

REGULAR COUNCIL MEETING
TUESDAY
JANUARY 19, 2021

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 DEASY
VICE MAYOR DAGGETT
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY

COUNCILMEMBER SALAS
COUNCILMEMBER SHIMONI
COUNCILMEMBER SWEET

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. **APPROVAL OF MINUTES FROM PREVIOUS MEETINGS**

- A. **Consideration and Approval of Minutes:** City Council Combined Special Meeting/Budget Retreat of February 7, 2019, Budget Retreat of April 23, 2019, Budget Retreat of April 24, 2019, Work Session of May 28, 2019, Regular Meeting of June 4, 2019, Work Session of June 11, 2019, Regular Meeting of June 18, 2019, and Work Session of September 10, 2019.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Combined Special Meeting/Budget Retreat of February 7, 2019, Budget Retreat of April 23, 2019, Budget Retreat of April 24, 2019, Work Session of May 28, 2019, Regular Meeting of June 4, 2019, Work Session of June 11, 2019, and Regular Meeting of June 18, 2019.

5. **PUBLIC PARTICIPATION**

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

6. **PROCLAMATIONS AND RECOGNITIONS**

- A. **Human Trafficking Awareness Month**

7. **APPOINTMENTS**

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

of a public officer, appointee, or employee of any public body...., pursuant to A.R.S. §38-431.03(A)(1).

A. Consideration of Appointments: Commission on Diversity Awareness.

STAFF RECOMMENDED ACTION:

Make two appointments to terms expiring September 2023.

Make one appointment to a term expiring September 2024.

B. Consideration of Appointments: Tourism Commission.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring January 2024.

8. LIQUOR LICENSE PUBLIC HEARINGS

A. Consideration and Action on Liquor License Application: John Robert Bates, "Mountain Top Tap Room," 10 E. Route 66, Series 07 (beer and wine bar), 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 no recommendation; or

3) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

B. Consideration and Action on Liquor License Application: Jared Repinski, "Famous Pizza & Beer," 104 E. Route 66, Series 07 (beer and wine bar), New Application

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 no recommendation; or

3) Forward the application to the State with a recommendation for denial based on 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 Contract:** Approve a cooperative purchase contract with Passport Labs, Inc. for parking enforcement software services utilizing a National Cooperative Purchasing Alliance (NCPA) contract.

STAFF RECOMMENDED ACTION:

Approve a cooperative purchase contract with Passport Labs Inc. for parking software and services, in an amount not-to-exceed \$140,329.92 over a four year contract period, with annual payments including a 5% annual price increase anticipated as follows:

- Year 1 \$32,558
- Year 2 \$34,186
- Year 3 \$35,895
- Year 4 \$37,690

- B. **Consideration and Approval of Final Plat** Miramonte Beaver, LLC requests Final Plat approval for Butler Avenue Condominiums—a condominium subdivision consisting of 32 residential units and one ground floor restaurant space at 207 S. Beaver St. on 0.54 acres in the T5 Main Street Transect Zone.

STAFF RECOMMENDED ACTION:

Staff recommends the City Council approve the Final Plat and authorize the Mayor to sign the plat and City Subdivider Agreement when notified by Staff that the documents are ready for recording.

- C. **Consideration and Approval of Contract:** APS Level 2 Electric Vehicle Charging Agreement # 156299, Agreement # 156300 and Agreement # 155835

STAFF RECOMMENDED ACTION:

Approve APS Level 2 Electric Vehicle Charging Pilot Agreement # 156299, Agreement # 156300, and Agreement # 155835

10. **REGULAR AGENDA**

- A. **Consideration and Adoption of Resolution No. 2021-05:** A resolution of the Flagstaff City Council in support of efforts to lobby the new Biden Administration to reinstate Bears Ears National Monument to its original dimensions

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2021-05 by title only
- 2) City Clerk reads Resolution No. 2021-05 by title only (if approved above)
- 3) Adopt Resolution No. 2021-05

B. Consideration and Approval: State and Federal Legislative Priorities

STAFF RECOMMENDED ACTION:

Staff is requesting that City Council review and approve the 2021 State and Federal Legislative Priorities.

C. Consideration and Approval: Letter in Opposition of HB 2248 and SB 1175

STAFF RECOMMENDED ACTION:

Authorize the City Manager to send letter in opposition of HB 2248 and SB 1175

11. DISCUSSION ITEMS

A. Discussion and Direction: ~~2019/2020~~ 2021/2022 Election Overview and Timeline Review

12. COUNCIL LIAISON REPORTS

13. 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 Citizens' Petition with regard to the Coconino Estates Project requesting that the City "redesign the city street project to allow trees to remain."

14. CITY MANAGER REPORT

A. City Manager Report

15. COVID-19 UPDATES

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

17. 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 _____, 2021.

Stacy Saltzburg, MMC, City Clerk

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

Attachments: [06.11.2019.CCWS](#)
[02.07.2019.CCB](#)
[04.23.2019.CCB](#)
[04.24.2019.CCB](#)

05.28.2019.CCWS

06.04.2019.CCRM

06.18.2019.CCRM

09.10.2019.CCWS

MINUTES

1. Call to Order

Mayor Evans called the Work Session of the Flagstaff City Council held June 11, 2019, to order at 6:00 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. Pledge of Allegiance and Mission Statement

The Council and audience recited the pledge of allegiance and Councilmember Whelan read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

3. **ROLL CALL**

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

PRESENT:

ABSENT:

MAYOR EVANS
VICE MAYOR SHIMONI
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY
COUNCILMEMBER ODEGAARD
COUNCILMEMBER SALAS
COUNCILMEMBER WHELAN

Others present: City Manager Barbara Goodrich; City Attorney Sterling Solomon

4. Public Participation

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

Dennis Lavin addressed Council asking for them to consider electing City Councilmembers by district. He expressed concern about the parking situation at the airport. He also indicated that it is time to consider a pay raise for members of the City Council.

Christina Caldwell with the Arizona At Work Business Services Team addressed Council providing information about the organization and their work with public safety agencies.

Rick Lopez addressed Council about concerns with the building code adjustments and their impact on the cost of entry level and workforce housing.

5. Review of Draft Agenda for the June 18, 2019 City Council Meeting

Citizens wishing to speak on agenda items not specifically called out by the City Council may submit a speaker card for their items of interest to the recording clerk.

Vice Mayor Shimoni noted that the e-bike conversation is the last item on the agenda and he is concerned that it will be too late and many people in the public may not be able to stay that late. Mayor Evans stated that she requested the item be moved from the 4:30 p.m. agenda to the 6:00 p.m. agenda and apologizes that it is the last item.

6. Discussion of proposed Ordinance No. 2019-24 prohibiting the sale of tobacco to persons under the age of 21.

Mr. Solomon addressed Council stating that the proposed ordinance will limit the sale of tobacco products to those over 21. He indicated that there are a number of enforcement elements within the ordinance and he is looking to Council for any direction on the proposed ordinance in advance of presenting it at a voting meeting.

Vice Mayor Shimoni asked about the incentives to enforce the measure to local businesses. Mr. Solomon stated that there would be fines for violations or infractions. Those fines would be civil in nature and would increase incrementally. Each time an infraction occurs in a period of time there will be higher fines and licensing repercussions. The ability to sell tobacco products will be dependent upon compliance and non-compliance could lead to a suspension of their license for up to 36 months.

Councilmember Aslan asked about recent bills at the state level that may supersede what the City is trying to do. Mr. Solomon stated that legislation was proposed and what passed did not preempt cities and towns from raising the age.

The following individuals addressed Council in favor of limiting sales of tobacco products to people over 21.

- Emily Blink
- Anastacia Dougi
- Karime Arce-Romero
- Hunter Owens

The following comments were received:

- 84% of tobacco users began before the age of 18.
- Most high school students aged 13-17 know an 18 year old who can purchase tobacco products for them; it is less likely that they would have friends over the age of 21.
- T21 can prevent the initiation and lifelong addiction to nicotine.
- The ordinance could have a significant impact on tobacco use among students.
- Not a single store has gone out of business as a result of a T21 ordinance.
- T21 can help tobacco retailers distinguish proper identification because vertical identification cards would not be permitted to purchase alcohol or tobacco.
- The minimum age of military service does not equate to the readiness to enter into a lifetime of addiction.
- We have raised the age of drinking to 21 and that contributed to a reduction in drunk driving accidents.
- 14 states and 475 counties in 25 states have some sort of T21 legislation.
- T21 has been established in Douglas and Cottonwood.
- Many young people believe tobacco use is a significant issue in Flagstaff.
- CATS and ASAP (youth organizations) both want to help provide training and services to any retailer.

The Council thanked the individuals who spoke and provided direction to bring forward the ordinance at a regular meeting for a vote.

7. Rio de Flag Flood Control Project - Update

Project Manager Trevor Henry provided a PowerPoint presentation that covered the following:

CITY OF FLAGSTAFF RIO DE FLAG FLOOD CONTROL PROJECT
PRESENTATION
HISTORY
PURPOSE AND BENEFITS
RIO DE FLAG FOOD CONTROL PROJECT AREA
PROJECT COST
PROJECT SCHEDULE
CURRENT TOPICS
QUESTIONS

Councilmember Whelan asked how much longer until the project is completed. City Engineer Rick Barret stated that the City has yet to receive the funding needed to deliver the \$106 million project. The City has the 35% match, the wait is for the other 65% from the federal government.

Councilmember Whelan expressed frustration with the timeline. There were benchmarks set and they have consistently been delayed, she asked if it is time to have the conversation about taking on the project without the federal government.

Deputy City Manager Shane Dille stated that the submittal for the 100% design did happen on

schedule, however there is a lot of back and forth between the parties commenting on the plans and making adjustments. The critical benchmarks are moving forward as dictated in the project timeline and is the schedule that General Semonite is watching very carefully.

Councilmember Aslan asked what the alternative is. Councilmember Whelan stated that there is already a concept design of the construction to meet the FEMA 100 year flood requirements. It is time to stop waiting for the Army Corp. The City has done its due diligence but the final project is not here.

Councilmember McCarthy acknowledged that there may come a time that the City might have to cut ties with the Army Corp but now is not that time. He noted that there has been substantial progress of late and he is not concerned about a couple of weeks delay. In terms of a separate project, it only makes sense if the project carries more water through the city than what the Army Corp can provide.

Councilmember Aslan expressed his desire to incorporate some sort of amenity for the community with recreational opportunities. It is likely an issue of cost that has prevented that sort of addition to the project but he is interested in looking at an opportunity in some sections of the project. Mr. Dille offered that it is the Corp who is driving the project and it is their design standards that must be met. Staff has approached them with various ideas and they were not received well; there are restrictions on the input from the City in terms of amenities and design elements.

Councilmember Aslan asked about the elimination of the mandatory flood insurance once the project is complete. Mr. Barrett stated that in the conversations had with community members he has heard as high as \$5,000 per year per household depending on the type of financing in place. It will still be an option for homeowners to have flood insurance but it would no longer be a requirement.

Mayor Evans stated that more and more flooding is being seen in the community and it is important to stay the course and not shift as it could further delay things. There has been significant movement recently and there is support not only from the Army Corp General but from state representatives to get this done.

Councilmember Odegaard acknowledged Councilmember Whelan's frustration but stated that things are beginning to fall into place and more movement has happened recently than has happened throughout the project. It is important to keep going.

8. Board and Commission Interactions with City Council

City Clerk Stacy Saltzburg provided a PowerPoint presentation that covered the following:

BOARD AND COMMISSION INTERACTION WITH COUNCIL

STAFF RECOMMENDATIONS

BOARD AND COMMISSION INTERACTION OPTIONS

1. COUNCIL REPRESENTATIVE ASSIGNED TO EACH BOARD OR COMMISSION
2. NO COUNCIL REPRESENTATIVE ASSIGNMENTS
3. FORMAL UPDATES FROM COMMISSIONS

Anthony Garcia addressed Council stating that there often seems to be a disconnect between Council and their commissions. He encouraged the selection of Options 1 and 3.

After discussion the Council provided direction to move forward with Options 1 and 3.

A break was held from 7:56 p.m. through 8:10 p.m.

9. Discussion and Direction: Possible Ballot Measure Committees for the November 2020 General Election

Ms. Saltzburg provided a PowerPoint presentation that covered the following:

2020 ELECTION COMMITTEES
BALLOT QUESTION CONSIDERATIONS
OTHER CONSIDERATIONS
SALES TAX RENEWAL
FRANCHISE ELECTION
COMMITTEE VS. COMMISSION
CITIZEN COMMISSIONS/COMMITTEES

Council discussed the possible ballot questions for 2020 and expressed a desire to form a committee to review and provide recommendations on FWPP ongoing funding and Open Space and Parks and Recreation. The Council also wants the newly forming Housing Commission to review and provide recommendations on a possible affordable housing ballot measure.

10. Discussion: Affordable Housing ballot measure for 2020

As discussed in the prior item, the City Council agreed that the newly forming Housing Commission review and provide recommendations on a possible affordable housing ballot measure.

11. Discussion/Direction: Establish/Create the Affordable Housing Commission discussed in Proposition 422

Housing Director Sarah Darr provided a PowerPoint presentation that covered the following:

BACKGROUND
DURING THE FAIR CONVERSATION
BACKGROUND – EXISTING COMMISSION
BACKGROUND – SCOPE OF CFHA BOARD
WHAT WE THINK WE HEARD ON MARCH 19
OPTIONS
OPTION A
OPTION B
OPTION B POSSIBLE MEMBERSHIP
SEEKING DIRECTION

Rick Lopez addressed Council in support of forming the Housing Commission. He encouraged the Council to appoint various housing experts including engineers, developers, builders, realtors, and the like who can provide relevant and accurate input of the matters brought before the commission.

A majority of Council agreed that the commission should be formed, and their first priority should be to develop possible ballot measure recommendations to the Council. Following that action, the commission should be developing recommendations on various items to figure out how to get more housing in Flagstaff.

12. **Discussion:** Ways that the City and a developer could leverage something to create a public art space.

Councilmember Odegaard stated that he would like for staff to look at ways to work with a private owner or developer to dedicate a space for public art. There have been developments around town with push back by the community and if there was a way to incorporate a public art element there might be a more positive reception.

Anthony Garcia addressed Council in support of the idea and mentioned a number of businesses in town that have already incorporated public art into their buildings.

A majority of Council was in favor of moving the item forward for future Council discussion and possible direction.

13. **Discussion:** Develop a plan with consideration of zoning changes and multi-modal development in advance of the work in the Fourth Street, Lone Tree, and I-40 corridors

A majority of Council was in favor of moving the item forward for future Council discussion and possible direction.

14. **Public Participation**

None

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

Councilmember Salas reported that she attended a meeting hosted by Senator Sylvia Allen on housing challenges. She noted that the comments provided by Clarkdale, Camp Verde, and other towns was impressive. She asked if staff could get information from Camp Verde on rental permits for short term rentals.

Councilmember Odegaard stated that he also attended the meeting with Senator Allen. He also reported that he met with local business owners and asked options for getting more housing into the zoning code. He attended the FMPO Executive Board Meeting where they discussed the renaming of the organization to the Greater Flagstaff Metro Plan.

Councilmember Aslan reported that he attended the Coconino Plateau Water Advisory Committee meeting where there was discussion about a resolution in support of the Grand Canyon Centennial Act. He requested a FAIR item to discuss reasonable restrictions on the use of potable water.

Councilmember McCarthy stated that he also attended the FMPO meeting and attended the meeting with Senator Allen. He reported that he attended a Forest Service meeting to discuss the ideas that Snowbowl has for the next few years. He indicated that there will be a public meeting on the matter in a few weeks.

Councilmember Whelan reported that she attended many of the same meetings already discussed. She indicated that there are some interesting perspectives on affordable housing and the need to incentivize builders to include more affordable units. She is looking forward to future discussions on how those incentives may be made more lucrative to developers. She also reported that she attended the Wear Orange event on the courthouse lawn, it was an event about gun safety put on by the Moms Demand Action group.

Vice Mayor Shimoni reported that he and Sustainability Manager Nicole Antonopoulos went to a sustainability conference in Los Angeles. It was a very interesting conference. He announced that Flagstaff Shelter Services is having a groundbreaking on Thursday and that Juneteenth is coming up.

Councilmember Whelan requested a FAIR item to discuss economic opportunities at Red Gap Ranch and the feasibility of bringing solar to Red Gap Ranch.

Ms. Goodrich reported that TerraBirds is utilizing a small section of the City Hall lawn for a xeriscape retrofit to show the planting and outdoor amenities that can be provided. They will be using it as a teaching tool for the community and visitors. She also announced that there will be the City Manager requirement process happening the following week and there is an opportunity for the public to stream and comment on the candidates.

Mayor Evans reported that she attended the Lowell Observatory 125th birthday party where the Secretary of State and Senator McSally also attended.

16. Adjournment

The Flagstaff City Council Work Session of June 11, 2019, adjourned at 9:25 p.m.

MAYOR

ATTEST:

CITY CLERK

CITY COUNCIL COMBINED SPECIAL MEETING /
BUDGET RETREAT
THURSDAY, FEBRUARY 7, 2019
ELK'S LODGE
2101 N. SAN FRANCISCO
8:30 A.M.

MINUTES

1. **CALL TO ORDER**

Mayor Evans called the Special Meeting of the Flagstaff City Council held February 7, 2019, to order at 8:43 a.m.

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.

PRESENT:

ABSENT:

MAYOR EVANS
VICE MAYOR SHIMONI
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY
COUNCILMEMBER ODEGAARD
COUNCILMEMBER SALAS
COUNCILMEMBER WHELAN

Others present: City Manager Barbara Goodrich; City Attorney Sterling Solomon.

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

The Council and audience recited the pledge of allegiance and Councilmember McCarthy read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

At this time, Mayor Evans opened the meeting for Public Participation for items not on the agenda.

Ms. Goodrich addressed the Council and read the attached City Council Report into the record.

4. Consideration and Approval of 2019-2021 State Legislative Priorities.

Interim Assistant to the City Manager Cliff Bryson provided a PowerPoint presentation that covered the following:

2-5-19 OUTLINE

LOCAL CONTROL AND LOCAL DECISION

Deputy City Manager Shane Dille stated that over the last week the Council heard staff talk about the GAMA resolution on the short-term rentals along with the resolution from Senator Kavanaugh. He asked what the difference is between the two approaches. Mr. Bryson explained that the GAMA bill asks for a distinction between the short- and long-term rentals whereas the Kavanaugh bill does not. The Kavanaugh bill is more focused on regulations and enforcement.

Mr. Dille stated that the Kavanaugh bill did a good job explaining the negative impacts short-term rentals have on communities, but cities and towns feel that it fell short of making meaningful asks to allow municipal governments to regulate short-term rentals.

Mr. Bryson continued the presentation.

SUPPORT/ADVOCATE FOR

Councilmember Whelan suggested adding the topics of increased funding for infrastructure and transportation and the protection of voting rights and voting accessibility.

Vice Mayor Shimoni agreed and suggested advocating for more transparency around ICE efforts locally as well as increased investment in public outreach at the state level.

Councilmember Aslan suggested the issue of wildlife hunting throughout the state and bringing awareness to the issue of wildlife killing contests.

Mr. Bryson continued the presentation.

PROTECTION RESOURCES

SAFETY AND WELFARE

PROTECTION OF STATE FUNDING

FLAGSTAFF COMMUNITY SPECIFIC

Councilmember McCarthy suggested that the item "Protection of State Funding" should be changed to "Infrastructure" as it will be more palatable to the legislators. Council agreed to make the change.

The Council agreed to the following priorities:

LOCAL CONTROL AND LOCAL DECISIONS:

- Clarification of Proposition 126
- Resolution with ADOR for 'Wayfair' case
- Resolution of short-term rental issues

SUPPORT/ADVOCATE FOR:

- Protection of all state shared revenues
- Dark Sky standards on all ADOT roads in and around Flagstaff
- Repeal State Bills
 - SB1070
 - SB1487

PROTECTION OF RESOURCES:

- Safe water protection
- Groundwater monitoring standards for uranium
- Mine specific aquifer protections from ADEQ

SAFETY AND WELFARE:

- Watershed protection
- Support through Flood Control District for regional issues of concern
- Develop or continue current partnerships to advocate for Rio de Flag funding

INFRASTRUCTURE

- Aviation
- HURF
- Remove \$2.5 million dollar cap on State Housing Trust funds

FLAGSTAFF COMMUNITY SPECIFIC:

- Enhance economic development
- Increase workforce development
- Increase workforce housing

5. ADJOURNMENT

The Special Meeting of the Flagstaff City Council held February 7, 2019, adjourned at 9:45 a.m.

BUDGET RETREAT**1. CALL TO ORDER**

Mayor Evans called the Budget Retreat of the Flagstaff City Council held February 7, 2019, to order at 9:45 a.m.

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. City Council Fiscal Year 2020 Budget Retreat.

Ms. Goodrich addressed Council stating that the objective of the day is to look at the Council goals and get affirmation on what staff is proposing. Ms. Goodrich introduced Revenue Director Sandy Corder who began the PowerPoint presentation that covered the following:

REVENUE UPDATE
CITY SALES TAX – GENERAL FUND
STATE SHARED SALES TAX
STATE SHARED INCOME TAX/URBAN REVENUE
FRANCHISE FEES
BUILDING PERMITS
BBB REVENUE
HIGHWAY USER REVENUE (HURF)

Finance Director Brandi Suda continued the presentation.

FIXED COSTS AND AVAILABLE REVENUES
PENSION CONTRIBUTION RATES
PENSION EXPENDITURES
FIXED COST SUMMARY -GENERAL FUND

The Council discussed merit raises and the impacts of the unfunded pension liability on the general fund.

REVENUE UPDATE SUMMARY – GENERAL FUND

The Council discussed property taxes and the ability to use those revenues to pay down the unfunded pension liability.

A break was held from 11:13 a.m. through 11:34 a.m.

Deputy City Manager Shane Dille continued the presentation.

HIGH PERFORMING GOVERNMENT
WHAT DO WE NEED TO CONSIDER OVER THE NEXT CALENDAR YEAR?

Council expressed support for staff to continue efforts aimed at becoming a high performing government.

Economic Development Director Heidi Hansen continued the presentation.

ECONOMIC DEVELOPMENT
SUPPORT MINIMUM WAGE IMPACT THROUGH A COMPREHENSIVE ANALYSIS
GROW INDUSTRIAL CORRIDOR ALONG I40/RED GAP

Council requested that a committee be formed that includes staff and Councilmembers to look at Red Gap Ranch and possible opportunities for the city land.

CREATE GREATER COLLABORATION ON WORKFORCE DEVELOPMENT

Council discussed increasing the City's outreach for intern and volunteer opportunities for

high school and college students. They also discussed opportunities to attract businesses to Flagstaff.

Community Development Director Dan Folke continued the presentation.

AFFORDABLE HOUSING
SEEK PARTNERSHIPS WITH PRIVATE DEVELOPERS
STAFF AND COUNCIL EDUCATION ON EMERGING HOUSING MODELS

Council discussed the need for affordable housing and a desire to move away from student housing developments. The conversation included limitations to requiring affordable housing and the need to treat all developments fairly and equally.

