c. Failure to pay any uncontested debt to a government agency? YES_____ NO_____
 - d. Violation of any law or regulation pertaining to the protection of public health or the environment? YES_____ NO_____

*An "affiliate" of your company means any person, company or other entity that, either directly or indirectly (for example, through stock ownership by family members), controls, is controlled by, or is under common control with, your company.

2. Has your company or any affiliate in the past 5 years been named as a party in any lawsuit related to performance of a contract (you do not need to list subcontractor lien claims which have been fully paid/satisfied)?

YES_____ NO_____

3. Has your company or any affiliate of your company in the past 5 years been debarred or suspended from submitting proposals on public contracts?

YES_____ NO_____

I hereby verify that the foregoing information, and any explanation attached are to the best of my knowledge, true and complete.

Signature of Person Authorized to Sign Offer

END OF RSOQ

Airport 31.45 Acre Parcel - RSOQ Contract Discussion





Overview

- Background/History
 - Site Assessment
- RSOQ Process
 - Project Vision & Expectations
 - Evaluation Criteria
- Selection of the Successful Firm
- Contract Negotiation Direction
 - Actual contract will return for Council consideration



Background/History

Subject Site Information

- Parcel Number: 116-61-006A
- Cross Streets: South Pulliam Dr. / West JW Powell Blvd.
- Designated Opportunity Zone
- Zoned Highway Commercial
- Property History
 - 1948 Deed transfer from Forest Service via Federal Airport Act
 - 1988 Deed release by FAA for Airpark Development
- FAA Relationship



Site Assessment

Objective of the Study

- After a possible sale of the parcel to a hotel company fell through the decision was made to hire airport experts to assist in planning the site.
- Determine the potential demand for retail, office and industrial space by the year 2030
- Determine potential uses for this parcel
- Helped Council determine whether to maintain ownership of this parcel or sell.



Site Assessment Findings

Strengths

- Highway Commercial Zoning allows for a wide variety of uses.
- I-17 is a major north-south transportation corridor servicing Flagstaff and connecting east and westbound to I-40.
- Most major utilities are available.
- Projected employment growth of 20.1% from 2018-2026.
- The Flagstaff Airport area has been identified as a future Employment Area for the City and has an estimated 500 jobs.
- Airport activity is a diverse mix of aviation and non-aviation business including manufacturing, office and R&D.
- Majority of uses within this area can be served with current utility capacity (excluding data centers and heavy industrial).

Constraints

- Extension of John Wesley Powell Boulevard to Lake Mary Road is not immediate.
- Low unemployment rate/tight labor market/housing affordability.
- Electric capacity could be limited.



Population & Employment Growth

Flagstaff Findings

- Through 2030 there is strong forecasted population growth at 14.6%, and employment growth at 20.1%.
- Sizeable labor shed with 46% of workers coming from outside Flagstaff.
- Flagstaff is a geographic trade center and captures a large share of spending.
- The key employment sectors are healthcare, educational services, accommodation and food services, and manufacturing.

Note: Forecast projections could be impacted by the current pandemic.



Real Estate Demand Analysis

Flagstaff Findings

- Based on the 2030 forecast, there is demand in the City of Flagstaff for an additional 2.1 million square feet of retail, office and industrial space, or translated into 186 acre.
- Some of the demand could be absorbed by the 31.45-acre parcel.
- There are several potential uses that could be considered for this location.
- Land absorption will depend upon timing of JWP Boulevard extension, projected population and employment growth.



Real Estate Demand Analysis

Market Trends

- Industrial
 - Demand for small bay industrial flex space with sizable office in front and production in the back.
- Healthcare
 - Medical office today has a retail component driven by consumer demand. This sector is looking for highly visible retail locations with convenient parking for customers.
- Lodging
 - Co-branded hotels locate on the same site to experience economies of scale.