Mr. Dille continued the presentation.

SOCIAL JUSTICE
CONSULATE/EMBASSY SERVICE COORDINATION
SUPPORT EARLY EDUCATION EFFORTS IN THE COMMUNITY

Deputy Police Chief Dan Musselman continued the presentation.

CONTINUE TO EVALUATE AND IMPROVE FLAGSTAFF POLICE DEPARTMENT
INTERACTION WITH IMMIGRANT COMMUNITY

Mr. Folke continued the presentation.

TRANSPORTATION
EVALUATE TIMING OF I40/LONE TREE INTERCHANGE
EVALUATE AND CREATE ALTERNATIVE MODELS OF TRANSPORTATION TO IMPROVE
BIKE AND PEDESTRIAN SAFETY

The Council discussed bike safety, the need to improve existing roads to be more bike friendly, and expansion and additional connectivity of FUTS trails.

ADVOCATE FOR FOURTH STREET CONNECTION WITH JOHN WESLEY POWELL
BUILDING AND ZONING/REGIONAL PLAN
COMPLETE AND UPDATE NEIGHBORHOOD PLANS SPECIFIC TO THE HOUSING
URBAN DEVELOPMENT CONSOLIDATED PLAN
PROPOSE ZONING AND/OR BETTER INCENTIVES THAT ARE DESIRABLE AND USED
FOR MORE AFFORDABLE HOUSING
FINISH PROMISED NEIGHBORHOOD AND CAPITAL PROJECTS ON TIME

A break was held from 1:29 p.m. through 1:40 p.m.

Public Works Director Andy Bertelsen continued the presentation.

CLIMATE CHANGE
CONTINUED IMPLEMENTATION OF CAAP
SUSTAINABILITY THROUGH THE CAAP LENS FOR ALL CITY
ENHANCE COMMUNITY ENGAGEMENT ON CAAP

The Council discussed the Climate Action and Adaptation Plan and the early accomplishments since its implementation.

Water Services Director Brad Hill continued the presentation.

WATER CONSERVATION

STUDY A PATH FORWARD FOR WATER AND/OR RECLAIMED EXPANSION
CITY TO BE A NATIONAL LEADER IN WATER CONSERVATION
RECLAIM WATER USAGE AT JAY LIVELY AND FORT TUTHILL

Mr. Folke continued the presentation.

ENVIRONMENTAL AND NATURAL RESOURCES

ENSURE ADEQUATE RESOURCES TO IMPLEMENT SLEDs OF ALL DARK SKY
ENDEAVORS

Council discussed the newly requested position of Dark Sky Specialist.

Mr. Bertelsen continued the presentation.

PLAN FOR UPCOMING MATERIAL RECYCLING FACILITY (MRF)
CONTRACTUAL/FACILITY CHANGES

Management Services Director Rick Tadder continued the presentation.

DEVELOP SUSTAINABLE FUNDING FOR FWPP PHASE 3 AND ONGOING
MAINTENANCE

Human Resources Director Shannon Anderson continued the presentation.

PERSONNEL

EVALUATE COUNCIL NEEDS BASED ON TODAY'S ENGAGEMENT EXPECTATIONS

Council discussed the Commission on Council Salaries and their desire to see the matter of Council salaries discussed every two years rather than four or more. They discussed how the expectations of the Mayor and Councilmembers has changed over time with the positions becoming more time consuming and demanding. They expressed their desire to see the representation on the commission expand further than the chairpersons of a few standing commissions. The Council would like to see the commission offer recommendations concerning salary and staffing, among other things.

Mr. Tadder continued the presentation.

EVALUATE WAYS TO PAY DOWN UNFUNDED PENSION LIABILITIES IN A QUICKER
MANNER

The Council discussed the unfunded pension liability and they requested additional information and a follow up Work Session to discuss further. They also discussed possible options for addressing the unfunded liability such as property tax increases, sales tax increases, and reducing the City's fund balance.

Ms. Anderson continued the presentation.

PROVIDE ONGOING PAY RAISES FOR ALL EMPLOYEES

The Council discussed merit increases, longevity pay increases, and the challenges associated with compaction in the pay plans.

Employee Advisory Committee (EAC) Chairperson Tamara Lawless continued the presentation.

EAC BUDGET RECOMMENDATIONS

ESTABLISH AND FUND A MECHANISM TO MOVE EMPLOYEES THROUGH THEIR PAY PLANS

COVER INCREASE IN HEALTH INSURANCE PREMIUMS

OTHER CONSIDERATIONS

Council discussed the EAC recommendations and were supportive.

PUBLIC COMMENT

Joe Galli with the Greater Flagstaff Chamber of Commerce spoke regarding SB1225, affordable housing, the CAAP, dark skies, and natural resources. He also stated that a sales tax increase is not the appropriate action to address the unfunded pension liability.

3. PUBLIC PARTICIPATION

This item was taken out of order at the beginning of the meeting.

4. ADJOURNMENT

The Budget Retreat of the Flagstaff City Council held February 7, 2019, adjourned at 3:54 p.m.

MAYOR

ATTEST:

CITY CLERK

CITY COUNCIL REPORT
PUBLIC

DATE: January 14, 2019

TO: Mayor and City Council Members

FROM: Barbara Goodrich, City Manager

CC: Sterling Solomon, City Attorney; Shane Dille, Deputy City Manager;
Kevin Treadway, Interim Deputy City Manager; Leadership Team

SUBJECT: Seismic testing for helium exploration at Red Gap Ranch

Introduction:

City staff received a request from Desert Mountain Energy Corp. (“DMEC”) to allow access across and seismic testing on Red Gap Ranch. DMEC has requested and received leases from the State Land Department that allow seismic testing, helium exploration, and mining on lands adjacent to Red Gap Ranch.

The City plans to grant DMEC a temporary license for access and seismic testing on Red Gap Ranch, and enter into a memorandum of understanding (“MOU”) as detailed below.

License and MOU

The License Agreement:

- Allows DMEC access across Red Gap Ranch for seismic testing *only*, using existing roads and other routes, for up to one year.
 - DMEC needs access in order to reach State Lands.
 - It is not anticipated that seismic testing will harm the environment. The routes will not cross archaeologically significant areas.
- Requires DMEC to give the City copies of its seismic data results for City lands.
 - Seismic data may be useful for evaluating water resources.
 - Seismic testing is expensive.
 - The City already has conducted some seismic testing in this area.

The Memorandum of Understanding:

- Expresses the parties' desire to explore possibilities for helium exploration and mining if mutually beneficial, and to cooperatively work together.
- May be canceled by either party on 10 days' notice.
- The MOU will enable DMEC to share more information with the City related to economic development opportunities that may be associated with helium exploration.

DMEC's request has been reviewed by the Water Services Division, Real Estate Manager, City Attorney's Office, the Property & Development Team (including staff from several divisions), and Economic Development staff. The staff consensus is that it is worthwhile to allow seismic testing to occur, and that the City can evaluate any information received as a result. It is possible DMEC will only conduct seismic testing on State Lands.

Helium is a rare and valuable gas, and used in several medical and NASA technologies. Helium mining would not require fracking.

The City Manager has authority to enter into the License Agreement and MOU without Council approval. The documents do not commit the City to take any long term action.

Conclusion

The City will move forward to allow access across Red Gap Ranch for seismic testing and will share all future information received with City Council.

This report is provided as information only.

MINUTES

1. **CALL TO ORDER**

Mayor Evans called the Budget Retreat of the Flagstaff City Council held April 23, 2019, to order at 8:31 a.m.

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.

PRESENT:

ABSENT:

MAYOR EVANS
VICE MAYOR SHIMONI
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY
COUNCILMEMBER ODEGAARD
COUNCILMEMBER SALAS
COUNCILMEMBER WHELAN

Others present: City Manager Barbara Goodrich; City Attorney Sterling Solomon.

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

The Council and audience recited the pledge of allegiance and Councilmember Whelan read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

4. City Council FY 2020 Budget Retreat

Mayor Evans reordered the agenda and took Item 9 first.

Ms. Goodrich provided a PowerPoint presentation the covered the following:

AGENDA
APPROACH

Management Services Director Rick Tadder continued the presentation.

BUDGET OUTLOOK
REQUESTS FROM DIVISIONS
REVENUE SUMMARY – GENERAL FUND
EXPENDITURES – GENERAL FUND
SUMMARY – GENERAL FUND
NEW INVESTMENTS BY GOAL – ALL FUNDS
NEW INVESTMENTS BY GOAL - \$17,990,923
FUND BALANCE – GENERAL FUND
FUND BALANCE – SPECIAL REVENUE FUNDS
FUND BALANCE – ENTERPRISE FUNDS
GENERAL FUND CONTINGENCY
OTHER FUNDS – CONTINGENCY
 EMERGENCY/CATASTROPHIC FUNDING
 GRANT FUNDING OPPORTUNITIES
COUNCIL GOALS AND OBJECTIVES

Human Resources Director Shannon Anderson continued the presentation.

PERSONNEL
ATTRACT AND RETAIN QUALITY STAFF
TOP THREE OBJECTIVES
NEW INVESTMENTS

Interim Police Chief Dan Musselman and Fire Chief Mark Gaillard continued the presentation.

WORK PROGRAM

Ms. Anderson continued.

COMPENSATION AND BENEFITS
COMPENSATION TRENDS
RETENTION TRENDS
COMPENSATION RECOMMENDATIONS
BENEFIT RECOMMENDATIONS

Employee Advisory Committee (EAC) Co-Chairs Tamara Lawless and Claire Harper continued the presentation

EMPLOYEE ADVISORY COMMITTEE
EAC BUDGET RECOMMENDATIONS

The Council discussed the compensation study, pay increases, and other employee benefits. They also discussed the results of employee exit interviews and funding for training.

A break was held from 10:51 a.m. through 11:01 a.m.

Management Services Director Rick Tadder continued the presentation.

PUBLIC SAFETY PENSION POLICY
PUBLIC SAFETY PENSION BACKGROUND
PSPRS TRUST FUND HISTORY CHART
CURRENT FUNDING STATUS – JUNE 30, 2018
PUBLIC SAFETY PENSION POLICY DRAFT
FUNDING OPTIONS
FUNDING OPTIONS – FUND BALANCE
FUNDING OPTIONS – 2% PRIMARY PROPERTY TAX LEVY
PROPERTY TAX IMPACT – 2% PRIMARY PROPERTY TAX LEVY
FUNDING OPTIONS – USE TAX INCREASE
FUNDING OPTIONS – ELECTION OPTIONS
FUNDING OPTIONS – FY2020 TRIGGERS
IMPACT OF OPTION
FUNDING OPTIONS – FUNDING GOALS FOR POLICY
FUNDING OPTIONS – COUNCIL DIRECTION

The Council discussed a use tax and an increase in property tax to help with the unfunded pension liability. They also discussed reducing the City's fund balance to contribute to the unfunded liability. After discussion Council gave direction to increase the Use Tax and direct the revenue to the unfunded liability.

A break was held from 12:27 p.m. through 12:41 p.m.

Public Works Director Andy Bertelsen continued the presentation.

CLIMATE CHANGE
TAKE MEANINGFUL CLIMATE CHANGE ACTION
TOP THREE OBJECTIVES

Sustainability Manager Nicole Antonopoulos continued the presentation.

NEW INVESTMENTS
WORK PROGRAM
REALIGNMENT OF EXPENDITURES IN ENVIRONMENTAL MANAGEMENT FEE

Fire Chief Mark Gaillard continued the presentation.

ENVIRONMENTAL AND NATURAL RESOURCES
ACTIVELY MANAGE AND PROTECT ALL ENVIRONMENTAL AND NATURAL RESOURCES
THREE OBJECTIVES
NEW INVESTMENTS
WORK PROGRAM

Water Resources Manager Erin Young continued the presentation.

WATER CONSERVATION

BECOME A NATIONAL LEADER IN WATER CONSERVATION IN ALL SECTORS
TOP THREE OBJECTIVES
NEW INVESTMENTS
WORK PROGRAM

Mr. Bertelsen continued the presentation.

TRANSPORTATION AND OTHER PUBLIC INFRASTRUCTURE
DELIVER QUALITY INFRASTRUCTURE AND CONTINUE TO ADVOCATE FOR AND
IMPLEMENT A HIGHLY PERFORMING MULTI-MODAL TRANSPORTATION SYSTEM
THREE TOP OBJECTIVES
NEW INVESTMENTS
WORK PROGRAMS

Capital Improvements Engineer Bret Peterson continued the presentation.

CAPITAL IMPROVEMENT PROGRAM
PROGRAM CATEGORIES
TOTAL PROGRAM SUMMARY
GENERAL GOVERNMENT
STREETS/TRANSPORTATION
FUTS
BBB
DRINKING WATER
WASTEWATER
RECLAIMED WATER
STORMWATER
SOLID WASTE
SEMS
AIRPORT

Community Development Project Manager Trevor Henry continued the presentation.

RIO DE FLAG
RIO DE FLAG UPDATE

The Council discussed funding needs for paving and trailhead maintenance. They also discussed street maintenance in Westridge as well as on Woody Mountain Road.

Airport Director Barney Helmick briefly discussed upcoming work and grant funding for the Airport.

A break was held from 3:15 p.m. through 3:25 p.m.

Community Development Director Dan Folke continued the presentation.

BUILDING AND ZONING/REGIONAL PLAN
REVISE THE ZONING CODE TO REMOVE AMBIGUITIES AND ENSURE IT IS
CONSISTENT WITH COMMUNITY VALUES AND REGIONAL PLAN
TOP THREE OBJECTIVES
NEW INVESTMENTS
WORK PROGRAM
CODE COMPLIANCE

ACHIEVE COMPREHENSIVE AND EQUITABLE CODE COMPLIANCE
TOP THREE OBJECTIVES
NEW INVESTMENTS
WORK PROGRAM

Joe Galli with the Greater Flagstaff Chamber of Commerce addressed Council stating that they do not want to see an increase in sales tax. He also expressed concern about the possibility of a use tax.

5. PUBLIC PARTICIPATION

Armando Bernasconi addressed Council with concerns regarding developmental disabled funding. He discussed the challenges associated with the increasing minimum wage.

Monica Attridge addressed Council concerning the funding difference between the state and city minimum wage. She requested that the Council allocate funding to help offset the costs.

6. ADJOURNMENT

The Flagstaff City Council Budget Retreat of April 23, 2019, adjourned at 4:14 p.m.

MAYOR

ATTEST:

CITY CLERK

MINUTES

1. CALL TO ORDER

Mayor Evans called the Budget Retreat of the Flagstaff City Council held April 24, 2019, to order at 8:30 a.m.

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.

PRESENT:

ABSENT:

MAYOR EVANS
VICE MAYOR SHIMONI
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY
COUNCILMEMBER ODEGAARD (arrived at 8:33 a.m.)
COUNCILMEMBER SALAS
COUNCILMEMBER WHELAN

Others present: City Manager Barbara Goodrich; City Attorney Sterling Solomon.

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

The Council and audience recited the pledge of allegiance and Councilmember Aslan read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

4. City Council FY 2020 Budget Retreat

Economic Vitality Director Heidi Hansen began a PowerPoint presentation that covered the following:

ECONOMIC DEVELOPMENT
GROW AND STRENGTHEN A MORE EQUITABLE AND RESILIENT ECONOMY
TOP THREE OBJECTIVES
NEW INVESTMENTS
WORK PROGRAM: ECONOMIC VITALITY
WORK PLAN: AIRPORT
WORK PLAN: COMMUNITY INVESTMENT
WORK PLAN: TOURISM

The Council discussed the need for quality education opportunities and investing in youth and making those connections with economic development. They also discussed the efforts of the Downtown Business Alliance in revitalizing downtown; they would like to see similar efforts in other areas of the city.

Housing Director Sarah Darr continued the presentation.

AFFORDABLE HOUSING
SUPPORT DEVELOPMENT AND INCREASE THE INVENTORY OF PUBLIC AND PRIVATE
AFFORDABLE HOUSING FOR RENTERS AND HOMEOWNERS THROUGHOUT THE
COMMUNITY
TOP THREE OBJECTIVES
NEW INVESTMENTS
WORK PROGRAM

Council discussed the various funding mechanisms for housing and the desire to maximize those funds to provide more opportunities to get people into housing. They indicated that they would like to see more funding be allocated to the Employer Assisted Housing program as well as the revolving loan fund. The Council also discussed the need to look at emerging housing models to determine if there are programs that could be implemented in Flagstaff.

Communications Manager Jessica Drum continued the presentation.

COMMUNITY OUTREACH
ENHANCE PUBLIC TRANSPARENCY AND ACCESSIBILITY
TOP TWO OBJECTIVES
NEW INVESTMENTS
WORK PROGRAM

The Council discussed ideas about other types of outreach. They also discussed the need for additional staffing in the communications office.

Ms. Goodrich continued the presentation.

SOCIAL JUSTICE
ADVANCE SOCIAL JUSTICE IN THE COMMUNITY
TOP THREE OBJECTIVES
NEW INVESTMENTS

WORK PROGRAM

A break was held from 10:16 a.m. through 10:29 a.m.

Deputy City Manager Shane Dille continued the presentation.

TOWN AND GOWN

ENHANCE RELATIONSHIPS BETWEEN THE CITY AND INSTITUTIONS OF HIGHER EDUCATION

TOP THREE OBJECTIVES

NORTHERN ARIZONA UNIVERSITY PROJECT HIGHLIGHTS

Interim Assistant to the City Manager Cliff Bryson continued the presentation.

NEW INVESTMENTS

WORK PROGRAM

The Council discussed the possibility of attracting education and training institutions to Flagstaff as an economic driver. They also discussed the partnership with NAU for the Neighborhood Liaison position.

Management Services Director Rick Tadder continued the presentation.

DAY TO DAY OPERATIONAL NEEDS

NEW INVESTMENTS

ENHANCEMENT TO SERVICES

NEW INVESTMENTS

PUBLIC PARTICIPATION

Monica Attridge addressed the Council about the needs of local service providers in response to the increased minimum wage. She encouraged the Council to provide funds to the State that could be matched and provided to the local service providers. This would allow them to stay operational.

The Council discussed the challenges with Ms. Attridge and expressed their frustration with the state not paying for the services they are supposed to be paying for. The State is funding less than 80% of the costs for service providers and there is an expectation that Flagstaff needs to make up the difference. Ms. Attridge encouraged the City to lobby the State to provide the 2/3 funding match to the funding provided by the Cit.

A break was held from 11:49 a.m. through 12:10 p.m.

At this time the Council and staff reviewed the "parking lot" of items identified for possible funding.

Moved by Mayor Coral Evans, seconded by Vice Mayor Adam Shimoni to recess into Executive Session for legal advice on the service provider funding.

Vote: 7 - 0 - Unanimously

The Council recessed into Executive Session at 12:38 p.m. and reconvened into Regular Session at 12:44 p.m.

After discussion, the Council approved the following “parking lot” items for funding:

- Disability Service Providers – \$100,000 in addition to the \$50,000 carryover from FY19.
- Half-day Christmas Eve Benefit – \$30,000
- Climate and Energy Coordinator – \$67,696
- Contribution to LAUNCH Flagstaff – \$50,000
- Full Time Indigenous Coordinator – \$40,000
- Affordable Housing – \$270,000
- Full Time Code Compliance – Lighting Specialist – \$36,000

The following items were not approved:

- .1% to .3% increase in compensation
- Permanent Community Steward Position
- Litter Clean Up
- E-Bike Fleet
- Emergency Exit
- Cash Parking Kiosks
- IT Security

Councilmember Odegaard thanked Council and staff for their work over the last two days. He expressed frustration with the challenges associated with the disability service provider funding that is the result of a voter approved initiative.

Councilmember Aslan offered that he learned a lot through the process, and he hopes to leverage the experience in the coming years.

Councilmember McCarthy stated that the budget process is challenging and while the Council does not always agree on everything, once decisions are made they can move onto the next item and come out at the end with a product that they can all be proud of.

Councilmember Whelan agreed and offered that she appreciates all the work by Ms. Goodrich and City staff.

Vice Mayor Shimoni thanked the Council and thanked staff. He indicated that the process is a great example of what good leadership looks like. He expressed frustration that there are never enough resources for all the things that the Council and staff would like to do.

Mayor Evans thanked the City Manager, staff, and the Council for the robust discussions and difficult decisions. It is unfortunate that there is not more money to spend on all the Council's passions, but they did a great job in trying to meet the diverse needs of the community.

5. PUBLIC PARTICIPATION

Paul Kulpinski addressed Council regarding early childhood education and the desire for the City of Flagstaff to be a funding partner for starting a program in Flagstaff.

6. ADJOURNMENT

The Flagstaff City Council Budget Retreat of April 24, 2019, adjourned at 2:31 p.m.

MAYOR

ATTEST:

CITY CLERK

MINUTES

1. Call to Order

Mayor Evans called the Work Session of the Flagstaff City Council held May 28, 2019, to order at 6:02 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. Pledge of Allegiance and Mission Statement

The Council and audience recited the pledge of allegiance and Vice Mayor Shimoni read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

3. **ROLL CALL**

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

PRESENT:

ABSENT:

MAYOR EVANS
VICE MAYOR SHIMONI
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY
COUNCILMEMBER ODEGAARD
COUNCILMEMBER SALAS
COUNCILMEMBER WHELAN (via telephone)

Others present: City Manager Barbara Goodrich; City Attorney Sterling Solomon

4. Public Participation

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

Austin Kerr with Northland Preparatory Academy addressed Council to introduce some of his students who were there to address Council about community issues.

Meg Moezzi addressed Council about the challenges associated with affordable housing.

Ria Rohrbough addressed Council about the immigrant population in Flagstaff and a need for Flagstaff to end their cooperation with ICE.

Emily Cajali addressed Council about trash and recycling. She discussed the need to eliminate the use of plastics.

Wyatt Runge addressed Council about the lack of entertainment options for young people in Flagstaff. He stated that it needs to be easier for small businesses to start up these types of businesses.

Rick Lopez addressed Council in opposition of raising the property tax by 2%.

5. Review of Draft Agenda for the June 4, 2019 City Council Meeting

Councilmember Salas commented on Item 7G asking staff to be prepared to discuss other funding sources to fund the proposed expenditures aside from property tax.

Mayor Evans also commented on Item 7G and asked for an update on state shared revenues in response to recent information coming in from the State.

6. The Northern Arizona Center for Entrepreneurship and Technology (NACET), doing business as Moonshot at NACET, Annual Report to the City Council.

Community Investment Director David McIntire introduced President and CEO of Moonshot Arizona Scott Hathcock who provided an annual report to Council. Mr. Hathcock provided a PowerPoint presentation the covered the following:

MOONSHOT AT NACET
A BRIEF HISTORY OF NACET
WHY MOONSHOT FOR ENTREPRENEURS?
2018-2019 FUNDING MODEL
2018 A YEAR IN REVIEW
2019 MOONSHOT EVENTS IN ARIZONA

Vice Mayor Shimoni asked about the impacts of the increase in the minimum wage. Mr. Hathcock stated that they were fortunate to be out ahead of the increases. He indicated that

many of their jobs are high paying so there was very little impact.

Councilmember Salas expressed her appreciation of the efforts put forth by NACET and Moonshot to help start-ups launch their businesses and for working to attract business to Flagstaff.

Vice Mayor Shimoni asked if there is any engagement with the high schools to attract young people to the programs. Mr. Hathcock explained that all of their events are open to everyone and there have been discussions about doing a high school boot camp program in the future.

Councilmember Salas asked for a recap on the recent non-profit leadership conference. Mr. Hathcock stated that there are 600 non-profits in Flagstaff, and it is a developing sector that will create jobs. The Paul Thomas Grant will allow them to help non-profits start up and get going. Moonshot is now community-based and the curriculum that is offered to entrepreneurs will also be offered to non-profit founders. The first annual conference had 80 attendees, and he considers it to be a great success and something that will grow each year.

At this time, Mayor Evans announced that Items 10 and 11 will be rescheduled for the meeting next week.

7. Proposed City Code Revisions - Electric Bicycles and Electric Scooters

Public Works Director Andy Bertelsen introduced the item sharing that the revisions that will be discussed seek to address three components; the first requires a permit for bikeshare operations in the community, the second addresses the actual devices and where they are allowed, and the third is the potential changes in other areas of the code to regulate use.

Multimodal Transportation Planner Martin Ince provided a PowerPoint presentation that covered the following:

CITY CODE REVISIONS ELECTRIC BICYCLES ELECTRIC SCOOTERS
PRESENTATION OUTLINE
PURPOSE
 REGULATE VENDORS
 ADDRESS DEVICES
THE BROADER CONTEXT
STATUS OF DOCKLESS BIKESHARE RFP
NEXT STEPS/PROCESS FOR CITY CODE REVISIONS
OUTREACH SINCE LAST COUNCIL WORK SESSION
ELECTRIC BICYCLES
ELECTRIC SCOOTERS
CITY CODE REVISIONS
A. REGULATION OF SERVICE PROVIDERS
RECOMMENDATION AND INTENT

Mayor Evans asked if it was possible to give tickets and impound a bike, and if so, the number of tickets that would warrant a need to pull the permit. Mr. Ince explained that the intent of the provisions is to prohibit companies who do not have an agreement with the City of Flagstaff from operating in Flagstaff. Bikes would be impounded with the fees charged to the company. It would depend on the terms of the contract on how ongoing issues would be addressed.

Sustainability Manager Nicole Antonopoulos offered that one of the benefits of doing a Request for Proposal (RFP) is that it would allow for a customization of the expectations for Flagstaff.

Staff will continue to get into very specific detail with the vendor and talk about violations, unauthorized bikes, etc. that were experienced during the pilot program.

Mr. Ince continued the presentation.

DECISION POINTS
CURRENT STATUS OF DEVICES
STAFF RECOMMENDATIONS
BASIS FOR RECOMMENDATIONS
COMMISSION/COMMUNITY DISCUSSION
BIKE LANES AND DOWNTOWN SIDEWALKS
SIDEWALKS
FUTS TRAILS

Vice Mayor Shimoni asked about the class of bike and how speed may be regulated. Mr. Ince stated that the position of the Bicycle Advisory Commission and Transportation Commission was that rider behavior should be regulated rather than the class of bike.

The following individuals addressed Council regarding the use of electric bikes on FUTS trails:

- Mark Haughwout
- Chris Gunn
- Joseph Shannon
- Tom Martin
- Emma Benenati
- Joe Murray
- Anthony Quintile
- Susan Hueftle

The following comments were received:

- Use the Arizona Revised Statutes so the rules are consistent regardless of where a rider is.
- It is difficult to distinguish a regular bike from an electric bike.
- There should not be different rules for electric bikes unless a problem is identified.
- The bike lane system in the City needs to be improved to encourage more cyclists and make things more safe.
- There is a safety issue with allowing electric bikes on the FUTS trail where people are walking and running.
- Electric bikes belong on the road only.
- Consider leaving anything that is not physically powered off the trail system.
- Riders cannot be relied upon to use proper speed and safe operations.
- There is not enough law enforcement to regulate the types of equipment on trails.
- Prominent signage will be needed to show what is and is not allowed on the trails.
- There are a lot of misconceptions about electric bikes.
- Electric bikes allow people to ride bikes that otherwise could not.
- There is unfounded fear about electric bikes.
- Regular bikes can often exceed the speed of an electric bike.
- Regulate behavior rather than technology.
- It is mostly older, middle age people who are purchasing these bikes.
- Anything Flagstaff can do to reduce the number of cars on the road is something that should be promoted.

Mayor Evans offered that the FUTS is a citywide network of non-motorized trail; it seems like the original intent was for non-motorized transportation. There is a reason to have these bikes

and they will become a more popular and cheaper form of transportation but it is difficult to discuss regulating behavior when bikes are not held to the same standard as a car. Enforcement tools and consistent regulation need to be established. She indicated that she does not believe that electric bikes should be permitted on FUTS trails.

Councilmember McCarthy stated that his experience with electric bikes is that they feel and operate much like a motorbike. There should be a speed limit for bikes on the trails but it is impractical to enforce given the limited resources in the police department. Allowing any type of motorized vehicle on FUTS and sidewalks is inappropriate. Electric bikes are great and they should be allowed in bike lanes but not on sidewalks or FUTS trails.

Vice Mayor Shimoni stated that most of the people who use electric bikes are those who need some extra assistance. More bikes on the road will equate to more injuries and even death. If electric bikes are not allowed on FUTS trails it is absolutely vital that the road infrastructure be improved to provide better safety for cyclists. Electric bikes are another tool to get people out of cars and it is important to make sure there are safe places for them to utilize this type of transportation. Electric bikes and regular bikes are virtually the same and electric bikes should be permitted on the FUTS trails for ease and safety of transportation.

Councilmember Odegard indicated that he had the opportunity to try an electric bike and while using the peddle assist he was only able to get to 17 miles per hour. It is the future of cycling and he would support allowing them on the FUTS trails. Allowing them on the trails further supports Flagstaff being a multi-modal community. He is also supportive of the idea of requiring peddle use only on the trails.

Councilmember Aslan stated that he is in favor of allowing Class 1 and Class 2 electric bikes on the FUTS trails and then revisiting the issue after a period of time to evaluate if there have been any issues. Electric bikes are a type of bicycle and therefore should be treated as such; the same rules should apply. He would be willing to ban Class 1 and Class 2 bikes from certain areas of FUTS trails where the dynamics of the area would call for that but it would be a shame to totally ban these bikes on all trails.

Councilmember Salas indicated that her experience with regular cyclists has been troubling and she is concerned for the safety of all users of the FUTS trails especially if electric bikes are introduced. She is not supportive of allowing any electric bikes on FUTS trails.

Councilmember Whelan stated that she is supportive of electric bikes but would be willing to evaluate specific areas where they should not be permitted. Ultimately, the roads need to be made safer for cyclists and until then it is not appropriate to be relegating electric bikes to road use only.

Mayor Evans offered that she would be willing to compromise on some of the areas She added that if electric bikes will be allowed on FUTS trails than they should be limited to paved trails only.

A majority of Council agreed to the Mayor's suggestion of limiting electric bikes to paved FUTS trails only. They asked for staff to take the matter back to the Bicycle Advisory Committee to identify commuter trails and bring that information back to Council for further discussion.

Senior Assistant City Attorney Marianne Sullivan continued the presentation.

C. OTHER CONSIDERATIONS
RECOMMENDATION
TRUTHFUL NAME/DOB

Council provided direction to require operator information.

OPERATING UNDER THE INFLUENCE

A majority of Council agreed that operating under the influence should apply to both electric bikes and regular bikes.

Councilmember Whelan left the meeting at 8:45 p.m. at which time a break was held through 8:57 p.m.

8. Sidewalk Maintenance Program

Public Works Street Director Scott Overton provided a PowerPoint presentation that covered the following:

SIDEWALK MAINTENANCE PROGRAM
ORDINANCE HISTORY
CITY SIDEWALKS
270 MILES CITYWIDE
SIDEWALK ISSUES
SIDEWALK WORK PROGRAM TODAY
SIDEWALK PROGRAM DIRECTION

Vice Mayor Shimoni stated that having a proactive inspection program is something that the City should be doing. The City is responsible for maintaining the sidewalks and utilizing the most cost-effective strategy for doing so is important. Cost recovery is equally important but overall maintenance is top priority.

Councilmember Odegaard expressed his support for a more comprehensive sidewalk inspection program. He believes that the City should take more of a lead on paying for the maintenance rather than trying to chase down the property owners.

Councilmember McCarthy is supportive of the repairs being done in bulk to reduce costs. He asked if there was an estimate of cost should the City take the repairs over. Mr. Overton explained that without a program in place and a comprehensive identification of the needs it is hard to estimate. It is likely a couple million dollars citywide.

Councilmember McCarthy and Councilmember Aslan expressed their support of a comprehensive program and the City taking on the cost of repairs.

Councilmember Salas stated that she is supportive of sharing the cost of the repairs with the property owners. She is supportive of a comprehensive program and proactive inspection. She indicated that once there are better estimates of costs and finance options she is open to having conversations about the City absorbing more of the costs.

Mayor Evans agreed that the cost should be split with the property owner but would like to see the ordinance updated.

Vice Mayor Shimoni added that he would like to have a discussion about areas that still need sidewalks and how the City can provide funding to get those done.

Mr. Overton explained that staff will bring forward some options for Council consideration in the

revised ordinance.

Moved by Councilmember Charlie Odegaard, **seconded by** Vice Mayor Adam Shimoni to continue the meeting in accordance with the City Council Rules of Procedure.

Vote: 6 - 0 - Unanimously

9. **Discussion:** 1) the City's request to amend the industrial zones, and resolving conflicts, incorporating technical corrections and clarity, and add definitions to the Zoning Code; and 2) an applicant's request to add the Amusement/Entertainment and Sales, Indoor land use as a Conditional Use Permit to the Light Industrial (LI) zone, and incorporating related provisions to the Specific to Uses section and definitions.

Zoning Code Manager Dan Symer provided a PowerPoint presentation that covered the following:

CITY'S AND APPLICANT'S REQUEST TO AMEND THE ZONING CODE
WORK SESSION OBJECTIVES
REQUEST
ORDER OF PRESENTATION AND DISCUSSION
CITY'S PROPOSED ZONING CODE TEXT AMENDMENT
ANTICIPATED TIMEFRAME OF CODE TEXT AMENDMENTS

Nick Wood with Snell & Wilmer continued the presentation.

NORTH POLE EXPERIENCE
TEXT AMENDMENT REQUEST
WHAT IS THE NORTH POLE EXPERIENCE?
CONTEXT AERIAL
SITE AERIAL
CONCEPTUAL FLOOR PLAN
CONCEPTUAL BUS DROP OFF & CIRCULATION PLAN
ADD NEW USE AND DEFINITION OF NEW USE

Councilmember McCarthy asked if the request has gone through the Planning and Zoning Commission. Mr. Wood stated that the information has been provided to them and they will be making a recommendation.

10. **Discussion/Direction:** Establish/Create the Affordable Housing Commission discussed in Proposition 422
Receive direction in order to bring back an action item reflective of Council's desires.

ITEM POSTPONED TO JUNE 4, 2019.

11. **Discussion:** Affordable Housing ballot measure for 2020.

ITEM POSTPONED TO JUNE 4, 2019.

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

Interim Assistant to the City Manager Cliff Bryson provided a PowerPoint presentation the covered the following:

STATE AND FEDERAL LEGISLATIVE UPDATE
PRESENTATION OUTLINE
GENERAL LEGISLATIVE OVERVIEW
STATE BUDGET OVERVIEW
FEDERAL LEGISLATIVE OVERVIEW
SB1241: STATE PARKS BOARD; HERITAGE FUND
SB1001: HIGHWAY SAFETY FEE
HB2672: VACATION RENTALS; SHORT TERM RENTAL; REGULATIONS
WAYFAIR
SB1225: APPROPRIATIONS; DEVELOPMENTAL DISABILITIES SERVICES PROVIDERS
(HB2576)
HB2747
REALLY SB2756

Mayor Evans clarified that by July 30, 2019 the State will assess the difference between the current state minimum wage and The City of Flagstaff minimum wage and invoice the City accordingly.

Deputy City Manager Shane Dille stated that the State Comptroller would determine the amount based on estimates from the Administrative Heads of each State Department. The League is working with the Comptroller to get a better idea on how the process works and what it might look like for the City.

Mayor Evans expressed concern that the Council is set to vote on the budget next week and there is now a \$100,000 shortfall for this fiscal year. It makes it very difficult to budget when the assessment amount is unknown. She asked what the plan is for adopting the budget next week when this information is not available. Mr. Dille explained that the best thing is to adopt the budget understanding that the City will respond accordingly.

Vice Mayor Shimoni stated that the service providers need support now and that is what the focus should be. He prefers the two to one ratio rather than the state shared funding approach.

Monica Attridge addressed Council stating that her understanding of the bill is different than what she is hearing tonight.

The City's State Lobbyist Todd Madeksza stated that the bill is so new, and it is taking some time to get through all the language. It was poorly crafted, and it is meant to be a message to other cities who may want to increase their minimum wage. There are so many unknowns and he is continuing to work with the League and the State to better understand the impacts, how the numbers are calculated, and the assessment timelines.

Moved by Mayor Coral Evans, **seconded by** Vice Mayor Adam Shimoni to recess into Executive Session.

Vote: 6 - 0 - Unanimously

The City Council recessed into Executive Session at 10:40 p.m.

The City Council reconvened back into Regular Session at 11:04 p.m. Mayor Evans left the meeting at this time and Vice Mayor Shimoni presided over the remainder of the meeting.

Councilmember Odegaard stated that in light of the State willing to match dollars for the current year, he would like staff to look at the possibility of finding an additional \$100,000 for this current year to contribute.

A majority of Council was supportive of that direction.

13. Public Participation

None

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

Councilmember McCarthy requested a FAIR item to discuss how the City might negotiate an agreement to disallow short term rentals such as through development agreements or rezoning agreements.

Mr. Dille reminded Council that on May 30, 2019 there is a groundbreaking ceremony for the Courthouse and on June 30, 2019 there will be a groundbreaking for the Veteran's Home.

15. Adjournment

The Flagstaff City Council Work Session of May 28, 2019, adjourned at 11:13 p.m.

MAYOR

ATTEST:

CITY CLERK

MINUTES

1. **CALL TO ORDER**

Vice Mayor Shimoni called the meeting of the Flagstaff City Council held June 4, 2019, to order at 4:31 p.m.

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.

PRESENT:

VICE MAYOR SHIMONI
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY
COUNCILMEMBER ODEGAARD
COUNCILMEMBER SALAS
COUNCILMEMBER WHELAN

ABSENT:

MAYOR EVANS

Others present: City Manager Barbara Goodrich; City Attorney Sterling Solomon.

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

The Council and audience recited the pledge of allegiance and Councilmember Odegaard read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

4. **PUBLIC PARTICIPATION**

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

None

5. **PROCLAMATIONS AND RECOGNITIONS**

A. **Proclamation:** Pride Month

Council approached the podium and presented the proclamation to the Commission on Diversity Awareness.

B. **Proclamation:** Gun Violence Awareness Day

Council approached the podium and presented the proclamation to the Moms Demand Action for Gun Sense in America group.

6. **LIQUOR LICENSE PUBLIC HEARINGS**

Vice Mayor Shimoni opened the public hearing.

Sgt. Collin Seay briefly reviewed the application.

There being no public comment, Vice Mayor Shimoni closed the public hearing.

A. **Consideration and Action on Liquor License Application:** Adam Harrington, "High Altitude Home Brew Supply," 2710 N. Steves Blvd., Suite H, Series 10 (beer and wine store), New License.

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Charlie Odegaard to forward the application to the State with a recommendation of approval.

Vote: 6 - 0 - Unanimously

7. **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.

Councilmember Whelan asked to pull Item 7B for discussion.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to approve Consent Item 7A.

Vote: 6 - 0 - Unanimously

A. Consideration and Approval of Cooperative Contract: Purchase of Four (4) Itron MC3 lite mobile collection systems for water meter services.

1. Approve the purchase of the four (4) Itron MC3 lite mobile collection systems from Mountain State Pipe and Supply in the amount of \$18,000 each for a total of \$72,000.
2. Authorize the City Manager to execute the necessary documents.

B. Consideration and Approval of Municipal Services Accounts, Miscellaneous Account Receivable, and Insufficient Funds Write-offs: Delinquency and Uncollectible Accounts for FY 2019.

Councilmember Whelan noted that the total write off amount for 2019 is down from \$128,000 in 2018 but it is still too much. She asked what the plan is to further decrease the amount in the future. Revenue Director Sandy Corder stated that disconnect notices were implemented last year to give customers notification of a pending disconnection of their services. This notification helped reduce the overall amount of delinquency. Staff is increasing the outreach to customers and including payment plan progress in the billing statements. The projection is to reduce the write-off amount even further next year.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jamie Whelan to approve the write-off of delinquent and uncollectible Municipal Services accounts (water/solid waste utility services), Miscellaneous Account Receivables (variety of fees, lease revenue, retiree insurance), and Insufficient Funds (returned checks) in the combined amount of \$91,161.74.

Vote: 6 - 0 - Unanimously

8. ROUTINE ITEMS

A. Consideration and Approval of Cooperative Purchase Contract: Consultant Services Contract for the Fourth Street Reconstruction Design Project

Project Managers Randy Groth and Jeremy DeGeyter provided a PowerPoint presentation that covered the following:

FOURTH ST/1-40 BRIDGE REPLACEMENT UPDATE
CURRENT STATUS
BRIDGE SLIDE PHASING
BUDGET UPDATE
PUBLIC INFORMATION MEETING

Councilmember Whelan asked if staff is working with the schools that will be impacted by the construction. Mr. DeGeyter indicated that they have reached out to NPA directly and staff are trying to be mindful and reactive to the impacts on the surrounding area. It is hoped that the slide can happen prior to school starting which will significantly reduce the traffic impacts.

Councilmember Aslan asked why the existing bridge cannot just be extended rather than fully replaced. Mr. DeGeyter explained that there are structural issues with the age of the bridge which dates back to the 1960s. Councilmember Aslan expressed a desire to understand what

is being done with the demolition materials.

Councilmember Odegaard expressed appreciation with ADOT for their partnership with the City on the project. It is because of the partnership that the project is full expansion rather than just a rehab.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Regina Salas to award a Consultant Services Contract to AECOM Technical Services, Inc. of Phoenix, AZ under a Cooperative Purchase Contract with the State of Arizona in an amount not to exceed \$176,966.00 with a contract duration of 190 calendar days and authorize the City Manager to execute the necessary documents.

Vote: 6 - 0 - Unanimously

- B. Consideration and Adoption of Resolution No. 2019-16:** A resolution amending Section 5.2 of the Section 8 Administrative Plan to adopt a local preference for selection from the waiting list.

Housing Director Sarah Darr introduced Interim Section 8 Manager Tracey French who provided a PowerPoint presentation that covered the following:

BACKGROUND
LOCAL PREFERENCE
OTHER INFO

Vice Mayor Shimoni asked if the resolution could be adjusted should there be a change in the need. Ms. Darr stated that it is up to the local jurisdiction to manage and modifications can be made if so desired.

Moved by Councilmember Regina Salas, **seconded by** Councilmember Austin Aslan to read Resolution No. 2019-16 by title only.

Vote: 6 - 0 - Unanimously

A RESOLUTION AMENDING SECTION 5.2(A) OF THE SECTION 8 ADMINISTRATIVE PLAN

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Austin Aslan to adopt Resolution No. 2019-16.

Vote: 6 - 0 - Unanimously

- C. Consideration and Approval of Contracts:** Annual Workers' Comp and General Liability Insurance.

Risk Manager Dean Coughenour provided a PowerPoint presentation that covered the following:

INSURANCE RENEWALS

RENEWALS PRIOR TO A CHANGE IN RISK MANAGEMENT
BROAD TYPES OF INSURANCE
RESULTS OF NEW PROGRAM
RENEWALS AFTER A CHANGE IN OUR PROGRAM
SAVINGS COMPARED TO 2013-14 PREMIUMS – \$4.1 M
CRYSTAL BALL

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jamie Whelan to approve the renewals of the City's Workers' Compensation agreement with CopperPoint Mutual with an estimated premium of \$515,847, Property Insurance agreement with A.I.G. with an estimated premium of \$234,916, and General Liability, Auto, Umbrella and associated lines of coverage with travelers Insurance with an estimated premium of \$729,590.

Vote: 6 - 0 - Unanimously

- D. Consideration and Approval of Construction Contract:** Recommended Approval of the Construction Contract with Mountain High Excavation, LLC. in the amount of \$845,051.00 for the Aztec Street Improvements Project.

Project Manager Eli Reisner addressed Council stating that staff recommends approval of the contract. The project is a Road Repair and Street Safety (RRSS) project located on Aztec Street from Santa Fe to Francis Short Pond.

Councilmember Whelan asked why a full road will not be put in. Mr. Reisner explained that the RRSS funding has limits to improve existing structures and they are not able to use the money to add curb, gutter, and sidewalks.

Councilmember Whelan asked if there will be bike paths. Mr. Reisner stated that there are not currently bike lanes and the low traffic does not warrant a bike lane and the road is already bike friendly.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Jamie Whelan to approve the Construction Contract with Mountain High Excavation, LLC. in the amount of \$845,051.00, which includes a \$56,000.00 Contract Allowance and a Contract Timeframe of 120 calendar days, approve Change Order Authority to the City Manager in the amount of \$78,905.10 (10% of the Contract Price, less the Contract Allowance), and authorize the City Manager to execute the necessary documents.

Vote: 6 - 0 - Unanimously

- E. Consideration and Adoption of Resolution No. 2019-21:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement Between the State of Arizona Department of Revenue and City of Flagstaff for local tax administration; providing for expiration of the existing agreement; and establishing an effective date .

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to read Resolution No. 2019-21 by title only.

Vote: 6 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY OF FLAGSTAFF FOR LOCAL TAX ADMINISTRATION; PROVIDING FOR EXPIRATION OF THE EXISTING AGREEMENT; AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to adopt Resolution No. 2019-21.

Vote: 6 - 0 - Unanimously

- F. **Consideration and Adoption of Resolution No. 2019-22:** A resolution of the Flagstaff City Council, approving a Model Uniform Video Service License Agreement and Application and Affidavit for Uniform Video Service License, as required by state law; providing for delegation of authority and establishing an effective date.

Senior Assistant City Attorney Anja Wendel stated that the license agreement is required by a new state law related to video service licensing. The law was supported by the industry that approves standard forms. The law specifies that these should be adopted on or before July 1st. The City does have an existing license with Suddenlink from 2017 and the new law provides them a right to terminate their existing license after the start of the new year and then apply for a new license through the streamlined process.

Councilmember Whelan asked if there is a new license requested could the City renegotiate a new fee or license. Ms. Wendel stated that the form of license calls for a 5% license fee which could be lowered. The 5% generates about \$500,000 per year for the general fund.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to read Resolution No. 2019-22 by title only.