Land Use Alternatives

2030 Real Estate Demand, City of Flagstaff

	Square Feet Demand	Floor to Area Ratio	Number of Acres
Retail	582,012	0.25	53.4
Office	398,282	0.35	26.1
Industrial	1,155,693	0.25	106.1
Total	2,135,986		185.7



31.45 Acre Parcel Capture Rate

Subject Site	Land Use Mix #1	Land Use Mix #2
Hotel	4	9
Commercial/Services	5	10
Office	3	3
Flex Industrial Space/R&D	12	2
Roads, sidewalks, drainage, open space (25%)	8	8
Total	32	32



Potential Site Uses



KEY:

- Ultimate Roadway
- Retail/Services/Restaurants
- Flex Industrial Space/R&D
- Hotel
- Office
- Medical Office
- Open Space/Water Line Easement
- Open Space
- Developable Parcels



Why Not Residential?

- FAA highly discourages residential dwellings within this proximity of an airport (Avigation easement required).
- Regional Plan designates this parcel as an "Employment Area" and would require a major plan amendment for residential development.
- Residential neighborhoods near the airport often experienced issues with airport related activity (Ponderosa Trails / Kachina).



Why Not Residential?

- Council gave direction (April 2020) to pursue a master developer to incorporate recommendations from the market assessment. These recommendations did not include residential.
- Location: within 1000' of a major highway & 2500' of an airport. Specs are not ideal for affordable housing due to noise. HUD regulations are applicable and general social justice concerns.
- One major goal is to fund the airport with revenues which takes the burden off the general fund.



Request for Statement of Qualifications

- Council, after the assessment was presented, determined that the best course of action was for the City to maintain ownership of this site and solicit the assistance of a master developer to help create a plan for how this land should be developed.
- Staff went forward with this procurement process and released the Request for Statement of Qualifications (RSOQ) to identify the best possible candidate for the master development of this parcel.



Request for Statement of Qualifications

Vision and Expectations:

- Expand targeted sectors
- Broaden and diversify the City's economic base
- Increase employment and support the airport
- Land use elements:
 - Professional Office Space
 - Lodging
 - Retail & Restaurant
 - Light Industrial (Zoning Appropriate)
 - Research and Development
 - Other Airport Related Industries



Request for Statement of Qualifications

Vision and Expectations:

Marketing & Financial Considerations
Lease Options.

- Ability to attract potential employers.
- Develop and maintain excellent relationships with long term commercial lease holders.
- Ability to provide a financial investment for this project.



Request for Statement of Qualifications

Evaluation Criteria:

- Previous Project Experience (30%)
- Team Qualifications (20%)
- Financial Capacity (15%)
- Adherence to Vision (35%)



Request for Statement of Qualifications

Timeline:

- RSOQ was posted to Planet Bids (August 2020)
- Application Deadline (Sept. 2020)
- Evaluation Team Review (Completed Early November)
- Begin Negotiations with highest scoring candidate



Selection of the Successful Firm

- Statements of Qualifications Scores:
 - Genterra Enterprises, LLC
647 points
 - Miramonte Homes and Kentwood Ventures (Joint Venture)
508 points
- Staff's recommendation is to proceed with contract negotiations with Genterra Enterprises, LLC.
 - *As mentioned, contract will return to Council for consideration*



QUESTIONS AND COUNCIL DIRECTION



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 12/11/2020
Meeting Date: 12/15/2020



TITLE:

Consideration and Adoption of Resolution No. 2020-69: A resolution adopting the City Council 2021 Commemorative Flag Designations

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-69 by title only
- 2) City Clerk reads Resolution No. 2020-69 by title only (if approved above)
- 3) Adopt Resolution No. 2020-69

Executive Summary:

The City Council has declared that the City's flagpoles (permanent or temporary) are not intended to serve as a forum for free expression of the public, but rather for the display of Federal, State, the POW-MIA Flag, the City Flag, and a maximum of two commemorative flags per month. The City Council may display on a temporary pole one commemorative flag per month, but in no event would they display more than two commemorative flags per month (to be displayed separately - the first commemorative flag for the first half of the month, and the second commemorative flag for the second half of the month), for the ensuing year as determined by the City Council. Authorization by the City Council to display commemorative flags under such a policy may occur in one annual resolution only of the City Council, to be considered and potentially adopted in December of each year as an expression of the City's official sentiments.