Vote: 6 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING A MODEL UNIFORM VIDEO SERVICE LICENSE AGREEMENT AND APPLICATION AND AFFIDAVIT FOR UNIFORM VIDEO SERVICE LICENSE, AS REQUIRED BY STATE LAW; PROVIDING FOR DELEGATION OF AUTHORITY AND AN EFFECTIVE DATE

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to adopt Resolution No. 2019-22.

Vote: 6 - 0 - Unanimously

- G. **Consideration and Adoption of Resolution No. 2019-24:** A resolution of the Council of the City of Flagstaff, Arizona adopting the tentative estimates of the amounts required for the public expense for the City of Flagstaff for Fiscal Year 2019-2020; adopting a Tentative Budget; setting forth the receipts and expenditures; the amount proposed to be raised by direct property taxation; giving notice of the time for hearing taxpayers, for adopting of Budget and for fixing the tax levies. **(Adopt Tentative Budget for City FY 19-20)**

Finance Director Brandi Suda addressed the Council with a PowerPoint presentation that covered the following:

CITY OF FLAGSTAFF FY2020 BUDGET

TIMELINE
LEGAL SCHEDULE A

Vice Mayor Shimoni stated that the item will be continued at the 6:00 p.m. portion of the meeting.

RECESS

The 4:30 p.m. portion of the June 4, 2019, Regular Council Meeting recessed at 5:47 p.m.

6:00 P.M. MEETING

RECONVENE

Vice Mayor Shimoni reconvened the Regular Meeting of June 4, 2019, at 6:02 p.m.

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).

9. ROLL CALL

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

PRESENT:

VICE MAYOR SHIMONI
COUNCILMEMBER ASLAN (arrived at 6:04 p.m.)
COUNCILMEMBER MCCARTHY (arrived at 6:03 p.m.)
COUNCILMEMBER ODEGAARD
COUNCILMEMBER SALAS
COUNCILMEMBER WHELAN

ABSENT:

MAYOR EVANS

Others present: City Manager Barbara Goodrich; City Attorney Sterling Solomon.

10. PLEDGE OF ALLEGIANCE

The Council and audience recited the pledge of allegiance.

11. PUBLIC PARTICIPATION

None

12. CARRY OVER ITEMS FROM THE 4:30 P.M. AGENDA**A. ITEM 8A**

Consideration and Adoption of Resolution No. 2019-24:A resolution of the Council of the City of Flagstaff, Arizona adopting the tentative estimates of the amounts required for the public expense for the City of Flagstaff for Fiscal Year 2019-2020; adopting a Tentative Budget; setting forth the receipts and expenditures; the amount proposed to be raised by direct property taxation; giving notice of the time for hearing taxpayers, for adopting of Budget and for fixing the tax levies. (Adopt Tentative Budget for City FY 19-20)

Ms. Suda continued the presentation.

HIGHLIGHTS**INVESTMENTS BY COUNCIL GOALS****CHANGES SINCE APRIL RETREAT**

APPROPRIATIONS INCREASED BY \$77.8 M

ADDITIONAL INFORMATION

Councilmember Whelan asked if the capital carryovers approved in 2019 can change priorities in the next budget cycle. Ms. Suda stated that carryovers must be used for the originally approved purpose.

Councilmember Whelan asked if there are any projections as to what is going to happen with the state assessment for minimum wage. Ms. Goodrich stated that staff have been working extensively with the Governor's office to get answers to that question. It is the understanding that there will not be any assessment in Fiscal Year 2020. The expectation is to provide \$150,000 to pull down the \$300,000 from the state. There are ongoing discussions with the state as to how those funds will be distributed to the Flagstaff partners.

Ms. Goodrich urged Council to adopt the budget. If a budget is not adopted by July 1, 2019 the City will be unable to spend any monies on 2020 initiatives or enter into any new contracts. On June 25, 2020 the Council would need to pass a continuing resolution that would allow the City to pay employees at their current rate of pay. Statutorily, the City has to have the budget adopted by the 3rd week of July. There are adequate contingencies within the budget for issues as they come up and staff would be back in front of Council to make decisions on how to allocate the funds.

Ms. Suda continued the presentation.

CITY OF FLAGSTAFF PROPERTY TAX

Steve Finch, on behalf of the Flagstaff Lodging, Restaurant, and Tourism Association, addressed Council stating their concern about an increase in property tax. There is increased inventory that is coming into Flagstaff which generates more property tax income, there is no need to increase taxes on existing property.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to read Resolution No. 2019-24 by title only.

Vote: 5 - 1

NAY: Councilmember Jamie Whelan

*A RESOLUTION OF THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA
ADOPTING THE TENTATIVE ESTIMATES OF THE AMOUNTS REQUIRED FOR THE
PUBLIC EXPENSE FOR THE CITY OF FLAGSTAFF FOR THE FISCAL YEAR 2019-2020;
ADOPTING A TENTATIVE BUDGET; SETTING FORTH THE RECEIPTS AND
EXPENDITURES; THE AMOUNT PROPOSED TO BE RAISED BY DIRECT PROPERTY
TAXATION; GIVING NOTICE OF THE TIME FOR HEARING TAXPAYERS, FOR
ADOPTING OF BUDGET AND FOR FIXING THE TAX LEVIES*

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2019-24.

Vote: 4 - 1

NAY: Councilmember Jamie Whelan

Mr. Solomon stated that there has been some new legal advice regarding the next agenda item and recommended an Executive Session.

Vice Mayor Shimoni also announced that Items 15A, 15B, 15C, and 17A are being postponed to a later meeting.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Jamie Whelan to recess into Executive Session.

Vote: 6 - 0 - Unanimously

The Council recessed into Executive Session at 6:36 p.m. and reconvened into Regular Session at 6:41 p.m.

13. **PUBLIC HEARING ITEMS**

A. Public Hearing, Consideration and Possible Adoption of Ordinance No. 2019-014:

Canyon del Rio Investors, LLC requests a Concept Zoning Map Amendment of approximately 83.88 acres at 3200 East Butler Avenue from the RD, Research and Development Zone, to MR, Medium Density Residential Zone (27.9 acres), HR, High Density Residential Zone (30.0 acres), and HC, Highway Commercial Zone (25.9 acres). The area proposed for the Concept Zoning Map Amendment is a portion of a 262-acre development known as Canyon del Rio. (Canyon del Rio Investors, LLC Concept Zoning Map Amendment request for property located at 3200 East Butler Avenue.)

Vice Mayor Shimoni opened the public hearing.

Planning Development Manager Neil Gullickson provided a PowerPoint presentation that covered the following:

RESPONSES TO COUNCIL'S CONCERNS FROM MAY 21, 2019
LIMITATION OF BUILDING HEIGHT ON HR PROPERTIES
CASH-IN-LIEU OF AFFORDABLE HOUSING
RESIDENTIAL DEVELOPMENT EFFICIENCY
SHIELDING OF LOADING DOCKS
FLOOR AREA RATIO (FAR) DEFINED
FAR LIMITATION AT HIGHWAY COMMERCIAL ZONE (HC)

HIGH OCCUPANCY HOUSING REVERSION TO R & D ZONING

The applicant, Brian Rhoton, on behalf of Canyon Del Rio addressed Council stating that he has worked with staff to identify solutions that address many of the Council concerns especially with the High Occupancy Housing. He stated that the offer was recently revised with regard to the affordable housing.

Councilmember McCarthy and Councilmember Whelan offered appreciation to Mr. Rhoton for his work with staff, the neighbors of the area, and the community.

Vice Mayor Shimoni asked if there was a way to limit and regulate short-term rentals within the development. Mr. Rhoton stated that short-term rentals will be addressed in the development's CCRs.

Councilmember Salas asked about the anticipated revenue generation. Mr. Rhoton indicated that the one-time sales tax is estimated to be \$18 million.

Councilmember Aslan stated that he is okay with the limitation on building height given there will be additional forest resource credit.

The following individuals addressed Council regarding the development:

- Wilma Ennenga
- Anne Vonesh
- Dan Powell

The following comments were received:

- Flagstaff needs housing not short-term rentals.
- What is to stop the developer from coming back two years from now saying that they cannot complete the project at the lower building height.
- The corner should stay as R & D and then Council can consider rezoning to commercial should it be needed at a later date.
- Concerned about the density, it should be limited to a number of people per acre.
- The developer is getting 6.7 acres of land for \$650,000 that is a steal in Flagstaff, if the City is trying to make money, this is not the way to do it.
- The land should be offered to the open market.

A written comment card in support of the development was submitted by Joe Galli on behalf of the Greater Flagstaff Chamber of Commerce.

Councilmember Odegaard asked the total amount of developable land. Mr. Gullickson stated that the site is substantially impacted by a transmission line easement and staff estimates that less than 50% of the site is developable. The allowed density per the development agreement is 80 units and that would be difficult to do.

There being no further comment Vice Mayor Shimoni closed the public hearing.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Regina Salas to read Ordinance No. 2019-14 by title only for the final time.

Vote: 6 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 83.88 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 3200 EAST BUTLER AVENUE ON PARCEL NUMBERS 106-08-005L, 106-08-005M AND 106-08-005P FROM THE RESEARCH AND DEVELOPMENT (RD) ZONE TO MEDIUM DENSITY RESIDENTIAL (MR), HIGH DENSITY RESIDENTIAL (HR), AND HIGHWAY COMMERCIAL (HC) WITH CONDITIONS; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Regina Salas to adopt Ordinance No. 2019-14.

Vote: 6 - 0 - Unanimously

14. REGULAR AGENDA

- A. **Consideration and Approval of Preliminary Block Plat** Request by Canyon del Rio Investors, LLC, for Preliminary Plat approval for Canyon del Rio, a subdivision consisting of 22-parcels, 8-tracts and Rights-of-Way on 262 acres, located at 1200 East Butler Avenue in the R1, Single-Family Residential Zone, the MR, Medium-Density Residential Zone, the HR, High-Density Residential Zone and the HC, Highway Commercial Zone.

Mr. Gullickson provided a PowerPoint presentation that covered the following:

CANYON DEL RIO PRELIMINARY BLOCK PLAT
ARIEL MAP
PROPOSAL
PRELIMINARY PLAT MAP
ZONING REQUIREMENTS
RESOURCES
TRAFFIC
UTILITIES
SUMMARY OF FINDINGS
CONDITIONS

Dan Powell addressed Council with concerns about selling the parcel for such a low price.

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Jim McCarthy to approve the Preliminary Block Plat with the following conditions; 1. The final plats for each phase shall be in substantial conformance with the preliminary plat including the phasing plan and map (sheets PH01 and PH02) of the preliminary Block Plat of Canyon del Rio. Each phase and parcel of the Canyon del Rio plat must meet all requirements independently. 2. Dedication of Tracts B and C and easements for tracts A, D, E, F, G and H are provided with the final block plat for Canyon del Rio. 3. Internal vehicle and pedestrian connections between blocks must be provided to the greatest extent feasible with special attention to connections from each block to the designated open space/civic space areas as well as adjacent activity centers. and 4. Permanent public pedestrian easements on all trails within the Canyon del Rio Subdivision(s) must be granted and shown on all final plats of the parcels.

Vote: 6 - 0 - Unanimously

- B. Consideration and Possible Adoption of Resolution No. 2019-20:** A resolution authorizing the execution of a Development Agreement between Canyon del Rio Investors, LLC and the City of Flagstaff related to the development of approximately 262 acres of real property generally located at 3200 East Butler Avenue. (**Canyon del Rio Development Agreement**)

Mr. Gullickson provided a PowerPoint presentation that covered the following:

CANYON DEL RIO DEVELOPMENT AGREEMENT
DEVELOPMENT AGREEMENT HIGHLIGHTS
REGIONAL TRAFFIC IMPROVEMENTS CASH IN-LIEU PAYMENTS
BUTLER AND FOURTH STREET FRONTAGE IMPROVEMENTS
BUTLER/I-40 INTERCHANGE IMPROVEMENTS
OTHER CITY PROJECTS IN THE AREA
WATER IMPROVEMENTS SECTION 4.10
DEVELOPMENT AGREEMENTS HIGHLIGHTS CONTINUED

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to read Resolution No. 2019-20 by title only for the final time and include the increase in the cash-in-lieu contribution for workforce affordable housing to \$650,000.

Vote: 6 - 0 - Unanimously

*A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA,
AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN
CANYON DEL RIO INVESTORS, LLC AND THE CITY OF FLAGSTAFF RELATED TO THE
DEVELOPMENT OF APPROXIMATELY 262 ACRES OF REAL PROPERTY GENERALLY
LOCATED AT 3200 EAST BUTLER AVENUE AND ESTABLISHING AN EFFECTIVE DATE*

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Jamie Whelan to adopt Resolution No. 2019-20.

Vote: 6 - 0 - Unanimously

A break was held from 7:35 p.m. through 7:51 p.m.

- C. Consideration and Adoption of Resolution No. 2019-26 and Ordinance No. 2019-16:**
Adoption of the *"The 2018 Suite of Codes and the 2019 Amendments to City Code, Title 4, Building Regulations."*

Building Official Amy Palmer and Building Plans Examiner Victoria St. Clair provided a PowerPoint presentation that covered the following:

2018 BUILDING AND FIRE CODE ADOPTION AND AMENDMENTS
PROPOSED MODEL CODES
ADOPTION TIMELINE
DEFINITION OF "SUBSTANTIAL STRUCTURAL DAMAGE"
CONDITION 1
CONDITION 2
CONDITION 3
COCONINO COUNTY/CITY OF FLAGSTAFF COMPARISON
BLOWER DOOR TESTING
BENEFITS OF BLOWER DOOR TESTING
CONSUMER PROTECTION

HISTORY OF BLOWER DOORS IN THE CODE

Councilmember Salas stated that she supports having the same City and County codes rather than the City including additional requirements for EV parking and solar ready. Sustainability Manager Nicole Antonopoulos indicated that the discussion on including those elements was financial in nature because there is a cost savings to doing those things up front rather than retrofitting later. Councilmember Salas stated that she would rather those elements be voluntary.

Councilmember Whelan noted some of the differences between City and County dwellings and why it makes sense to include those elements in the City code. Councilmember McCarthy agreed and Councilmember Aslan stated that he is excited to see those elements included because retrofitting makes it difficult for people to change behavior.

Bobby Eccleston addressed Council expressing his support of the proposed amendments.

Councilmember Odegaard asked about the suggested edits from the Arizona Multi-Housing Association regarding snow loads. Ms. Palmer stated that they have been in contact and made some adjustments based on their suggestions.

Councilmember Odegaard stated that he had some initial hesitations but he is supportive of the proposed amendments.

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Austin Aslan to read Resolution No. 2019-26 by title only.

Vote: 5 - 1

NAY: Councilmember Regina Salas

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, DECLARING AS A PUBLIC RECORD THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK ENTITLED "THE 2018 SUITE OF CODES AND THE 2019 AMENDMENTS TO CITY CODE, TITLE 4, BUILDING REGULATIONS" WHICH INCLUDE THE INTERNATIONAL BUILDING CODE, 2018 EDITION; INTERNATIONAL RESIDENTIAL CODE, 2018 EDITION; INTERNATIONAL EXISTING BUILDING CODE, 2018 EDITION; INTERNATIONAL MECHANICAL CODE, 2018 EDITION; INTERNATIONAL PLUMBING CODE, 2018 EDITION; INTERNATIONAL FUEL GAS CODE, 2018 EDITION; INTERNATIONAL ENERGY CONSERVATION CODE, 2018 EDITION; INTERNATIONAL SWIMMING POOL AND SPA CODE, 2018 EDITION; NFPA 70 – NATIONAL ELECTRICAL CODE, 2017 EDITION; ICC A117.1-2017 STANDARD FOR ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES; UNIFORM HOUSING CODE, 1997 EDITION; UNIFORM ADMINISTRATIVE CODE, 1997 EDITION; UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, 1997 EDITION; AND THE 2019 AMENDMENTS TO CITY CODE, TITLE 4, BUILDING REGULATIONS

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Austin Aslan to read Ordinance No. 2019-16 by title only for the first time.

Vote: 5 - 1

NAY: Councilmember Regina Salas

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, ADOPTING THAT CERTAIN DOCUMENT ENTITLED "THE 2018 SUITE OF CODES AND THE 2019 AMENDMENTS TO CITY CODE, TITLE 4, BUILDING REGULATIONS" BY REFERENCE AND FIXING THE EFFECTIVE DATE OF THE CODES AND AMENDMENTS; REPEALING ALL SECTIONS OF THE CITY CODE IN CONFLICT WITH THIS ORDINANCE; PRESERVING RIGHTS AND DUTIES THAT HAVE ALREADY MATURED AND PROCEEDINGS THAT HAVE ALREADY BEGUN UNDER THE PRIOR CODES; PROVIDING PENALTIES FOR VIOLATIONS; AND PROVIDING FOR SEVERABILITY

D. Consideration and Adoption of Resolution No. 2019-27 and Ordinance No.

2019-17: Declaring as a Public Record that certain document known as "The International Fire Code, 2018 Edition, and the 2019 Amendments to the Flagstaff City Code, Title 5, Fire Code" and adopting said public record by reference.

Tom Scheel addressed Council with concerns about the fire code taking away access to rooftops which is important for solar access.

Deputy Fire Chief Jerry Bills explained that the amendments to the code include the State minimum standards but they also include the authority for the Fire Marshall to make adjustments on a case by case basis. He indicated that there is always room to make adjustments to allow for as much access as possible.

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Jim McCarthy to read Resolution 2019-27 by title only.

Vote: 6 - 0 - Unanimously

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, DECLARING AS A PUBLIC RECORD THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK ENTITLED "THE INTERNATIONAL FIRE CODE, 2018 EDITION, AND THE 2019 AMENDMENTS TO FLAGSTAFF CITY CODE, TITLE 5, FIRE REGULATIONS"

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Jim McCarthy to read Ordinance 2019-17 by title only.

Vote: 6 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, ADOPTING "THE INTERNATIONAL FIRE CODE, 2018 EDITION, AND THE 2019 AMENDMENTS TO FLAGSTAFF CITY CODE, TITLE 5, FIRE REGULATIONS" BY REFERENCE AND FIXING THE EFFECTIVE DATE THEREOF; REPEALING ALL SECTIONS OF SAID CODE IN CONFLICT WITH THIS ORDINANCE; PRESERVING RIGHTS AND DUTIES THAT HAVE ALREADY MATURED AND PROCEEDINGS THAT HAVE ALREADY BEGUN THEREUNDER AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF

E. Consideration and Adoption of Resolution No. 2019-28 and Ordinance No. 2019-19: A resolution and ordinance amending the Flagstaff City Code, Title 8, *Streets and Public Ways* and Title 9, *Traffic*, Chapter 9-05, *Bicycles*.

Multi-Modal Planner Martin Ince provided a PowerPoint presentation that covered the following:

CITY CODE REVISIONS
REVISIONS MADE FOLLOWING MAY 28 WORK SESSION
PAVED AND UNPAVED FUTS
TABLE OF DEVICES AND FACILITIES
FUTS TRAIL MAP
NAME, DOB, ADDRESS
OPERATING UNDER THE INFLUENCE

The following individuals addressed Council in opposition of the ordinance:

- Sasha Heinman
- Risha Vanderway
- Jim Gibson
- Sara Gibson
- Jan Smith
- Chris Gunn
- Lindsey Dietrich
- Mitch Buckingham
- Justin Inglis
- Bobby Eccelston
- Dan Stoffel
- Anthony Quintile
- Andres Adanto
- Ken Lane
- Miranda Sweet
- David Actor
- Kyle Doherty
- Joseph Armstrong
- Karin Wadsack
- Arteck Durham
- Dan Powell
- Julie Leid
- Hardy Stroziek

The following comments were received:

- Concerned about the biking infrastructure in Flagstaff and pushing more bikes to use unsafe bike lanes because they cannot use the FUTS trails.
- The ordinance places more barriers to cycling in a community that already has enough barriers.
- The capacity for harm while bicycling under the influence is only to the rider.
- So many people use e-bikes to get around for both recreation and work.
- People have a right to be here and enjoy themselves on their bikes.
- It is virtually impossible to tell the difference between an e-bike and a regular bike.
- People ride within the limits and safe and responsible bike riders will be the same on e-bikes.
- The technology allows many differently-abled people to ride a bike and they should be

allowed on the FUTS trails.

- By limiting e-bikes many would be unable to bike commute anymore.
- E-bikes are not a safety issue on the trails, e-bikes being limited to the road only is a safety issue.
- There is not sufficient data that shows e-bikes are more dangerous than regular bikes.
- There is room on the trails for everyone to enjoy using them whether walking, running, or riding a bike.
- The City should be doing more to support bike use in Flagstaff, allowing e-bikes on FUTS trails is one such way.
- The City of Flagstaff should be an example to others on the use of e-bikes and highlight the desire to be a bicycle-friendly community.
- This is an exercise in looking for a solution to a problem that does not exist.
- Go by state law, clarify no e-bikes on sidewalks, and treat them like a regular bike.
- Separating FUTS trails into commuter and recreational categories is not practical, all FUTS trails are commuter.
- Anything that deters people from getting on a bike is a bad thing.
- Ruining someone's life, career, and reputation for riding a bike while intoxicated is not appropriate.
- Allowing e-bikes on trails is supported by the CAAP.
- Go with the data and not emotion.

The following individuals addressed Council in favor of the ordinance:

- Joan Martini
- Joe Shannon

The following comments were received:

- Any type of motorized travel should not be allowed on unpaved FUTS trails.
- It would be a step backwards to allow e-bikes on the non-motorized FUTS trails.
- The discussion about e-bikes reemphasizes the need for complete roads.
- Majority of people like the FUTS because it does not have motorized traffic.

Written comment cards in opposition of the ordinance were submitted by the following:

- Karin Wadsack
- Leslie L. Barton
- Jim Gibson
- Elizabeth Bramer
- Kurt Barton
- Karen Malis-Clark
- Sara Gibson
- Lillian Santamaria
- Cynthia McKinnon
- Elson Miles
- Artec Durham

Written comment cards in favor of the ordinance were submitted by the following:

- Ellen Tibbetts
- Mimi Murov

A break was held from 10:03 p.m. through 10:10 p.m.

Councilmember Aslan stated that there is a divide in the community on the issue. He does not see a functional difference between regular bikes and e-bikes and does not believe they should be treated differently. As such, whatever applies to one should apply to all. Flagstaff

needs to be leading in the use of e-bikes.

Councilmember Odegard stated that Flagstaff is a multi-modal community and e-bikes are a part of that. Class 1 and 2 e-bikes should be allowed on all FUTS trails. He is thankful that he had the opportunity to experience an e-bike and after using one believes they are not the threat that some believe they are. He does believe that there should be some consequences attached to biking under the influence regardless of bicycle type. Five days in jail and a \$250 fine is too harsh but there should be some sort of penalty.

Councilmember Salas asked if there is a conflict of interest for Vice Mayor Shimoni in that he owns a bike shop that could profit from the decision made on the issue. Mr. Solomon explained that there is no conflict of interest because there are more than ten similar businesses in Flagstaff. This is referred to as the Rule of Ten within the conflict of interest law.