There were two recommendations to maintain the same flag designations as 2020. No other recommendations were received.

Financial Impact:

None

Policy Impact:

The City has a flag policy under which the City Council may designate commemorative flags to be displayed.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

None

Has There Been Previous Council Decision on This:

On November 19, 2019 the City Council adopted Resolution No. 2019-59 declaring that the City's flagpoles are not intended to serve as a forum for free expression of the public, but rather for the display of Federal, State, the POW-MIA Flag, the City Flag, and a maximum of two commemorative flags per month.

Attachments: Res. 2020-69

RESOLUTION NO. 2020-69

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF
(PURSUANT TO THE CITY COUNCIL POLICY ON THE DISPLAY OF FLAGS)
DESIGNATING ALL COMMEMORATIVE FLAGS THAT WILL BE DISPLAYED
THROUGHOUT THE YEAR 2021 ON THE TEMPORARY POLE IN FRONT OF
CITY HALL**

RECITALS:

WHEREAS, City Council established the City Council Policy for the Display of Flags (City Flag Policy) under Resolution 2019-59, adopted on November 19, 2019; and

WHEREAS, the City Flag Policy is that City flagpoles do not serve as a forum for free expression by the public, but rather for the display of federal, state, POW-MIA, and City flags, and any commemorative flags as may be authorized by the City Council as an expression of the City Council's official sentiments; and

WHEREAS, pursuant to the City Flag Policy, the City Council may designate in December of each year all commemorative flags to be displayed on the temporary pole in front of City Hall during the subsequent year; and

WHEREAS, City Council now desires to designate all commemorative flags to be displayed on the temporary pole in front of City Hall during the year 2021.

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

SECTION 1. All commemorative flags to be displayed under the City Flag Policy shall be displayed in accordance with the schedule designated in Exhibit A which is attached hereto.

SECTION 2. This Resolution shall be effective upon adoption by the City Council.

SECTION 2. The City Manager and City Clerk are authorized and directed to edit and correct typographical and grammatical errors of wording and punctuation.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 15th day of December, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBITS

2021 COMMEMORATIVE FLAG SCHEDULE ESTABLISHED BY CITY COUNCIL

2021 COMMEMORATIVE FLAG SCHEDULE ESTABLISHED BY CITY COUNCIL

Month	Commemorative Flag(s)	
January	High-Tech Month	
February	Black History Month	
March	Women's History Month	
April	Earth Day	
May	Armed Forces Day May 18, 2020	
June	LGBTQIA+ Month	
July	None	
August	None	
September	United Nations Climate Change September 1 – 15, 2020 Hispanic Heritage Month September 16 – 30, 2020	 
October	National Domestic Violence Awareness Month	
November	Native American Heritage Month	
December	World AIDS Day December 1, 2020	

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 12/11/2020
Meeting Date: 12/15/2020



TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember Aslan to place on a future agenda a discussion to formulate a resolution in support of efforts to lobby the incoming Administration to reinstate Bears Ears National Monument to its original dimensions, as proposed by the Bear Ears Inter-tribal Coalition.

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember Aslan has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

INFORMATION:

Attachments:

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 12/11/2020
Meeting Date: 12/15/2020



TITLE

City Manager Report

STAFF RECOMMENDED ACTION:

Information Only

EXECUTIVE SUMMARY:

These reports will be included in the City Council packet for regularly scheduled Council meetings, excluding Work Session meetings. The reports are intended to be informational, covering miscellaneous events and topics involving the City organization.

INFORMATION:

Attachments: City Manager Report

City Manager's Report

December 11, 2020

Council and Colleagues, Greetings.