Councilmember Salas stated that Flagstaff embraces the multi-modal transportation system; however, most cyclists feel unsafe on the street and in bike lanes and that is a major issue. She appreciates the value of e-bikes, increasing mobility, enhancing wellness, reducing pollution, and recognizes the financial benefit of e-bikes. Her position about the safety of e-bikes is based on her own experience with not so responsible cyclists. There is no data to suggest that e-bikes are more dangerous and many of her safety concerns have been addressed through the comments made. The focus should be on encouraging self-discipline, education, and bike manners regardless of bike type. Given that, she is willing to consider permitting Class 1 and 2 e-bikes on the FUTS but some FUTS should be designated solely for non-motorized use.

Councilmember McCarthy stated that Class 1 and 2 e-bikes should be allowed on the FUTS but he is still concerned that pedestrians will be discouraged to use the trails as a result. He is interested in establishing speed limits and designating certain trails as non-motorized such as Buffalo Park and Mars Hill. He also believes that there should be some penalty for biking under the influence however five days in jail is excessive.

Councilmember Whelan stated that providing a truthful name and date of birth is important as is some sort of penalty for biking under the influence but no jail time or large monetary penalties. She requested that the Pedestrian Advisory Committee and the Bicycle Advisory Committee evaluate and identify routes that are solely recreational like Buffalo Park. There needs to be areas for pedestrians to be alone without bike interference. She agreed that Class 1 and 2 e-bikes be allowed on FUTS with the caveat that there be some further discussion about trails that could be used for just pedestrians.

Vice Mayor Shimoni stated that he prefers all classes of e-bikes be permitted but he is willing to compromise with Class 1 and 2 only. He believes that much of the concerns can be addressed with education about proper and respectful bike operation. He added that he is open to conversations about some areas that would not allow bikes. Ultimately there needs to be an increased effort to widen the FUTS to accommodate many different types of transportation and improving streets to make them more accessible and safer to cyclists. Any bike share program that comes in needs to be held accountable for their bike placement and docking stations should be highly encouraged. He is not interested in placing any further regulations on bicycles including biking under the influence.

A majority of Council agreed to allow Class 1 and 2 e-bikes on all FUTS trails regardless of surface type, allow Class 1 and 2 e-bikes on sidewalks outside of the downtown area, and no regulation on biking under the e-bikes.

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Charlie Odegaard to read Resolution No. 2019-28 as amended to allow Class 1 and Class 2 e-bikes on FUTS trails, not allow Class 3 e-bikes on sidewalks and FUTS trails, and amend to remove any operating under the influence provisions.

Vote: 6 - 0 - Unanimously

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, DECLARING CERTAIN DOCUMENTS KNOWN AS "THE 2019 AMENDMENTS TO TITLE 8, STREETS AND PUBLIC WAYS AND TITLE 9, TRAFFIC, CHAPTER 9-05, BICYCLES OF THE FLAGSTAFF CITY CODE" AS PUBLIC RECORDS

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Austin Aslan to read Ordinance No. 2019-19 by title only for the first time.

Vote: 6 - 0 - Unanimously

15. DISCUSSION ITEMS

- A. Discussion and Direction:** Possible Ballot Measure Committees for the November 2020 General Election

ITEM POSTPONED TO JUNE 11, 2019

- B. Discussion:** Affordable Housing ballot measure for 2020

ITEM POSTPONED TO JUNE 11, 2019

- C. Discussion/Direction:** Establish/Create the Affordable Housing Commission discussed in Proposition 422

ITEM POSTPONED TO JUNE 11, 2019

16. COUNCIL LIAISON REPORTS

None

17. 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 Mayor Evans to place on a future agenda a discussion about a cell phone tower ordinance to require that the coverage map provided in the application be done by an independent third party.

ITEM POSTPONED TO JUNE 18, 2019

- B. Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Odegaard to place on a future agenda a discussion about the creation of a City Veterans' Liaison Coordinator position.

ITEM POSTPONED TO JUNE 18, 2019

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

None

19. **ADJOURNMENT**

The Regular Meeting of the Flagstaff City Council held June 4, 2019, adjourned at 11:05 p.m.

MAYOR

ATTEST:

CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on June 4, 2019. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 19th day of January, 2021.

CITY CLERK

MINUTES

1. **CALL TO ORDER**

Mayor Evans called the meeting of the Flagstaff City Council held June 18, 2019, to order at 4:30 p.m.

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.

PRESENT:

ABSENT:

MAYOR EVANS
VICE MAYOR SHIMONI
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY
COUNCILMEMBER ODEGAARD
COUNCILMEMBER SALAS
COUNCILMEMBER WHELAN

Others present: City Manager Barbara Goodrich; City Attorney Sterling Solomon.

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

The Council and audience recited the pledge of allegiance and Vice Mayor Shimoni read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

4. **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.

Beautification and Public Art Administrator Mark DiLucido addressed Council providing an update on three new public art projects.

Joe Galli on behalf of the Greater Flagstaff Chamber of Commerce addressed Council with an update of the Flagstaff Stem Camp put on by the Chamber.

5. **PROCLAMATIONS AND RECOGNITIONS**

A. **Employee Work Group Recognitions**

Council approached the podium and recognized the Wildcat Reclamation Plant employees for their response to the digester pipe failure emergency.

6. **LIQUOR LICENSE PUBLIC HEARINGS**

A. **Consideration and Action on Liquor License Application:** Kamporn Khonphian "Asia Station," 121 S. San Francisco Street, Series 12 (restaurant), New License.

Mayor Evans opened the public hearing.

Sgt. Collin Seay briefly reviewed the application.

There being no public comment, Mayor Evans closed the public hearing.

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Charlie Odegaard to forward the application to the State with a recommendation of approval.

Vote: 7 - 0 - Unanimously

7. **CONSENT ITEMS**

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

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jamie Whelan to approve the Consent Agenda as presented.

Vote: 7 - 0 - Unanimously

- A. **Consideration of Appointments:** Presiding Magistrate, Magistrate and On-Call Magistrate.
Approve the appointments of Honorable Thomas Chotena as Presiding Magistrate,
Honorable Michael Araujo as Magistrate and Honorable Paul Julien as On-Call Magistrate.

8. **ROUTINE ITEMS**

- A. **Consideration and Approval of Contracts:** Annual Software Maintenance Contracts

IT Director CJ Perry addressed Council stating the contract is for the annual maintenance for the organization's Microsoft software licensing.

Councilmember Whelan asked if there was a price increase from last year. Mr. Perry stated that there was an increase due to the licensing of new employees.

Moved by Councilmember Jamie Whelan, **seconded by** Vice Mayor Adam Shimoni to approve contracts for annual software maintenance in an amount not to exceed \$436,015.25 plus applicable taxes with CDW/Microsoft Enterprise Agreement: Cooperative pursuant to Arizona State Contract No. ADSP017-149774, \$191,602.56 and Hexagon (Formerly Intergraph) \$244,412.69.

Vote: 7 - 0 - Unanimously

- B. **Consideration and Approval of Contract:** Purchase of Materials and/or Services with Northern Arizona University for Fiber Services

Mr. Perry noted that the critical element of the contract is to replace the leased line with SuddenLink which will allow for increased bandwidth and expansion of the free public wifi.

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Charlie Odegaard to approve a contract with Northern Arizona University (NAU) in an amount not to exceed the FY2020 budget of \$90,000 to connect fiber optic cable between City of Flagstaff and Northern Arizona University and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

- C. **Consideration and Adoption of Resolution No. 2019-32:** A resolution of the Flagstaff City Council adopting the City of Flagstaff Public Safety Personnel Retirement System Pension Funding Policy; delegating authority; and establishing an effective date.

Management Services Director Rick Tadder provided a PowerPoint presentation that covered the following:

PUBLIC SAFETY PENSION FUNDING POLICY
STEP 1: INTRODUCTION
STEP 2: PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM
STEP 3: PSPRS FUNDING GOAL
BASE PLAN – NO ADDITIONAL CONTRIBUTION GRAPH
\$871,000 ADDITIONAL ANNUAL CONTRIBUTIONS GRAPH
UNFUNDED ACTUARIAL ACCRUED LIABILITY (UAAL)
PATH FORWARD

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to read Resolution No. 2019-32 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL ADOPTING THE CITY OF FLAGSTAFF PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM PENSION FUNDING POLICY; DELEGATING AUTHORITY; AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2019-32.

Vote: 7 - 0 - Unanimously

- D. Consideration and Adoption of Ordinance No. 2019-18:** A(n) ordinance of the Flagstaff City Council authorizing the acquisition of approximately 1.931 acres of real property at 3900 E. Industrial Drive for public right-of-way and approving real estate purchase and sale contracts; providing for severability, the delegation of authority, and establishing an effective date.

Real Estate Manager Charity Lee provided a PowerPoint presentation that covered the following:

RIGHT OF WAY ACQUISITION
OVERVIEW MAP
PROJECT COST
ACQUISITION COSTS

Councilmember Whelan asked why the project was picked as a priority to complete. Ms. Lee explained that this is the third phase of the project and there are drainage issues in the area but because the city does not own the property the improvements cannot be made.

Councilmember Whelan expressed concern about other projects not being completed or postponed and asked why they cannot be prioritized over phase three of another project. Capital Improvements Engineer Bret Peterson stated that much of it has to do with funding sources. Stormwater improvements are funded by stormwater fees and Road Repair and Street Safety funds the streets projects. Mayor Evans added that she understands the frustration, but the other consideration is that constant reprioritization of projects leads to nothing ever being fully completed. There is value to completing the project and adding another to the capital improvement plan.

Moved by Councilmember Charlie Odegaard, **seconded by** Vice Mayor Adam Shimoni to read Ordinance No. 2019-18 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE ACQUISITION OF APPROXIMATELY 1.931 ACRES OF REAL PROPERTY AT 3900 E. INDUSTRIAL DRIVE FOR PUBLIC RIGHT-OF-WAY AND APPROVING REAL ESTATE PURCHASE AND SALE CONTRACTS; PROVIDING FOR SEVERABILITY, DELEGATION OF AUTHORITY, AND ESTABLISHING AN EFFECTIVE DATE

- E. Consideration and Adoption of Ordinance 2019-11:** A(n) ordinance of the Flagstaff City Council authorizing the sale of a portion of City property located at 2989 E. Butler Avenue, Assessor Parcel Number 106-04-007B to Woodshire on Butler, LLC for affordable housing, and establishing an effective date.

Ms. Lee provided a PowerPoint presentation that covered the following:

SALE OF CITY PROPERTY 2989 E. BUTLER AVENUE AND DEVELOPMENT OF
AFFORDABLE HOUSING
AERIAL MAP

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Jim McCarthy to read Ordinance No. 2019-11 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE SALE OF A PORTION OF CITY PROPERTY LOCATED AT 2989 E. BUTLER AVENUE, ASSESSOR PARCEL NUMBER 106-04-007B TO WOODSHIRE ON BUTLER, LLC FOR AFFORDABLE HOUSING, AND ESTABLISHING AN EFFECTIVE DATE

- F. Consideration and Approval of Agreement:** Category 5 Master Cost Recovery Agreement between U.S. Department of Agriculture, Forest Service, Coconino National Forest and the City of Flagstaff.

Ms. Lee offered that the City is working on many projects that require a special use permit from the Forest Service. In order to expedite the City's projects, the Forest Service has requested that the City enter into a Master Cost Recovery Agreement. The Agreement will be funded with an initial \$15,000 and will allow the Forest Service to use the funds to process the City applications in a more timely manner.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Regina Salas to approve the Master Cost Recovery Agreement Between U.S. Department of Agriculture (USDA), Forest Service, Coconino National Forest, and City of Flagstaff.

Vote: 7 - 0 - Unanimously

- G. Consideration and Adoption of Ordinance 2019-23:** An ordinance of the Flagstaff City Council authorizing the transfer of real property along Arizona Highway 180/Humphreys Street from Route 66 to Aspen Avenue to the Arizona Department of Transportation for right-of-way purposes; delegating authority and establishing an effective date.

Ms. Lee provided a PowerPoint presentation the covered the following:

TRANSFER OF CITY PROPERTY AND RIGHT OF WAY TO ADOT
BACKGROUND/HISTORY
PROPERTY TRANSFER
PROPERTY TRANSFER LOCATION MAP

Councilmember Whelan asked why the turning lane is not extended back to Wheeler Park. Traffic Engineer Jeff Bauman stated that staff has the same question and discussions are ongoing with ADOT as the design plans are completed.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Regina Salas to read Ordinance No. 2019-23 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING TRANSFER OF REAL PROPERTY ALONG ARIZONA HIGHWAY 180/HUMPHREYS STREET FROM ROUTE 66 TO ASPEN AVENUE TO THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR RIGHT-OF-WAY PURPOSES; DELEGATING AUTHORITY, AND ESTABLISHING AN EFFECTIVE DATE

Mayor Evans stated that Items 8H, 8I, and 8J will be carried over to the 6:00 p.m. portion of the agenda.

- H. **Consideration and Approval of Resolution No. 2019-23:** A resolution of the Flagstaff City Council approving Grant Agreement GRT-19-0007314-T between the State of Arizona and the City of Flagstaff acting on behalf of the Flagstaff Metropolitan Planning Organization (FMPO) regarding work project implementation. (Annual Update of FMPO Grant Agreement)
- I. **Consideration and Adoption of Resolution No. 2019-26 and Ordinance No. 2019-16:** Adoption of the *"The 2018 Suite of Codes and the 2019 Amendments to City Code, Title 4, Building Regulations."*
- J. **Consideration and Adoption of Resolution No. 2019-27 and Ordinance No. 2019-17:** Declaring as a Public Record that certain document known as "The International Fire Code, 2018 Edition, and the 2019 Amendments to the Flagstaff City Code, Title 5, Fire Code" and adopting said public record by reference.

RECESS

The 4:30 p.m. portion of the June 18, 2019, Regular Council Meeting recessed at 5:47 p.m.

6:00 P.M. MEETING

RECONVENE

Mayor Evans reconvened the Regular Meeting of June 18, 2019, at 6:02 p.m.

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).

9. ROLL CALL

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

PRESENT:

ABSENT:

MAYOR EVANS
VICE MAYOR SHIMONI
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY
COUNCILMEMBER ODEGAARD
COUNCILMEMBER SALAS
COUNCILMEMBER WHELAN

Others present: City Manager Barbara Goodrich; City Attorney Sterling Solomon.

10. PLEDGE OF ALLEGIANCE

The Council and audience recited the pledge of allegiance.

11. PUBLIC PARTICIPATION

Anthony Garcia addressed Council to provide an update on the Beautification and Public Art Commission and encouraged community to get involved and participate on the commission.

12. CARRY OVER ITEMS FROM THE 4:30 P.M. AGENDA**A. ITEM 8H**

Consideration and Approval of Resolution No. 2019-23:A resolution of the Flagstaff City Council approving Grant Agreement GRT-19-0007314-T between the State of Arizona and the City of Flagstaff acting on behalf of the Flagstaff Metropolitan Planning Organization (FMPO) regarding work project implementation. (Annual Update of FMPO Grant Agreement)

Grants and Contracts Manager Stacey Brechler-Knaggs stated that the grant agreement is on behalf of the FMPO and acknowledges their annual work plan.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to read Resolution No. 2019-23 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL APPROVING JOINT PROJECT AGREEMENT/INTERGOVERNMENTAL AGREEMENT GRT-19-0007314-T BETWEEN THE STATE OF ARIZONA AND THE CITY OF FLAGSTAFF ACTING ON BEHALF OF THE FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION (FMPO) REGARDING WORK PROGRAM IMPLEMENTATION

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2019-23.

Vote: 7 - 0 - Unanimously

B. ITEM 8I

Consideration and Adoption of Resolution No. 2019-26 and Ordinance No.

2019-16:Adoption of the "The 2018 Suite of Codes and the 2019 Amendments to City Code, Title 4, Building Regulations."

Vice Mayor Shimoni asked about adjusting the EV ready spaces to a percentage of spaces when the total parking spaces exceeds 100. Currently only three spaces are required for a lot that has 100 or more spaces. He recommended shifting to a two percent requirement for the larger lots instead of a fixed number. Climate and Energy Specialist Jenny Neiman stated that the fixed number of three EV ready spaces for lots of 100 or more was based on an evaluation of best practices around the country. The recommendation focuses on getting a smaller number of EV charging stations installed in more places throughout the community which is why the requirement is actually heavier for smaller developments. Staff's recommendation is to keep the requirement fixed at three spaces for lots of 100 or more. Vice Mayor Shimoni noted his concern that developers will only do the minimum requirement and he would prefer a more progressive approach.

Councilmember Salas asked if there was a reason given for why the County did not include the additional energy efficiency requirements in their code. Ms. Neiman indicated that the blower door and duct testing were not included for a number of reasons but one of them is because of the geographic range of the county and it is difficult to get those service out to those areas.

Joe Galli on behalf of the Greater Flagstaff Chamber of Commerce addressed Council with concerns about the additional costs associated with the new codes. There is concern that it will further inhibit affordability in Flagstaff.

Councilmember McCarthy stated that he is sensitive to adding cost to new housing however the total cost of housing is related to utility usage and it is cost effective to provide energy efficiency capabilities on the front end rather than retrofit later.

Mayor Evans indicated that she is not supportive of adding to the cost of new housing. People in Flagstaff are just trying to get into a home and this is one more hurdle in the overall expense.

Councilmember Whelan stated that she is looking down the road and these additions to the code are the proper way to proceed to decrease the carbon footprint of Flagstaff. There are many factors that go into the cost of housing including realtor fees, developer fees, heating fees, etc. and if everyone was willing to give a little the cost could be lowered.

Councilmember Aslan noted that these inclusions do not mandate that people get a certain type of car or install solar panels on their house, it is making the house ready for those improvements if, and when, a homeowner decides to install them. If a house is equipped and ready for these improvements the homeowner may be more likely to consider an electric vehicle or solar improvements.

Councilmember Salas stated that she does not feel that these elements need to be required

in the code. Developers and homeowners are already including them voluntarily and perhaps incentivizing the installation is a better approach.

Councilmember Aslan added that these elements directly support the Climate Action and Adaptation Plan which the Council unanimously supported. This is an opportunity to combat climate change and make a difference.

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Austin Aslan to adopt Resolution No. 2019-26 with the amendment of 2% EV ready spaces for 100 plus parking spaces.

Vote: 3 - 4

AYE: Councilmember Austin Aslan
Councilmember Jim McCarthy
Vice Mayor Adam Shimoni

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to adopt Resolution No. 2019-26.

Vote: 5 - 2

NAY: Councilmember Regina Salas
Mayor Coral Evans

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to read Ordinance No. 2019-16 by title only for the final time.

Vote: 5 - 2

NAY: Councilmember Regina Salas
Mayor Coral Evans

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, ADOPTING THAT CERTAIN DOCUMENT ENTITLED "THE 2018 SUITE OF CODES AND THE 2019 AMENDMENTS TO CITY CODE, TITLE 4, BUILDING REGULATIONS" BY REFERENCE AND FIXING THE EFFECTIVE DATE OF THE CODES AND AMENDMENTS; REPEALING ALL SECTIONS OF THE CITY CODE IN CONFLICT WITH THIS ORDINANCE; PRESERVING RIGHTS AND DUTIES THAT HAVE ALREADY MATURED AND PROCEEDINGS THAT HAVE ALREADY BEGUN UNDER THE PRIOR CODES; PROVIDING PENALTIES FOR VIOLATIONS; AND PROVIDING FOR SEVERABILITY

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard moved to adopt Ordinance No. 2019-16.

Vote: 5 - 2

NAY: Councilmember Regina Salas
Mayor Coral Evans

C. ITEM 8J**Consideration and Adoption of Resolution No. 2019-27 and Ordinance No.**

2019-17: Declaring as a Public Record that certain document known as "The International Fire Code, 2018 Edition, and the 2019 Amendments to the Flagstaff City Code, Title 5, Fire Code" and adopting said public record by reference.

Fire Chief Mark Gaillard stated that public outreach has been conducted and it is recognized that there may be costs associated with the new codes, but they are negligible in most cases. The updated codes will bring new technologies and cost saving efforts and it is not anticipated that there will be any large increases in the cost of development from these codes.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to adopt Resolution No. 2019-27.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to read Ordinance No. 2019-17 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, ADOPTING "THE INTERNATIONAL FIRE CODE, 2018 EDITION, AND THE 2019 AMENDMENTS TO FLAGSTAFF CITY CODE, TITLE 5, FIRE REGULATIONS" BY REFERENCE AND FIXING THE EFFECTIVE DATE THEREOF; REPEALING ALL SECTIONS OF SAID CODE IN CONFLICT WITH THIS ORDINANCE; PRESERVING RIGHTS AND DUTIES THAT HAVE ALREADY MATURED AND PROCEEDINGS THAT HAVE ALREADY BEGUN THEREUNDER AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to adopt Ordinance No. 2019-17.

Vote: 7 - 0 - Unanimously

13. PUBLIC HEARING ITEMS

- A. Public Hearing, Consideration and Possible Adoption of Ordinance No. 2019-20:** An ordinance amending the Flagstaff Zoning Map designation of approximately 14.51 acres of real property located at 825 and 829 E. Butler Avenue on parcel numbers 104-13-002B and 104-03-005B from Light Industrial (LI) and Heavy Industrial (HI) to 2.24 acres of Highway Commercial (HC) and 12.27 acres of High Density Residential (HR), for purposes of developing a multi-family residential and commercial project.

Mayor Evans opened the public hearing.

Planning Development Manager Elaine Averitt provided a PowerPoint presentation that covered the following:

ZONING MAP AMENDMENT REQUEST PZ-19-00081
LOCATION & SURROUNDINGS
FLAGSTAFF REGIONAL PLAN 2030

REQUEST
ZONING EXHIBIT
ORIGINAL PROPOSED SITE PLAN
ORIGINAL RENDERED SITE PLAN
REVISED SITE PLAN
REVISED UNIT MIX
ZONING CODE STANDARDS COMPARISON
PUBLIC SYSTEMS IMPACT ANALYSIS
DEVELOPMENT AGREEMENT
CITIZEN PARTICIPATION
RECOMMENDATION

The applicant Mark Lindley continued the presentation.

REVISED SITE PLAN
REVISED UNIT MIX
SITE PLAN – MAIN STREET CONCEPT
COMMUNITY CONCERNS – TRAFFIC IMPACT
COMMUNITY CONCERNS – MULTIMODAL TRANSPORTATION
COMMUNITY CONCERNS – AFFORDABLE HOUSING
COMMUNITY CONCERNS – POLICE AND FIRE

Vice Mayor Shimoni asked how many EV ready spots are planned. Mr. Lindley stated that there are currently four planned. They will try to incorporate as many as possible early on and they will provide infrastructure that will allow for easy expansion.

Vice Mayor Shimoni asked if there may be a willingness to add additional affordable units. Mr. Lindley stated that they have been working with the affordable housing staff and are working from their recommendations.

Councilmember Aslan asked about the concept of flex building. Mr. Lindley explained that they heard that it is a challenge for community partners and events to find rental space for things such as community functions, farmers markets and the like. The flex building is a 2,000 square foot space that would be available for rent by the public.

Councilmember Odegaard asked about access to the Sawmill businesses. Allen Sanderson with McGrath Partners indicated that there are two crossing points on Sawmill Road and there is nothing to indicate that there will be any issues with pedestrians getting access to the business area. They are willing to put crosswalk stripping in if that is so desired.

Councilmember Salas asked if there will be a new connection made to the FUTS trail. Mr. Lindley indicated that access to the FUTS will be provided along Sawmill Road and the side of the property. A sidewalk will be installed that will connect into the trail through the Sinclair Wash area.

Councilmember Salas asked what the economic development impact is for the development. Mr. Lindley indicated that the tax increase would be approximately \$450,000 per year.

Councilmember Aslan asked about the inclusion of amenities at Sinclair Wash and future collaborations with NAU for the area. Barrett Kirk with McGrath Partners stated that they had learned about the opportunities available at Sinclair Wash and the needs they could help out with. They discussed the addition of things like picnic tables and birding houses. They do not have specifics but it is something they are excited about including.

The following individuals spoke in support of the rezoning:

- Joe Galli
- Dan Wendt
- Bryan Nielsen
- Kyle Yarush
- Dan Kellett
- Kim Ryder
- Whitney Cunningham
- Mark Jensen

The following comments were received:

- This is a good project and the developer will do great things for this property and for the community.
- Goodwill is excited to be a part of this development and thinks that their retail space could be their Flagship location in Northern Arizona.
- Do not leave this property in its current condition, it is unsightly, unsafe, has no connectivity, and serves no purpose.
- The current proposal meets all the requirements and is consistent with the construction just to the west.
- The developer is providing a relevant, functional, beautiful project that will serve the Flagstaff community.
- The development will provide much needed housing and jobs.
- This project will have good economic return.

Written comment cards in opposition of the rezoning were submitted by the following individuals:

- Alex Ramsey
- Isha Braun

Vice Mayor Shimoni indicated that he is supportive of the project. He is impressed with the location, room count, breakdown of units, the ample bike storage, and all the other accommodations. He thanked the developer for going above and beyond to make a positive impact on the community.

Councilmember McCarthy stated that it is a large project that does not belong just anywhere in Flagstaff; however, the proposed location is excellent and fits very well with the surrounding Sawmill development.

Councilmember Odegaard thanked Mr. Lindley for providing housing to the community.

Councilmember Whelan indicated that she is impressed with the developer who came into the community and truly listened and considered the needs in Flagstaff. It is a good location for this type of project and she is excited for the housing opportunities it will bring to the community.

Councilmember Aslan thanked the developer for listening and going through the process. He believes that the project before the Council is a great example of infill development with a variety of housing types. The project compliments the other housing in the area with the Grove and it is a good location for this type of development.

Councilmember Salas thanked the developer and staff for working together to put a new

version of the project together. McGrath listened to the community and diligently worked to address the many needs and concerns from the original project. This request meets the findings, it is in conformance with the Regional Plan and the High Occupancy Housing Plan, it meets the requirements of urban activity center, and includes a mix of housing types and price ranges. It exceeds the civic space and common open space by providing the multi-purpose flex space and opportunities for public art. It will create connectivity with the FUTS and there is a commitment to help with preserving Sinclair Wash.

Councilmember Salas indicated that she is supportive of the new language that reverts the property back to industrial should the commercial elements not be met within six years. She is encouraged by the potential of \$430,000 in property taxes to the City.

Mayor Evans stated that there were many who questioned Council's decision to reject the first proposal. She thanked McGrath for taking the rejection to heart, considering the concerns and coming back with a very good project. This development is one that will encourage families, working professionals, and students to co-exist together. She believes that there is a real potential for economic development and growth in the city because of the two partners in place. She asked that they consider the inclusion of a crosswalk between the development and the Sawmill area to better facilitate the pedestrian traffic that is likely to come with the project.

There being no further comments, Mayor Evans closed the public hearing.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Regina Salas to read Ordinance No. 2019-20 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 14.51 ACRES OF REAL PROPERTY LOCATED AT 825 AND 829 E. BUTLER AVE. ON PARCEL NUMBERS 104-13-002B AND 104-03-005B FROM LIGHT INDUSTRIAL (LI) AND HEAVY INDUSTRIAL (HI) TO 2.24 ACRES OF HIGHWAY COMMERCIAL (HC) AND 12.27 ACRES OF HIGH DENSITY RESIDENTIAL (HR), WITH CONDITIONS; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

A break was held from 7:55 p.m. through 8:08 p.m.

- B. Public Hearing, Consideration and Possible Adoption of Ordinance No. 2019-21:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 16.11 acres of real property located at 3401 S Lake Mary Road, from Estate Residential ("ER") and Rural Residential ("RR") to Medium Density Residential ("MR"); **(Aura Flagstaff)**

Mayor Evans opened the public hearing.

Moved by Mayor Coral Evans, **seconded by** Councilmember Charlie Odegaard to postpone the item to the meeting of September 17, 2019.

Vote: 7 - 0 - Unanimously

Mayor Evans closed the public hearing.

C. Public Hearing: "Truth in Taxation", FY 2019-2020 Budget and Property Tax Levy (combined).

Mayor Evans opened the public hearing.

Finance Director Brandi Suda provided a PowerPoint presentation that covered the following:

CITY OF FLAGSTAFF FY 2020 BUDGET
FY 2020 BUDGET TIMELINE
TOTAL FY 2020 BUDGET
PROPERTY TAXES
PROPOSED PROPERTY TAX
PROPERTY TAX RATES
PROPERTY ASSESSED VALUES
CITY PROPERTY TAX IMPACT
 RESIDENTIAL PROPERTY
 COMMERCIAL PROPERTY
CITY PROPERTY TAX – FUNDED BY COUNCIL AT APRIL RETREAT

Steve Finch on behalf of the Flagstaff Lodging, Restaurant, and Tourism Association addressed Council with concerns about raising the property tax and the impact it will have on rising housing costs.

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Jim McCarthy to suspend the Rules of Procedure to allow Joe Galli to provide public comment. Mr. Galli had already addressed Council the maximum amount of times as provided in the Council Rules of Procedure.

Vote: 7 - 0 - Unanimously

Joe Galli on behalf of the Greater Flagstaff Chamber of Commerce addressed Council in opposition to the increase in property tax as it further contributes to the higher costs in the community. He asked the Council to not include the property tax increase in the approved budget.

There being no further comment Mayor Evans closed the public hearing.

The Council recessed into a Special Meeting at 8:27 p.m.

D. SPECIAL MEETING

i. Consideration and Adoption of Resolution No. 2019-25: A resolution of the Council of the City of Flagstaff, Arizona, adopting the Budget for the Fiscal Year 2019-2020

Vice Mayor Shimoni thanked staff for the education of the budget process and for their work in developing the proposed budget. He believes that there is room to grow and address many of the pressing issues in the community.

Councilmember Whelan acknowledged the 21% increase in the budget over 2019; this is an indication that the city is growing. She expressed concern about the lack of a priority-based focus in the budget, the monies that Council is permitted to allocate to their goals has increased but it still is not enough; with a budget of \$338 million, Council was only able to

allocate \$1.3 million. She expressed hesitation with moving the budget forward because the proposed 3% pay increase to staff is a longevity pay versus a merit raise. Employees need to be rewarded for their quality of work and not simply because they have been employed longer than others. She encouraged Council to shift their focus to community needs or Council goals rather than maintaining the status quo process.

Councilmember McCarthy stated that there has been discussion and movement toward changing the budget process next year and into the future. He believes that Council all supports a change in process, but the budget needs to be approved for the coming year.

Mayor Evans stated that she believes some of the issues with the budget are coming from not having clear direction from Council on the merit versus longevity pay. As the City moves forward with the Priority Based Budgeting process next year there will be conversations with the community about their priorities and where they feel resources should be allocated. Changes are coming and Council needs to be mindful of that.

Ms. Goodrich offered that the budget process can start earlier because there is no election to contend with and possible new membership on the Council. Staff has already begun the process of implementing Priority Based Budgeting for the coming year. It is not a single year fix and it will take some time to fully implement but it has started and Council will be brought in much earlier to provide input.

Mayor Evans emphasized that the budget process was done correctly, and she does not want people believing otherwise. It is possible to change the way things are done and improve the process but ultimately the budget was created in a proper way.

Councilmember Salas thanked staff for their work in preparing the budget. She expressed frustration about the budget being predicated on a property tax levy. The cost of living in Flagstaff is continuing to rise and so many other agencies are increasing their property taxes which only adds to the struggle. She indicated that she is not supportive of the budget should it include the property tax increase. She also noted that she is excited to see a change in the budgeting process and moving away from a base budget method.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to read Resolution No. 2019-25 by title only for the first time.

Vote: 6 - 1

NAY: Councilmember Regina Salas

A RESOLUTION OF THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ADOPTING THE BUDGET FOR THE CITY OF FLAGSTAFF FOR FISCAL YEAR 2019-2020.

Moved by Councilmember Charlie Odegaard, **seconded by** Vice Mayor Adam Shimoni to adopt Resolution No. 2019-25.

Vote: 6 - 1

NAY: Councilmember Regina Salas

Mayor Evans adjourned the Special Meeting and reconvened into the Regular Session at 8:47 p.m.

14. REGULAR AGENDA

- A. Approve a Primary Property Tax Levy:** of \$6,892,243 in FY 2019-2020 (a 2.0% increase in levy from FY 2018-2019 plus amounts attributable to new construction) by roll call vote.

AND

Consideration and Adoption of Ordinance No. 2019-15: An ordinance levying upon the assessed valuation of the property within the City of Flagstaff, Arizona, subject to taxation a certain sum upon each one hundred dollars (\$100.00) of valuation sufficient to raise the amount estimated to be required in the Annual Budget, less the amount estimated to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June, 2020. **(Primary and secondary property tax levies for FY 2019-2020)**

Rick Lopez addressed Council with frustrations about the budget approval process and indicated that he is in opposition of the increase in property taxes.

A written comment card in opposition of the increase in the primary property tax levy was submitted by Joe Galli.

Ms. Goodrich stated that the budget adoption process is dictated by state statute. She recognized that the process is confusing to many.

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Jim McCarthy to approve the proposed increase in the primary property taxes by roll call vote as required by "Truth in Taxation" legislation.

Vote: 4 - 3

NAY: Councilmember Charlie Odegaard
Councilmember Jamie Whelan
Councilmember Regina Salas

Moved by Councilmember Jim McCarthy, **seconded by** Vice Mayor Adam Shimoni to read Ordinance No. 2019-15 by title only for the first time.

Vote: 4 - 3

NAY: Councilmember Charlie Odegaard
Councilmember Jamie Whelan
Councilmember Regina Salas

AN ORDINANCE LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF FLAGSTAFF, ARIZONA, SUBJECT TO TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES, ALL FOR THE FISCAL YEAR ENDING THE 30TH

DAY OF JUNE, 2020

- B. Consideration and Adoption of Ordinance No. 2019-13:** An ordinance of the City Council of the City of Flagstaff, Arizona, amending Flagstaff City Code, Title 3, Business Regulations, Chapter 3-05, Privilege and Excise Taxes, Division 3-5-006, Use Tax, by increasing the use tax rate from 1% to 2.281%; providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date.

Management Services Director Rick Tadder provided a PowerPoint presentation that covered the following:

PROPOSED USE TAX INCREASE
ORDINANCE NO 2019-13
REVENUE IMPACT
PUBLIC HEARING/OUTREACH
COUNCIL OPTIONS

Councilmember Whelan stated that she is not supportive of applying the funds to the unfunded pension liability when there is already a plan in place to address. She would rather see these funds applied to the minimum wage assessment or cultural and recreational opportunities.

Councilmember Odegaard stated that applying these funds to the unfunded pension liability saves the public from an increase in sales tax through bonding. It is important to put as much as possible to the pension liability because it continues to increase year after year. Councilmember McCarthy agreed.

Moved by Councilmember Charlie Odegaard, **seconded by** Vice Mayor Adam Shimoni to read Ordinance No. 2019-13 by title only for the first time.

Vote: 5 - 2

NAY: Councilmember Jamie Whelan
Mayor Coral Evans

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 3, BUSINESS REGULATIONS, CHAPTER 3-05, PRIVILEGE AND EXCISE TAXES, DIVISION 3-5-006, USE TAX, BY INCREASING THE USE TAX RATE FROM 1% TO 2.281%; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

- C. Consideration and Adoption of Ordinance No. 2019-24:** An ordinance prohibiting the sale of tobacco products to persons under the age of 21.

Sterling Solomon stated that the ordinance before the Council for consideration is to prohibit the sale of tobacco products to people under 21 years of age.

The following individuals addressed Council in opposition of the ordinance:

- Mark Miller
- Tory Roberg

- Edward Townes
- Amanda Gray
- Todd Flores
- Shawn Frate

The following comments were received:

- Supportive of raising the age for purchase but request that it be at a state or federal level rather than local to avoid confusion between stores in different jurisdictions.
- There could be a reduction in the sales tax the city receives because people will go to neighboring cities, towns, and the reservation to purchase these products.
- Stakeholders should be engaged to provide input on the process.
- This should be a matter left to the state, not cities or towns.
- Business are going to lose business and it gives an unfair sales advantages to those outside of Flagstaff.

Mayor Evans stated that the issue of raising the age for purchase of tobacco products has been in play since 2018. During that time there have been countless people who have spoken in support of the ordinance.

Councilmember Odegaard stated that the ordinance has been a long time coming. The hope was to get a County solution that the City could join with, it was also hoped that there could be a State solution and that was not successful. This is why a local solution is needed.

Mr. Solomon stated that the application process, fee and fine amounts and other details will be forthcoming once the ordinance is passed. Staff would be happy to engage the stakeholders in the community to participate in the process of establishing those rules and regulations. Any new fee or proposed increases in fees have to be publicly posted 60 days in advance of consideration by the Council. There will be plenty of notice to the public who may want to participate in that discussion as well.

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Charlie Odegaard to read Ordinance No. 2019-24 by title only for the first time as amended.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA, AMENDING FLAGSTAFF CITY CODE TITLE 7, HEALTH AND SANITATION, CHAPTER 7-09, TOBACCO PRODUCTS BY PROHIBITING THE SALE OF TOBACCO PRODUCTS TO PERSONS UNDER THE AGE OF 21; ESTABLISHING SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to continue the meeting in accordance with the City Council Rules of Procedure.

Vote: 7 - 0 - Unanimously

A break was held from 9:43 p.m. through 9:56 p.m.

- D. Consideration and Adoption of Resolution No. 2019-30:** A Resolution of the Flagstaff City Council, approving a Pond Agreement with Wanderland Flagstaff, LLC, to provide for acquisition of a storm water detention easement on certain real property located along west Route 66, construction of a pond for recreational and storm water detention use, and maintenance of the pond; providing for recording, and establishing an effective date.

ITEM POSTPONED TO JUNE 25, 2019

- E. Consideration and Adoption of Resolution No. 2019-28 and Ordinance No. 2019-19:** A resolution and ordinance amending the Flagstaff City Code, Title 8, *Streets and Public Ways* and Title 9, *Traffic*, Chapter 9-05, *Bicycles*.

The following individuals spoke in favor of allowing bikes on all FUTS trails:

- Dan Stoffel
- Derek Sonderegger
- Will Carlstrom
- Suzanne Muller
- Dr. Sara Gibson
- Jan Smith
- Anthony Quintile
- Ken Lane
- Jim Gibson
- Derick Monroy
- Norman Clark
- Joe Shannon
- Mark Lamberson
- Hardy Strozier
- Joe Koenig
- Mitch Buckingham

The following comments were received:

- Allow riders to choose the most appropriate routes for them.
- Do not designate certain trails as off limits to e-bikes.
- All types of bikes should be permitted on FUTS until there is better biking infrastructure in place.
- Behavior is the issue and that should be the focus.
- There is no data to support improper use of e-bikes on trails, hold off on any regulations until a problem is identified.
- Speed is as much an issue, if not more, for regular bicycles.
- Trying to find a solution to a non-existent problem.
- The problems are with the rider not the type of bike.
- E-bikes are expensive, so they are most often utilized by an older demographic that are generally more safe.
- The FUTS was intended as a multi-user system and designed for facilitating transportation throughout the city. If you break it up it ruins the transportation element.
- Supportive of safety rules and speed limits.
- Make it easy for people to get out of cars and onto bikes.
- Those with physical limitations should be able to enjoy the FUTS like all other cyclists.
- E-bikes are just like other bicycles, they have no difference in impact to user safety or conflicts than would exist with regular bikes.
- Additional regulations are not needed for e-bikes.

- It does not make sense to break the connectivity of the FUTS for different bikes and it would take away the most popular sections of the trails.
- It makes no sense to put new regulations in place that cannot be enforced.

The following individuals spoke in favor of prohibiting bikes on all FUTS trails:

- Ellen Tibbetts
- Emma Benenati

The following comments were received:

- Allowing e-bikes on the FUTS will open the door for motorized vehicles to use other non-appropriate areas.
- Trails are more rocky, have loose terrain, and are more dusty from mountain bikes, and faster and heavier e-bikes using these trails will create more damage and impact the pedestrians using the trails.
- Perhaps a permit for people with disabilities to access the non-paved trails.
- Maintenance is an issue and the City does not have a budget for increased maintenance and repairs caused by e-bikes.
- It sets a bad precedent for other forms of motorized transportation that may come.

The following individuals spoke in favor of the ordinance as presented:

- Joshua Sprinkle
- Joey Bono
- Joan Martini
- Margie Goulden
- Tom Martin
- Susan Hueftle

The following comments were received:

- The ordinance will allow Class 1 and 2 e-bikes on most FUTS trails with the exception of a couple.
- It removes the biking under the influence elements allowing for a safe alternative to driving.
- While it is preferred to have no e-bike use on any FUTS trails, a compromise can help get to a workable solution for all.
- The roads have not kept up with the needs of the cycling community and alternatives are needed for cyclists.

The following individual spoke in favor of limiting e-bikes to paved FUTS only:

- Betsy Snow

The following comments were received:

- Not all places are appropriate for e-bikes.
- The non-motorized FUTS was implemented with the intent that they would prohibit any type of motorized transportation.
- Allowing e-bikes on FUTS sets a precedent for motorized travel on other trails and open space.
- Consider the impacts on wildlife, pedestrians, and vegetation if e-bikes are permitted.
- E-bikes belong only on the street.
- Complete streets need to be the priority so problems are not pushed into other areas.
- The best compromise is to allow e-bikes on paved FUTS only.

Written comment cards in support of not allowing e-bikes on any FUTS were submitted by

the following:

- Tom Martin
- Betsy Lynn Snow

Written comment cards in support of allowing all bikes on any FUTS were submitted by the following:

- Brian Grube
- JoAnn Vigil
- Glenn Menein
- Derick Monroy
- Julia Menein

Written comment cards in support of the ordinance as presented were submitted by the following:

- Normal Clark
- Darren Bingham

Vice Mayor Shimoni stated that connecting people to the natural environment is what makes Flagstaff special. E-bikes are not considered vehicles under state law and should not be treated as such here. He can understand the concerns about safety but the safety of cyclists on the roads is a higher concern. Providing alternatives for commuting is essential to improving cyclist safety. He expressed support for increased signage, posted speed limits, and additional funding for FUTS and bike lane improvements.

Councilmember Whelan stated that she believes that the conversation has gotten too far in front of the issue. There is little data available to support a significant shift from current practices. She stated that e-bikes should be treated as regular bikes and if there are regulations on e-bikes they should also apply to regular bikes. Her recommendation is that Class 1 and 2 e-bikes should be allowed on all trails with the exception of some select trails that should be preserved for pedestrians only. She would like to see a committee of people to get together and determine which trails are best for young people to ride bikes, for where strollers to go, and where e-bikes are most appropriate. Education and signage is extremely important, this is a behavioral issue not an equipment issue.

Councilmember McCarthy stated that it is unfortunate that the conversation has become so polarized. The existing rule is that e-bikes are not allowed on FUTS because since 1988 they have been designated as non-motorized trails. He recommended the following trails be limited to non-motorized transportation only: Arizona Trail, Buffalo Park (Nate Avery Trail), Switzer Canyon Trail, Observatory Mesa Trails, Sinclair Wash Trails, and the Karen Cooper Trail.

Councilmember Aslan stated that he is supportive of allowing all bikes on FUTS trails but acknowledged that there is room for conversation about Councilmember McCarthy's suggestion. There is a lot of misunderstanding and misinformation going around on the issue. There is no significant difference between an e-bike and a regular bike and it does not make sense to prohibit e-bikes but not regular bikes from certain trails. His understanding of the designation of non-motorized travel for FUTS applies to transportation such as ATVs, motorcycles, and other off-road, gasoline powered equipment. If there is consideration about not allowing e-bikes in certain areas, the same should apply to regular bikes as well.

Councilmember Odegard stated that he believes that an e-bike is a bicycle and should be allowed where regular bikes are allowed today.

Councilmember Salas stated that Vice Mayor Shimoni has a bike shop that could benefit from the decision being made on the matter. Even though it is a remote interest he should recuse himself from voting. Mr. Solomon indicated that a remote interest does not require a recusal from voting and that the decision rests with the councilmember.

Councilmember Salas indicated that she is concerned about safety if e-bikes are permitted on the FUTS. The FUTS trails connect with other county, state, and federal trails, and those partners need to be engaged in the conversation. NAU also needs to be involved because they are bringing in a vendor that will be including e-bikes in their fleet. A bigger conversation is needed before a decision can be made.

Mayor Evans stated that there needs to be better regulation of all bikes. They need to have a license, there needs to be designated areas for young riders to ride their bikes, and penalties are needed for bicycling under the influence. It is unfortunate that the issue is so divisive. She is supportive of considering Councilmember McCarthy's suggestions, but she would like for commissions to consider and weigh in. Modifications to the ordinance can always be made if needed.

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Austin Aslan to adopt Resolution No. 2019-28.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Jamie Whelan to amend the motion to prohibit Class 1 and Class 2 e-bikes on the Arizona Trail within Flagstaff city limits.

Vote: 4 - 3

NAY: Councilmember Austin Aslan
Councilmember Charlie Odegaard
Vice Mayor Adam Shimoni

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Coral Evans to amend the motion to prohibit Class 1 and Class 2 e-bike on the Nate Avery and Buffalo Park trails.

Vote: 5 - 2

NAY: Councilmember Charlie Odegaard
Vice Mayor Adam Shimoni

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Jamie Whelan to amend the motion to allow the Pedestrian Advisory Committee, Bicycle Advisory Committee, and Transportation Commission to review the Flagstaff FUTS trails to make a recommendations on any other trails where e-bikes should be prohibited.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Regina Salas to amend the motion to include that signage should be added to the trail giving proper etiquette established by staff or committees and a speed limit of 15 mph for all bikes be posted on trails.

Vote: 2 - 5

AYE: Councilmember Jim McCarthy
Councilmember Regina Salas

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Regina Salas to amend the motion to protect the Observatory Mesa by prohibiting all e-bikes on Mars Hill and Tunnel Springs Trails.