These reports will be included in the City Council packet for regularly scheduled Council meetings, excluding Work Session meetings. The reports are intended to be informational, covering miscellaneous events and topics involving the City organization. In no particular order...

Employee Recognition: Ray Slim:

Ray Slim, Maintenance Worker in Housing, was recently named as "Maintenance Staff of the Year" by the Affordable Housing Management Association of the Pacific Southwest. The award ceremony was held during the virtual annual conference. Kurt Aldinger, the current president of AHMA-PSW, presented Ray with his award in the Siler Maintenance Shop and the video was played during the awards ceremony.

Well done, Mr. Slim. This is a well-deserved recognition, and your award here is a true compliment and reflection upon our organization.



New Airport Equipment

The image below shows a multi-functional piece of equipment recently acquired. Currently it has a snow blower attachment on it. Staff is also able to install a broom on the front of equipment, which can be used in conditions involving 'dry snow', causing less damage to the runway.



Sustainability Updates

Commission Meetings

- Sustainability Commission: Next meeting: Thursday, January 28, 2021, 4:30 p.m. – 6:30 p.m.

Climate Change

- Staff created data collection and guidance documents to collect information on IFRs that advance climate action, for the FY21-22 budget process.
- Staff met with the Climate Summit Youth Advisory Committee to discuss future work advising the City on the Climate Emergency work and general youth engagement.

Partnerships

- Work continues on the E3 Program (Empower, Engage, Elevate). Cultivating relationships with Flagstaff Shelter Services and identifying other community partners.

Open Space

- McMillan Mesa Natural Area rezone application. Status: In progress.
 - Neighborhood meetings scheduled for December 14, 2020 at 5:00 p.m. & January 13, 2021 at 5:00 p.m.
 - Legal survey for the property. Status: A scope of work was drafted and is under review.
 - McMillan Mesa cultural survey. Status: On hold until grant agreement is finalized; 45% complete.
- Picture Canyon Preserve reclaimed water release agreement. Status: On hold; 40% complete. Update: Waiting for legal review.
- Invasive plant management at Picture Canyon. Status: In progress - Invasive Plant Grant being implemented and completed.
- Invasive plant management at McMillan Mesa. Status: In progress, working with Arboretum of Flagstaff grant personnel to map the invasive plants in the Natural Area.
- Picture Canyon Working Group. Next meeting on December 9, 2020.
- Staff drafted the Mayor's Monarch Pledge (re-pledge) proclamation, which was read at the December 8, 2020 Council Meeting.

Food Systems

- Staff advertised the open Sustainable Food Systems AmeriCorps VISTA position on social media.

Solid Waste

- Staff participated in the Innovate Waste Challenge contestant interviews. The panel voted to award prize funding to Bee Well, a new startup making sustainably sourced hand sanitizer and other products.

- Staff distributed approximately 1,000 tree cycling ornaments to Viola's, Home Depot, Allen's, and Warner's to be distributed with Christmas trees. The ornaments provide information on how to properly dispose of the tree so that it can be mulched for use at the landfill.
- Staff finalized and distributed a City Council Report on Solid Waste's Rate Increase Plan.

MetroPlan - \$50K Grant Award – Kinlani Sidewalks:

The City received a \$50,000 mini-grant from MetroPlan to construct the Kinlani sidewalk project!

The City will provide an equal match and will be built as part of next year's sidewalk program. The project connects students living at the Flagstaff Bordertown Dormitory with Thorpe Park, Flagstaff High School and Mountain Line transit stops.

Thanks to MetroPlan for this great opportunity!



Power Outage

Rio Water Reclamation plant lost APS electrical power on Tuesday at 10:00 a.m. The APS feed to the plant experienced a transformer failure resulting in a fire on the power pole. This caused the fire department and APS emergency services to be called to the plant. APS crews had the power restored by 11:00 a.m. and Rio plant staff had the plant back online and operating by 11:30 a.m. No injuries were reported, and the downtime of the plant was under two hours with no impact to Reclaim Water customers. Credit to Jim Huchel and his team in working so successfully with APS to get the plant back online.



Coconino Plateau Water Advisory Council (CPWAC) Meeting

At the December 4, 2020 meeting, Councilmember Austin Aslan was appointed Chair of CPWAC. Congratulations and thank you for your service! You can see the agenda for the meeting below.

As Co-Chair of the Government Affairs Committee, I will be working with the Co-Chair, Deputy County Manager Joanne Keene, to look at the draft legislative proposal related to Rural Management Areas that pertain to groundwater pumping. These meetings have commenced, and we will be vetting this matter internally for feedback. It was referenced by Councilmember Aslan at the last regular Council meeting. Also, thanks to Erin Young for her involvement with this and other related matters concerning the CPWAC. She serves on the Technical Advisory Committee.

The December 4th agenda is provided below for your information:

**Joint Meeting
Coconino Plateau Water Advisory Council
501 (c)(4)
Coconino Plateau Watershed Partnership
501 (c)(3)
Friday, December 4, 2020
10:00 A.M.**

The meeting will be a Zoom virtual meeting due to COVID-19

Go to the following link to join the meeting on your computer, no password is required:

<https://us02web.zoom.us/j/6160099904>

Meeting ID: 616 009 9904

You may also call in on the following number:

669-900-9128

Meeting ID: 616 009 9904

- 1. Welcome and Introductions** – Mayor Coral Evans, Chair
(5 min.)
- 2. Approval of Joint Meeting Minutes** - Meeting of October 30, 2020
(2 min.)
- 3. Action Items**
 - a. Nomination and Election of CPWAC and CPWP Board Chair and Vice Chair (10 min.)
 - b. Presentation, Discussion and Possible Action on Draft Rural Management Area Wording – Ron Doba (60 min.)
- 4. Non-Action Items** - None
- 5. Committee Reports**

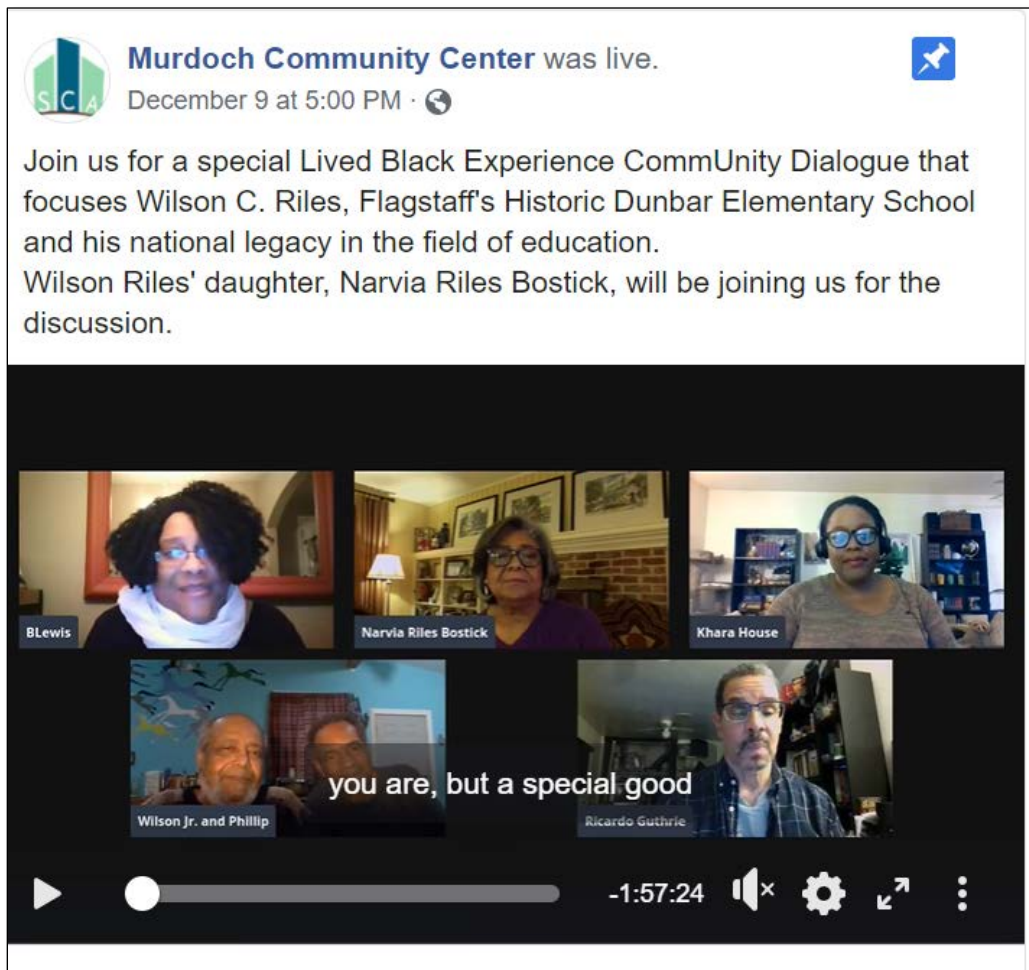
TAC Report – Ron Doba (5 min.)
Government Affairs Report – Greg Clifton/Joanne Keene (5min.)
Public Outreach Report – Tamara Lawless (5 min.)
- 6. Members Corner** – None
- 7. CPWP Member Roundtable** – (15 min.)