Vote: 2 - 5

AYE: Councilmember Jim McCarthy
Councilmember Regina Salas

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Jim McCarthy to amend the motion to include the review of signage regarding biking etiquette by the Bicycle Advisory Committee, Pedestrian Advisory Committee, and Transportation Commission.

Vote: 7 - 0 - Unanimously

Original motion as amended.

Vote: 7 - 0 - Unanimously

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Austin Aslan to read Ordinance No. 2019-19 by title only for the final time as amended.

Vote: 7 - 0 - Unanimously

*AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF FLAGSTAFF,
ARIZONA AMENDING TITLE 8, STREETS AND PUBLIC WAYS AND TITLE 9, TRAFFIC,
CHAPTER 9-05, BICYCLES, OF THE FLAGSTAFF CITY CODE*

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Charlie Odegaard to adopt Ordinance No. 2019-19 as amended.

Vote: 7 - 0 - Unanimously

15. COUNCIL LIAISON REPORTS

16. 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 Mayor Evans to place on a future agenda a discussion about a cell phone tower ordinance to require that the coverage map provided in the application be done by an independent third party.

ITEM POSTPONED TO JUNE 25, 2019.

- B. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Odegaard to place on a future agenda a discussion about the creation of a City Veterans' Liaison Coordinator position.

ITEM POSTPONED TO JUNE 25, 2019.

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

None

18. **ADJOURNMENT**

The Regular Meeting of the Flagstaff City Council held June 18, 2019, adjourned at 12:13 a.m. on June 19, 2019.

MAYOR

ATTEST:

CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on June 18, 2019. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 19th day of January, 2021.

CITY CLERK

MINUTES

1. Call to Order

Mayor Evans called the Work Session of the Flagstaff City Council held September 10, 2019, to order at 6:02 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. Pledge of Allegiance and Mission Statement

The Council and audience recited the pledge of allegiance and Councilmember McCarthy read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

3. Roll Call

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

PRESENT:

ABSENT:

MAYOR EVANS
VICE MAYOR SHIMONI
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY
COUNCILMEMBER ODEGAARD
COUNCILMEMBER SALAS
COUNCILMEMBER WHELAN

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon

4. Public Participation

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

The following individual addressed the Council:

Paul Beier representing the Friends of the Rio de Flag addressed Mayor and Council about the payments from the City to BNSF Railroad. He passed a handout out to Council regarding this question.

Andy Fernandez addressed the Council regarding the Museum Fire and the effects on the Sunnyside Neighborhood. He stated that he believes that sandbags that were provided to the Sunnyside Neighborhood were a scam. He stated that he only sees manipulation and that travel was impacted by the relief efforts. He believes that the state of emergency was a political game. He also addressed sidewalks in the area and pets in retail stores.

Mayor Evans asked for the boy scout in the audience to come forward and introduce himself. James Brown, the Assistant Counselor for the Boy Scouts introduced Aaron Nichols. Mr. Nichols is working on his Citizenship in America badge and attended the meeting to fulfill the requirements of the badge.

5. Review of Draft Agenda for the September 17, 2019 City Council Meeting

Citizens wishing to speak on agenda items not specifically called out by the City Council may submit a speaker card for their items of interest to the recording clerk.

None

6. Discover Flagstaff's (Convention and Visitors Bureau) New Website

Convention and Visitor Bureau Director Trace Ward presented a video to Council regarding the new CVB Website. He encouraged Council to spend some time on the website looking around at all its features. The new site was approved during budget season FY18 because a new website was needed since the last one was not compatible with various devices like smart phones. The old site was difficult to update but the new site has seamless integration and terrific content. Staff is now able to manage content more easily and the site represents the CVB's stakeholders and partners better. It also supports many of the new marketing efforts of the CVB.

Councilmember McCarthy stated that there is no sound on the site. Mr. Ward stated that there is purposely no sound on the site since people may view the site in areas where they might not want to hear music or on a mobile device. However, they are talking about sound above the fold or using a sound bar. Councilmember McCarthy stated that he would like to see optional sound. Mr. Ward added that there are lots of videos with sound that can be selected on the site. The site is still a work in progress.

Councilmember Whelan stated that the site is beautiful and makes one want to go through it more and more. She asked if there was a fee for the businesses on the site. Mr. Ward stated that there is a small fee, but the majority of what they do is complimentary. When a business subscribes to the visitor's guide, the website is included.

Councilmember Salas congratulated the CVB team on the Destination Marketing Accreditation Program (DMAP) certificate and the award for the Lunar Legacy campaign. She also stated that she is in awe of the site and has not seen this sort of site before.

Vice Mayor Shimoni stated that he loves the site and the video and requested that the video highlighting the site be shared. He asked about the cost and Mr. Ward replied that the cost of the site was about \$30,000.

Mayor Evans addressed the Governor's award regarding the Lunar Legacy campaign. She requested that it comes back to Council so that Council can recognize the award. She acknowledged the creativity of the CVB and she wishes that the City's main website looked more like this site. Economic Vitality Director Heidi Hansen stated that she would be happy to have staff work with Communication Manager Jessica Drum. Ms. Hansen thanked her staff including Mr. Ward and Ms. Lori Pappas.

Councilmember Salas addressed promoting Eco Tourism on the site and asked if there was a place on the site for visitors to make a pledge for the regional mountain pledge. Mr. Ward stated that there is one for Pledge for the Wild and that the City is working with Flagstaff Trail Initiative to be a partner. Visitors will be able to pledge directly from their phone and coasters are being developed to promote the program.

Councilmember Whelan stated that the neighboring towns and cities do not have the same buying power as Flagstaff. She wanted to see if there was a way to partner with places like Snowflake, Payson, and Williams. Mr. Ward stated that the Arizona Office of Tourism oversees campaigns like that. The CVB has a limited budget that needs to be focused on Flagstaff.

Councilmember Aslan added his accolades and that he is proud to live in Flagstaff.

Councilmember McCarthy added that he thinks the site was well done.

7. Flagstaff Regional Plan 2030: 2018 Annual Report

Associate Planner for Comprehensive Planning Carlton Johnson gave a presentation to Council on the 2018 Annual Audit Report.

Councilmember McCarthy asked Mr. Johnson to define the Regional Plan. Mr. Johnson stated that it is the overview of what the City intends to accomplish and that it is voted upon by the citizens. It defines how the land in the City should be used and the Regional Plan is required by law.

Councilmember Whelan asked if there is a ratio that is used in planning and if there is a typical open space metric based on the size of a city or town. Mr. Johnson stated that he does not think there is a typical ratio for open space and noted that it is fairly unique for each jurisdiction. He stated that he will look into the question and follow up on the metrics for Council.

Mayor Evans stated that she is interested in learning if open space is spread throughout the

city or localized. Mr. Johnson replied that open space acquisition has been opportunistic at this point.

Councilmember Aslan asked about the transit mode share percentages. NAIPTA CEO Erika Mazza spoke about the fact that 73% car utilization is very good for a town of this size. She pointed out the highest mode share of any similar community is 9 to 10%. It is very strong.

Vice Mayor Shimoni stated that he sees an opportunity for growth and change looking at the transit mode share percentage graph. He hopes to invest in infrastructure in the future to support non-car transport.

Councilmember Whelan suggested that Council be mindful of other modalities with every development and project.

Mayor Evans stated that higher density is in the Regional Plan and that every development that supports high density has not been supported by Council. She also stated that the chart is not showing that the mode share percentages have stayed flat but that the population has grown. She stated that there is a nuance to the chart regarding public transportation being not provided at night.

Councilmember Whelan stated that she supports the Mayor's thoughts, but that being on Council is much different than being a community member fighting for their neighborhood.

Vice Mayor Shimoni pointed out that the median income is stagnating and asked about the student growth depicted on the Economic Development graph in the report. Mr. Johnson stated that the percentage took a dip from the early 2000s and that it has caught back to the previous levels. The data are based on five-year trends. Comprehensive and Neighborhood Planning Manager Sara Dechter added that the piece that is important to recognize is that there are 95 metrics and that students influence the metrics. They over-influence the economic metrics because they make up more of that group that influence economic development. Vice Mayor Shimoni asked if the numbers from 2014 were adjusted for inflation. Mr. Johnson stated that they were not adjusted for inflation. Vice Mayor Shimoni also stated that he is happy with the growth of voter participation but that there is a long way to go for full engagement.

Mayor Evans asked about the Neighborhoods, Housing and Urban Conservation regarding housing costs. She asked if it would be possible to project out the influence on minimum wage. Housing expenses have gone up while wages have stayed flat even with minimum wage increases. Deputy City Manager Shane Dille stated that this question would be addressed in the minimum wage study Council requested. Mayor Evans asked that rent be pulled out of the report and analyzed to see if it has gone up as minimum wage has increased. She would like to see a rent versus purchase report in the future with a comparison of wages.

Councilmember Whelan stated that there is a chart in the report that analyzes rent. She stated that even though the minimum wage has gone up, that Flagstaff remains unaffordable.

Councilmember Odegaard asked about the timeframe of the minimum wage study. Mr. Dille stated that the RFP is in place and that it is anticipated that the study will be done before the first budget retreat.

Councilmember McCarthy asked if there were any studies that compare Flagstaff to other cities that are similar such as Bozeman, Bend, Phoenix, or Tucson regarding transportation costs. Mr. Johnson stated that there have been comparisons and that Flagstaff seems to be somewhere in the middle. The transportation costs in Flagstaff are about 23% of the cost of

living, whereas in New York City their transportation costs are about 9%. Ms. Dechter stated that they looked at it regarding High Occupancy Housing and that it is not a part of the Regional Plan Report due to time and staffing constraints. Councilmember McCarthy stated that the focus needs to be on the situation here and what Flagstaff is going to do.

Councilmember Whelan added that other cities do not have a state government that slaps their hand for trying new solutions. She stated she would like to see metrics on short-term rentals. Councilmember McCarthy agreed.

Vice Mayor Shimoni commented that he is adamant about housing models that undercut the market and trends around them. He would like a menu of options of what other communities are doing. He also commented that he would like to identify good models of infrastructure that promotes other modes of transportation especially with towns with similar climates.

City Manager Clifton addressed short-term rentals and stated that staff has had meetings on this to strategize and to discuss third parties to help regulate them. The data will take time to get to Council.

Mayor Evans addressed the regulatory constraints that Councilmember Whelan brought up. She stated that it needs to be acknowledged that the state of Arizona has regulatory restraints that other communities do not have and that there is a lot that cannot legally be done. She also acknowledged that she is not interested in under-cutting the market. She is interested in seeing how to assist the market to get homes in the range for citizens to afford.

Vice Mayor Shimoni explained that he was speaking about non-conventional homes and alternative models. He is interested in community living, land trusts, and more.

Councilmember McCarthy addressed alternative units for housing like tiny homes and other models and stated that he hopes that the Housing Commission investigates them.

A break was held from 7:35 p.m. through 7:45 p.m.

8. Discussion of Water Resource and Infrastructure Protection through the Wildfire Management Program

Fire Chief Mark Gaillard, Management Services Director Rick Tadder, and Fire Management Officer Paul Summerfelt gave a presentation to Council on an overview on the options for the Water Resource and Infrastructure Protection. Fire Chief Gaillard gave a quick update on the Museum Fire and stated that the study on the fire's impact will be released later that week. He stated that a large part of the fire did not burn in the treatment area and that many acres that had been thinned had high burn or no burn. The thinning treatment had the desired positive effect on the fire. Staff is working on setting up a tour of the area for Councilmembers who are interested.

Councilmember Odegaard asked if the \$1.3 million in funding would be used to continue Phase III or for maintenance of the already completed area. Mr. Summerfelt stated the funding was to continue maintenance work and the program as is and for some of the work in Phase III. The funding capacity could also be used as matching funds for future grants.

Vice Mayor Shimoni asked about the relief in the 2020 budget. Mr. Summerfelt replied that it was about \$200,000. Vice Mayor Shimoni also asked what the County's responsibility is in the process. Mr. Summerfelt replied that they do not have responsibility. He stated that there are programs: the City's program and the FWPP Lake Mormon/Lake Mary work.

Mr. Tadder took over the presentation to get direction from Council to bring back some options in the spring of next year. He presented several options for consideration by Council. The options were:

- Consumption Based Rate
- Meter Based Rate
- Flat Fee which addresses the \$1.3 million need

Councilmember McCarthy asked if the graph on options to consider covered all the potential options. Mr. Tadder stated that the graph covered the other options and went through the financials in detail. The options do not include offsets from the General Fund.

Councilmember Whelan asked about reclaimed water and sales. Mr. Tadder stated that they have a meter rate and that they are included. The graph presented covered potable and non-potable water.

Councilmember McCarthy asked if reclaimed water and potable water were charged the same. He added that if only potable water was charged, the numbers would be higher if reclaimed water were charged as well.

Councilmember Whelan clarified that the numbers included all water. Mr. Tadder stated that it did not include sewer, since consumption is an easier metric to measure than outflow. He added that the third option is different and that the first two options, consumption-based and meter-based are based on the used water. The third option is a flat statement-based charge.

Mr. Tadder asked Council for their direction on a Municipal Statement Fee.

Councilmember Odegaard asked why the stormwater fee was not considered. Mr. Tadder stated that they did not want things to get too complicated and all things water should be based on consumption.

Councilmember McCarthy stated that the Water Commission discussed consumption rates. Residents that have second homes in Flagstaff still need access to the water lines and they suggested looking at meter-based charge. He suggested that two-thirds of the cost be allocated to consumption and one-third would be allocated to a meter-fee.

Councilmember Whelan discussed the increase in fire budget during the years. She stated that she would like to look at the current revenues rather than increase fees or taxes. She asked what the funding is for local, state, and federal. Mr. Tadder stated that the \$1.3 million is for cash matches for future grants for thinning projects. Councilmember Whelan stated that she is not sure that implementing a fee is the answer for the issue. She would like to see the City looking within before jumping outside for fees. She would like to see the fee called something like fire protection. She stated that the lands are not within City limits and that the City is being forced to take this project on for federal and county lands. She stated that the City is not getting the support from the partners that it needs. She asked what can be done to lessen the impact on Flagstaff citizens. She stated that if it is needed to go out to the community, then it needs to be labeled as such and that the program cannot be let go, but that pressure needs to be placed on the state and the county to assist with this program.

Vice Mayor Shimoni stated that FWPP is an innovative program, yet the pressure to come up with the difference in funds falls on the City of Flagstaff and not the rest of the partners. He does not feel that the fee should fall only on the citizens of Flagstaff. He asked if the cost per citizen for the program was available. Mr. Tadder stated that he does not have the specific numbers at this time. He added that the County will hold a meeting on October 1, 2019 with all

the FWPP partners and the City will be in attendance. Vice Mayor Shimoni stated that he is not interested in an additional fee. He stated that he would like to work with the community partners and not discuss implementing a fee until other avenues of funding are explored. He would like to see a hybrid model for funding using the General Fund and a fee if needed.

Councilmember Salas asked about the Successful WFM slide regarding the \$350,000 not funded/proposed costs. Councilmember Salas stated that she feels that Flagstaff is bearing the burden on forest health and protecting forest health outside city limits without the county's help. She stated that she feels it is time to get the word out and engage the stakeholders regarding the December 2020 budget. She agreed with the Vice Mayor and Councilmember Whelan to explore the City's budget and support the operations that way. She stated that she wanted to reach out to the stakeholders to see how they would like to fund this.

Mayor Evans reminded the Council that the current water supply for the City does not come from within city limits. The main water supply is located outside the city and the City has an obligation to ensure that the citizens in Flagstaff have access to the water. She stated that if something happened to Lake Mary, the City would have to drill eleven wells and added that there is not enough money to drill those wells in a short period. She stated that the ideal situation should be discussed but that Council should discuss what they will do to ensure uninterrupted access to water for the citizens of Flagstaff. She stated that she feels a short-term plan is necessary in the meantime.

Councilmember Odegaard stated that he has been having this discussion for a long time. He asked about the FWPP Bond Project Work from the Wildland Fire Management program and Mr. Tadder stated that the funding is slated for the seasonal crew and for the oversight management of the project. Councilmember Odegaard added that his suggestion is to look at how to make up that 50% funding difference. He would like to explore the budget first and a line item for Wildland Fire Management. He also stated that he likes Councilmember McCarthy's suggestion of a hybrid fee.

Mayor Evans reiterated that if the Council direction is to find money in the budget, then the FWPP budget must be the top priority and would potentially be the only thing in the Council's priorities.

Councilmember Odegaard added that he is willing to forward a bond question for the \$8.5 million to the voters.

Councilmember Whelan clarified that she thinks that looking inwards first is healthy and should always be done. She stated that she is supportive of the program and that she wants a culture shift in the way of thinking regarding money. She stated that she wants to ensure that if a fee is implemented that she can assure the constituents that they have exhausted all other options.

Mayor Evans stated that she recognizes that it is a hard conversation to have and that no one wants to raise fees because the cost of living in Flagstaff is high. There will not be \$8.5 million in the Fire Department budget. She added that Council will be going through the budget soon and the gap in funding will be in the millions. The conversation needs to be about a plan to protect the City's water supply and water source.

Vice Mayor Shimoni stated that he would like to see the hybrid approach that Councilmember McCarthy proposed. He also stated that he would like to see the partners brought to the table. He would like to see what the City can do with the budget along with implementing a fee.

Councilmember Aslan stated that the efforts must be funded. He would like to find private

partners and have a plan in place. He stated that he would be willing to explore options one and two and would like to explore a small base fee and then look at the consumption base rate. He also spoke about limiting the amount of water that can be used in city limits. He added that a fee could be used to check people who are trying to use a lot of water and he would like to explore something on the ballot but not until after polling is done.

Councilmember McCarthy stated that he had no interest in increased sales tax or a property tax bond and that there is consensus about the need for ongoing funding. He added that the numbers that Mr. Tadder presented showed the need for partner involvement and that the City should continue having conversations with the partners. He asked what the time frame is for the decision. Mr. Tadder stated that the budget conversations will start in December. Councilmember McCarthy stated that he is happy to have the conversation move forward with the hybrid model.

Mayor Evans stated that she believes the fee should be a part of the water rate and that it should be part of the base water rate. She stated that she feels that the discussion should be included in the water rate discussion and encouraged staff to look at the different options through that process.

Mr. Tadder stated that the original discussion was to have an additional line for the fee or rate to pay for Wildland Fire Management or FWPP. Mayor Evans would like to have the public be informed about the water rate increases and put a statement on the bill.

Mr. Tadder stated that he would like to have some more direction on the bond. Mayor Evans stated that she did not hear majority on moving forward with the bond. The majority stated that they want to leave the bond option on the table after all the options are vetted, expect for option three. Council asked for staff to look at the water rates.

Mr. Tadder asked about the current environmental impact fees and if Council was interested in restructuring that fee. Councilmember Whelan asked where the proceeds from the fee are directed and Mr. Tadder replied that the revenues go to the Sustainability Section. Council did not support a restructure.

9. Animal Keeping Code Revisions

Public Works Streets Director Scott Overton introduced Zero Waste Coordinator Dylan Lenzen who gave a presentation to Council. Mr. Overton stated that he is looking for direction and that Mr. Lenzen will be back in October for another presentation to Council. Mr. Overton added that the discussion will be very high-level for general direction.

The following individuals addressed Council regarding the Animal Keeping Code Revisions:

Jason Hartsell stated that he has concerns about the proposed code. He believes that the permitting system is a great idea and asked what the schedule would be for the quarterly inspections and how they would be scheduled. He stated that he also has concerns regarding keeping animals in runs. He also inquired about pre-existing structures and the plans that they already have and asked that a conversation is held about pre-existing structures. He stated that he is also concerned about the costs associated with quarterly inspections. He suggested a lower level of inspection based if an owner has animal handling education and experience.

Councilmember Whelan asked if any of Mr. Hartsell's neighbors have complained about his chickens. He stated that they have not and that they give eggs to their neighbors.

Ben Brown, who lives in lower Greenlaw, stated that he has a problem with a neighbor with two goats. He stated that the smell is terrible and that mosquitos have increased with the introduction of the goats. He stated they cannot stand to be in their backyard. His deed restriction states that there should be no goats.

Councilmember Aslan asked if the new code would make neighbors have to ask for permission to keep animals or just notify neighbors of the animals. Mr. Lenzen stated that there are both options available for discussion.

Councilmember Whelan asked if Mr. Lenzen had a guess regarding the number of goats in city limits. Mr. Lenzen stated that there were 40 complaints related to animal keeping, not tied to just goats. He will work on tracking down the number associated with goats and report back to the Council. Councilmember Whelan also asked about the barking ordinance. Mr. Overton stated that there is a nuisance code that applies to barking dogs. Mr. Solomon stated that barking dogs that disturb a person are addressed under the police regulations as a prohibited act day or night.

Vice Mayor Shimoni inquired about goats and food security. Mr. Lenzen stated that the pygmy goats provide a small amount of milk and that they seem to be being kept as pets or as breeding stock. Vice Mayor Shimoni also asked where livestock of this size are allowed. Mr. Lenzen stated that small livestock are allowed in all zones in small lot sizes. Vice Mayor Shimoni stated that he thinks chickens should have free run and that he does not think there is adequate staffing for a permitting system. He stated he likes the idea about neighbor approval.

Mayor Evans stated that there needs to be a fee for a permit system and there needs to be a program to regulate urban farming with a permitting process and education. She added that the fee could also offset the cost of inspections and stated that she feels that goats should not be allowed. She also stated a concern regarding chicken coops near someone else's window. She added she would like to see regulations on footage away from a fence and placement on a property and agreed that chickens should be allowed to free roam and that a person could place a fence within a fence. She ended with saying that there needs to be a total number of animals per property and a requirement for cleaning up animal waste.

Councilmember McCarthy stated that zoning is in place to prevent the problems that are currently being faced. He added that ideas for rules regulating chickens can be created and if there are rules for where humans can live, there can be similar rules for livestock. He would like to see setback rules as restrictive as they are for humans, but said that neighbor approval for animal keeping is problematic. He stated that reasonable rules for chickens should be made and that goats should have considerable setbacks only in very rural residential. He stated that he feels that permits are a lot of busy work for staff, but he is open-minded on the subject and that he would like to see fewer inspections and investigations based on complaints.

Councilmember Aslan stated that there should not be goats in smaller lots and that he believes there should be a permitting process. He added that he would like to see a sliding scale for the frequency of inspections with fewer inspections over time based on previous inspections. He would like to see increased setbacks and is concerned about constricting chickens to runs at all times. He does not feel that it would a good idea to grandfather already owned goats into the code.

Councilmember Odegaard is not in favor of having goats in lots under 40,000 sq. ft. As far as permitting, he stated that there is a policy of 100% cost recovery and for consistency, he would like to see the cost of staff time recovered. He is not in favor of quarterly or yearly inspections

and have inspections complaint-based. He would like to see the permitting for chicken coops be very simple.