Police Chief

At the time of this writing, we are conducting interviews on the successful candidates for this very important position. Many thanks to the several panels and community discussions that have helped inform this decision. Stay tuned, and thanks to our candidates for their interest in serving the Flagstaff community.

Wilson C. Riles Tribute and Discussion

The snipped image below depicts the virtual public forum that occurred on December 9th. It was a very informational and moving discussion. The dedication of WC Riles name to the previously named Agassiz Street was very well received by the family members and by the community as a whole.



Alliance Meeting

The City will be hosting the next meeting, involving officials from the City, County, FUSD, CCC, NAU, and NAIPTA. We are targeting January 15, 2020 which is the last Friday before the legislative session begins. The legislative priorities item was requested by other members of the Alliance and the January meeting has typically included a discussion of legislative priorities so that the group can coordinate before the legislature goes into session. We are amending the agenda to include a broader discussion of COVID impacts so that the group has sufficient time to discuss (full agenda forthcoming). Stay tuned.

Beautification of Utility Boxes

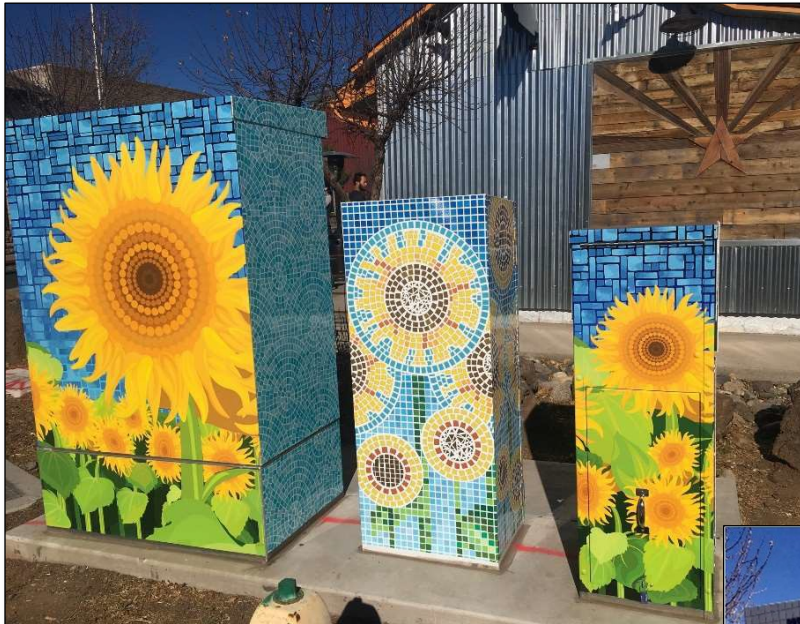
Realizing that this particular project has been presented to the Council recently, it continues to see positive outcomes and we thought that it would be appropriate to provide this update, especially for the benefit of our newly elected officials.

The call to create canvases from Traffic Signal Cabinets across the city was formally initiated by Flagstaff resident, Gaylene Soper. A pilot project was supported by the City's Beautification and Public Art Commission (BPAC, a body made up of Flagstaff community members). Here are key components and updates to the project:

- The 2020 complete project (see images below) is a pilot project. The feedback thus far is overwhelmingly positive. Staff will conduct a public survey on the project through a comment card for additional feedback.
- Beautification, Arts and Sciences staff created a community selection panel for each location for the pilot to evaluate the proposals. This exemplifies the program's new direction to include more voices and specialized expertise for projects.
- We anticipate moving forward with 3-4 more traffic signal cabinet locations next year and the following, if supported by the public and BPAC.
- Locations are planned to be spread throughout the city.
- The anticipated project cost is \$10,000/year for installing at 3-4 sites.
- Funding for this project is through a portion of the BBB (Bed, Board and Beverage) tax earmarked for Arts and Sciences and Beautification projects, protected by ordinance and reaffirmed by Flagstaff voters for these purposes.
- Vinyl wrap is easily maintained, is removable, and has been demonstrated as safe technology to use on signal and utility cabinets. It includes a graffiti-proof coating. Wraps are anticipated to last for a minimum of three years.

Please enjoy the following images and artist backgrounds.

INSTALLED PILOT PROJECT WRAPS: BUTLER AND SAN FRANCISCO, ARTIST ADAM NASH



Local artist Adam Nash was inspired by this opportunity to take something that people overlook, drive by or even dislike and transform it into a piece of art that “inspires, brings joy and improves the community.” The artist was also inspired by the mission of the City, to protect and enhance the quality of life for all, as well as the beauty and strong history of the city. He writes that what really sets this community apart is the “wonder of the surrounding natural environment” and that is “what draws us all together here.” The artist relied heavily on nature for the design, in particular the sunflowers that line roadways and spread across fields in Flagstaff in the summer months. These inspirations resulted in a color palette inspired by these natural elements, while the mosaic pattern adds a sense of “stability, uniqueness and depth.” The box on the right also has a quote not shown in the pictures, it is a Maori proverb that reads ““Turn your face to the sun and the shadows fall behind you.”





Christy Moeller noted that the location for these boxes is largely devoid of color, so was inspired to create a very bold and vibrant piece. It is called “Here Comes the Sun.” She writes, “the sun is such a major element in our lives as Arizonans,” and “every day we are blessed with an abundance of sunlight and clear blue skies, but (the sun) can also become destructive and impossible to control.” The artist represents the sun as a “brightly colored woman, accented with geometric shapes and colors such as gold, turquoise and coral, that are indicative of Arizona.” Christy describes the woman’s expression as ambiguous, much like our sun, with a watchful, protective eye and an air of defiance. The crown resembles our state flag.

The large star on the crown and the orbiting planets were added after community panel input to relate to the proximity to ‘Innovation Mesa’ and the relationship to space research here in Flagstaff.

Thank you!

That is all for now, Council. On behalf of the entire staff, I want to take the opportunity to extend our heartfelt appreciation to the exiting Councilmembers and Mayor. Thank you for your service to the Flagstaff community. We look forward to the leadership of the new Council and Mayor.

*In this business of community service,
there is no start, and there is no end.
It is a continuous journey ...
our charge is to leave a good mark along the way.*

Onward and upward ...