Mayor Evans stated that there is not cost recovery on every permit. She stated that some people are raising animals for food and she believes that there needs to be a fee for the permit, but she does not know if there should be a full cost recovery. Councilmember Odegaard stated that he was suggesting a one-time fee. Mayor Evans feels that there should be a fee, but it might not be 100% cost recovery. She added that she does not want to price anyone out of having backyard agriculture. She is concerned about people who are being inconsiderate with the set-up of their chicken coops.

Vice Mayor Shimoni stated that he has concerns about an interior property line fence for allowing chickens to roam. He added that he is open to setbacks and is curious to hear more about that from the community. He stated that he is also open to a one-time permit fee and to use a complaint-based process for inspections. He added that he would also like to see an educational piece like a video on backyard agriculture.

Councilmember McCarthy stated that the coops might be the only thing addressed by the setback and that he agreed that a one-time permit would be best with complaint-based inspections. He added the thought that the application fee would be determined by the number of animals.

Mr. Overton reiterated the direction he heard from Council which included that goats could only be allowed on large lots (over 40,000) with setbacks, that chickens and smaller stocks would need to have setbacks looked at and respectable roaming included, and that a permitting system with sliding scale inspections or complaint-based inspections be included. He added that there could be a goat relocation program.

Mayor Evans inquired about pigs. Staff replied that swine are in the large livestock category only. Mr. Dille added that there were some complaints regarding pigs in Greenlaw, but that they were domesticated so they are not covered by the code.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jamie Whelan to continue the meeting in accordance with the Council Rules of Procedure.

Vote: 7 - 0 - Unanimously

10. Public Participation

None.

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

Councilmember Odegaard thanked everyone and expressed thanks to the whole Council for placing flags to recognize September 11th.

Mayor Evans stated that she has a request to turn the City purple for Domestic Violence Awareness month in October. Deputy City Manager Shannon Anderson indicated that there is a proclamation scheduled for October 1, 2019 and that the request for the lights to illuminate the outside of the building is included. She noted that she also has a request to fly the Fallen Soldier flag.

Vice Mayor Shimoni stated he would like to see a purple flag flown for October.

12. Adjournment

The Work Session of September 10, 2019, adjourned at 10:35 p.m.

MAYOR

ATTEST:

CITY CLERK

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacy Fobar, Deputy City Clerk
Date: 01/12/2021
Meeting Date: 01/19/2021



TITLE:

Consideration of Appointments: Commission on Diversity Awareness.

STAFF RECOMMENDED ACTION:

Make two appointments to terms expiring September 2023.
Make one appointment to a term expiring September 2024.

Executive Summary:

The Commission on Diversity Awareness consists of seven citizens who represent the diverse population of Flagstaff. The mission of the commission includes, but is not limited to, fostering mutual understanding, tolerance, respect, and awareness among all citizens; recognizing the different economic, cultural, social, religious, and ethnic groups within the City; cooperating in the development of educational programs dedicated to improving community relations and enlisting support of various groups to foster diversity awareness. There are currently three seats available due to a resignation and expired terms. It is important to fill vacancies on Boards and Commissions quickly to allow the Commission to continue meeting on a regular basis.

There are three appointments to be made.

There are eight applications on file for consideration by the Council as follows:

- Claire Hardii (new applicant)
- Mandy Martinez Gebler (new applicant)
- Jonathan Michaels (new applicant)
- Mounia Mnouer (new applicant)
- Marcela Pino (new applicant)
- Angelica Maria Sanchez (new applicant)
- Andrea Thomas (new applicant)
- Christine Tucci (new applicant)

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

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember Shimoni, Councilmember Aslan, Councilmember McCarthy

Financial Impact:

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

Policy Impact:

Not applicable.

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

Inclusive and Engaged Community

- Foster community pride & civic engagement by increasing opportunities for public involvement, in line with best practices & legal requirements
- Enhance community involvement, education & regional partnerships to strengthen the level of public trust

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

- 1) Appoint 3 Commissioners. By appointing members at this time, the Commission on Diversity Awareness will be at full membership, allowing the group to meet and provide recommendations to the City Council.
- 2) Table the action to allow for further discussion or expand the list of candidates.

Community Benefits and Considerations:

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

Community Involvement:

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

Attachments: CODA - Authority

CHAPTER 2-08 COMMISSION ON DIVERSITY AWARENESS

SECTIONS:

- 2-08-001-0001 DECLARATION OF POLICY:
- 2-08-001-0002 CREATION OF COMMISSION:
- 2-08-001-0003 TERMS OF OFFICE:
- 2-08-001-0004 FUNCTIONS:
- 2-08-001-0005 MEETINGS; ATTENDANCE:

2-08-001-0001 DECLARATION OF POLICY:

There is hereby established the Commission on Diversity Awareness. It shall be the Commission's duty to advise the City Council on issues and methods in promoting diversity awareness within the City of Flagstaff. (Ord. 2000-26, Amended, 11/17/2000)

2-08-001-0002 CREATION OF COMMISSION:

There is hereby created the Commission on Diversity Awareness which shall consist of seven (7) regular members who shall be appointed by the City Council. A Chairperson shall be selected by a majority vote of those members at a meeting called for that purpose. (Ord. 2001-07, Amended, 03/06/2001; Ord. 2000-26, Amended, 11/17/2000; Ord. No. 2007-06, Amended 02/05/2007; Ord. No. 2011-06, Amended 05/17/2011; Ord. 2014-28, Amended, 11/18/2014)

2-08-001-0003 TERMS OF OFFICE:

Terms shall be for three years except for the first appointments to create staggered terms. The City Council shall appoint three members for three (3) year terms, two members for two (2) year terms, and two members for one (1) year terms. After the initial appointment all terms, including alternates, thereafter will be three (3) year terms. The City Council will make every effort to recruit and appoint those individuals that represent the diverse population of Flagstaff and who have demonstrated an interest in minority issues, or promoting those issues of cultural diversity. (Ord. 2000-26, Amended, 11/17/2000; Ord. 2011-06, Amended 05/17/2011)

2-08-001-0004 FUNCTIONS:

The duties of the Commission shall include, but not be limited to:

- A. Fostering mutual understanding, tolerance, respect and awareness among all citizens within the City of Flagstaff; recognizing the different economic, cultural, social, racial, religious and ethnic groups within the City; cooperating in the development of

educational programs dedicated to improvement of community relations with and to enlist the support of various groups to foster diversity awareness.

B. Developing recommendations for the Mayor and City Council to assist in developing any policies required to respond to the concerns and needs of those in the community and on the Commission in the promotion of diversity awareness.

C. Advising and assisting the City Council on ways to educate the community on diversity awareness and developing ways to disseminate such information through surveys, studies, forums, workshops, brochures or other events.

D. Developing and providing public forums for identifying and discussing issues of interest relating to the area of diversity awareness.

E. Acting as an information or referral group to assist individuals, organizations and employers in an effort to aid the community towards greater understanding and respect for diversity awareness among all individuals. (Ord. 2000-26, Amended, 11/17/2000)

2-08-001-0005 MEETINGS; ATTENDANCE:

A quorum shall consist of four (4) voting members of the Commission.

The Commission shall meet at such times, dates and locations as determined by the members except that the Chairperson may call a special meeting with not less than twenty-four (24) hours' notice.

A regular member who is absent for two (2) consecutive unexcused regular meetings may be removed from the Commission by a vote of the City Council upon recommendation of the Commission. (Ord. 2000-26, Added, 11/17/2000; Ord. 2007-06, Amended 02/06/2007; Ord. 2011-06, Amended, 05/17/2011; Ord. 2014-28, Amended, 11/18/2014; Ord. 2016-30, Amended, 07/05/2016)

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Fobar, Deputy City Clerk
Date: 01/12/2021
Meeting Date: 01/19/2021



TITLE:

Consideration of Appointments: Tourism Commission.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring January 2024.

Executive Summary:

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

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

- George Averbeck (new applicant)
- James Hasapis (new applicant)
- Ellen Jimenez (new applicant)
- Jonathan Stone (new applicant)

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

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember Salas

Financial Impact:

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

Policy Impact:

None.

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

Inclusive and Engaged Community

- Foster community pride & civic engagement by increasing opportunities for public involvement, in line with best practices & legal requirements
- Enhance community involvement, education & regional partnerships to strengthen the level of public trust

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

- 1) Appoint one Commissioner: By appointing a member at this time, the Tourism Commission will be at full membership, allowing the group to meet and provide recommendations to the City Council.
- 2) Table the action to allow for further discussion or expand the list of candidates.

Community Benefits and Considerations:

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

Community Involvement:

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

Attachments: Tourism Commission Authority

CHAPTER 2-13 TOURISM COMMISSION

SECTIONS:

- 2-13-001-0001 CREATION OF THE COMMISSION:
- 2-13-001-0002 COMPOSITION AND TERM OF OFFICE:
- 2-13-001-0003 COMPENSATION OF COMMISSION MEMBERS:
- 2-13-001-0004 ORGANIZATION:
- 2-13-001-0005 MEETINGS:
- 2-13-001-0006 DUTIES:

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

There is hereby established a City Tourism Commission. There shall be seven (7) voting members of said Commission who shall meet as hereinafter provided to consider and recommend programs for the expenditure of the tourism portion of the Bed, Board and Booze Tax allocated under Chapter 3-06, Hospitality Industry Tax Revenues.

“Tourism” means the guidance, management, marketing, accommodation, promotion and encouragement of tourists (same meaning as set forth in Section 3-06-001-0001). (Ord. No. 1579, Enacted, 08/02/88; Ord. 2001-27, Amended, 11/20/2001; Ord. 2014-28, Amended, 11/18/2014; Ord. 2015-22, Amended, 01/05/2016)

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

The composition of the membership shall consist of:

- A. Seven (7) members to be appointed by the City Council. Each member shall serve for three (3) years, on a staggered term basis.
- B. The City Manager or the Manager’s designee shall be an ex officio member of the Commission. The member shall have no voting privileges.

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

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

A member’s term in office shall commence with the first regular Commission meeting following the appointment and terminate with the regular Commission meeting at which the successor takes office. No voting member of the Commission may be appointed to more than two (2) consecutive full terms. (Ord. No. 1579, Enacted, 08/02/88; Ord. No. 1674, Amended, 09/18/90; Ord. 2001-27, Amended, 11/20/2001; Ord. No. 2006-09, Amended 04/10/2006; Ord. 2014-28, Amended, 11/18/2014; Ord. 2015-22, Amended, 01/05/2016)

2-13-001-0003 COMPENSATION OF COMMISSION MEMBERS:

Members of the Commission shall serve without compensation.

(Ord. No. 1579, Enacted, 08/02/88)

2-13-001-0004 ORGANIZATION:

The Commission shall elect a Chairperson from among its members. The term of the Chairperson shall be one year with eligibility for reelection. Commission members may not serve more than two (2) consecutive terms as Chairperson. The Council representative shall not be eligible for the Chair.

(Ord. No. 1579, Enacted, 08/02/88)

2-13-001-0005 MEETINGS:

A. The Commission shall hold at least one (1) regular meeting per month, which shall at all times be open to the public. The time and place of said meeting shall be posted in accordance with the applicable Arizona State Statutes.

A quorum consisting of a minimum of four (4) voting members shall be required to conduct business.

B. The Chairperson of the Commission shall meet with the Chairpersons of the Economic Development Commission and the Beautification Commission at least once per month. The purpose of the meeting is for coordination of the three (3) commissions only. The intent is not to create another commission. The meeting shall at all times be open to the public. The time and place of said meeting shall be posted in accordance with applicable Arizona State Statutes.

C. If a member is absent for three (3) meetings within a twelve (12) month period, excused or unexcused, that member may be replaced by the City Council. (Ord. No. 1579, Enacted, 08/02/88; Ord. 2001-27, Amended, 11/20/2001; Ord. 2014-28, Amended, 11/18/2014)

2-13-001-0006 DUTIES:

The duties of the Commission shall be to:

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

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

C. Make recommendations to the City Council concerning the annual budgetary allocation of the tourism portion of the Bed, Board and Booze Tax to include, but not be limited to:

1. Providing funding to the qualified, established public or private agency to administer, on a contract basis, tourism programs as required.
2. Developing and implementing a marketing plan. Major elements of the marketing plan will include, but not be limited to, developing a specific image for Flagstaff, identifying target market segments, and implementing a promotional plan directed to target market segments.
3. Establishing visitor information center(s) to include, but not be limited to, a high profile location, easy visitor access, adequate staffing, a toll-free telephone number for visitor information, and develop other facilities as needed to benefit visitors and the community.

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

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

6. Retaining of appropriate staff to implement approved programs.

D. Perform any additional duties as determined by the City Council related to tourism activities. (Ord. No. 1579, Enacted, 08/02/88; Ord. 2015-22, Amended, 01/05/2016)

8. A.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacy Fobar, Deputy City Clerk
Date: 01/12/2021
Meeting Date: 01/19/2021



TITLE:

Consideration and Action on Liquor License Application: John Robert Bates, "Mountain Top Tap Room," 10 E. Route 66, Series 07 (beer and wine bar), 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 no recommendation; or
- 3) Forward the application to the State with a recommendation for denial based on 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 07 beer and wine bar license allows a beer and wine bar retailer to sell and serve beer and wine, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A Series 07 license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. This Series 07 license was purchased from Staci Lynn Kay, Mountain Top Tap Room, LLC by John Bates, Mountain Top Tap Room on November 17, 2020. Mountain Top Tap Room is an existing business in Flagstaff and if approved, it will be one of the 21 active series 07 license in Flagstaff.

The property has been posted as required, and the Police and Community Development divisions have reviewed the application with no concerns noted. To view surrounding liquor licenses, please visit the [Active Liquor Licenses Map](#).

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 is no Council goal that applies.

Has There Been Previous Council Decision on This:

Not applicable.

Key Considerations:

Because the application is for an owner transfer, consideration may be given to both the applicant's personal qualifications as well as the location.

The deadline for issuing a recommendation on this application is January 21, 2021.

Community Benefits and Considerations:

This business will contribute to the tax base of the community.

Community Involvement:

The application was properly posted on December 22, 2020. No written protests have been received to date.

Attachments:

[Letter to Applicant](#)

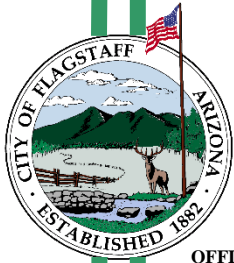
[Hearing Procedures](#)

[Series 07 Description](#)

[Mountain Top Tap Room - PD Memo](#)

[Mountain Top Tap Room - Code Memo](#)

[Mountain Top Tap Room - Map](#)



City of Flagstaff

OFFICE OF THE CITY CLERK

1/4/2021

John Robert Bates
1861 N. Edgewood Street
Flagstaff, AZ 86004

Dear Mr. Bates:

Your application for a new Series 07 Liquor License for Mountain Top Tap Room located at 10 E. Route 66, Flagstaff, AZ was posted on December 22, 2020. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, January 19, 2020 which is currently scheduled to 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 January 11, 2021 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 07 Beer and Wine Bar License

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

On & off-sale retail privileges

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

PURPOSE:

Allows a beer and wine bar retailer to sell and serve beer and wine, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or 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.

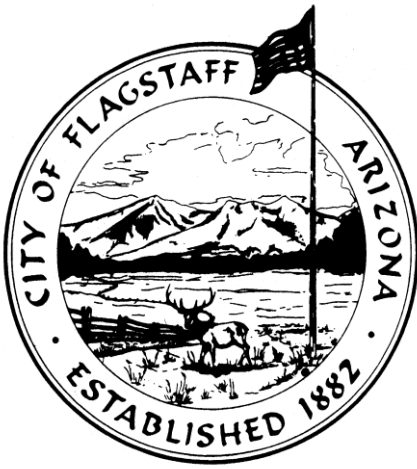
A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept delivery of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

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.

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

Off-sale ("To Go") package sales can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the one provided for the bar.

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



FLAGSTAFF POLICE DEPARTMENT

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

ADMIN FAX (928) 213-3372

TDD 1-800-842-4681



Chief of Police
Dan Musselman (Interim)

MEMORANDUM

Memo #20-089

TO: Chief Dan Musselman

FROM: Sgt. Ryan Turley

DATE: December 23rd 2020

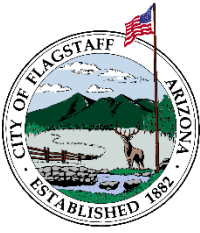
RE: LIQUOR LICENSE APPLICATION – SERIES 7 - FOR “Mountain Top Tap Room”.

On December 23rd, I initiated an investigation into an application for Series 7 (Beer and Wine Bar liquor license application filed by John Bates (Agent and Owner) The license # is 07030020, and it is for the Mountain Top Tap Room located at 10 E. Route 66. It is an owner transfer application.

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

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

I spoke to John about this application. He confirmed that he would attend the council meeting on January 19th, 2020. He advised that his business would be open from noon to midnight on Thursday, Friday and Saturday. Noon to 9pm on Sunday and Monday and would closed on Tuesday and Wednesdays.

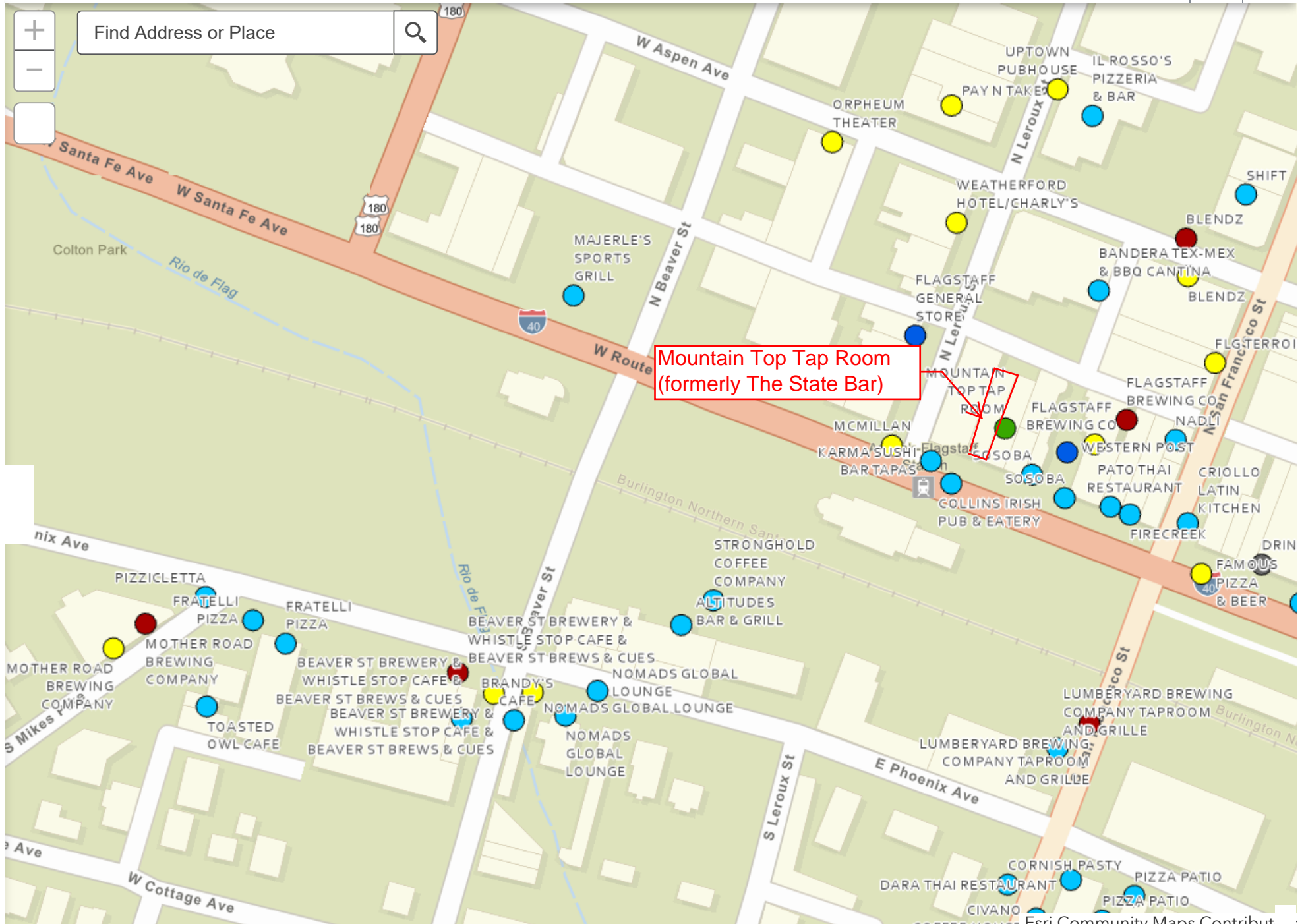


Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk
From: Reggie Eccleston, Code Compliance Manager
CC: Tiffany Antol, Planning Director
Date: Dec. 22, 2020
Re: Application for Liquor License #128015
10 E. Rte.66, Flagstaff, Arizona 86001
Assessor's Parcel Number 100-20-007
John Bates on behalf of Mountain Top Tap Room

This application is an owner transfer for a Series 07 Beer & Wine Store liquor license by John Bates on behalf of Mountain Top Tap Room. This business is located within the Central Business 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.



Mountain Top Tap Room
(formerly The State Bar)

8. B.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacy Fobar, Deputy City Clerk
Date: 01/12/2021
Meeting Date: 01/19/2021



TITLE:

Consideration and Action on Liquor License Application: Jared Repinski, "Famous Pizza & Beer," 104 E. Route 66, Series 07 (beer and wine bar), New Application

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 no recommendation; or
- 3) Forward the application to the State with a recommendation for denial based on 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 07 beer and wine bar license allows a beer and wine bar retailer to sell and serve beer and wine, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A Series 07 license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. This Series 07 license was acquired through the Liquor License Lottery. Famous Pizza & Beer is an existing business in Flagstaff. The Series 07 license that is currently at the location is owned by a different owner for Famous Pizza Flagstaff LLC. If approved, it will be the 22nd active series 07 license in Flagstaff.

The property has been posted as required, and the Police and Community Development divisions have reviewed the application with no concerns noted. To view surrounding liquor licenses, please visit the [Active Liquor Licenses Map](#).

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 is no Council goal that applies.

Has There Been Previous Council Decision on This:

Not applicable.

Key Considerations:

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

The deadline for issuing a recommendation on this application is January 21, 2021.

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 December 22, 2020. No written protests have been received to date.

Attachments: [Letter to Applicant](#)
 [Hearing Procedures](#)
 [Series 07 Description](#)
 [Famous Pizza - PD Memo](#)
 [Famous Pizza - Zoning Memo](#)
 [Famous Pizza - Map](#)



City of Flagstaff

OFFICE OF THE CITY CLERK

1/4/2021

Jared Michael Repinski
PO Box 6252
Chandler, AZ 85246

Dear Mr. Repinski:

Your application for a new Series 07 Liquor License for Famous Pizza & Beer located at 104 E. Route 66, Flagstaff, AZ was posted on December 22, 2020. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, January 19, 2020 which is currently scheduled to 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 January 11, 2021 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 07 Beer and Wine Bar License

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

On & off-sale retail privileges

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

PURPOSE:

Allows a beer and wine bar retailer to sell and serve beer and wine, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or 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.

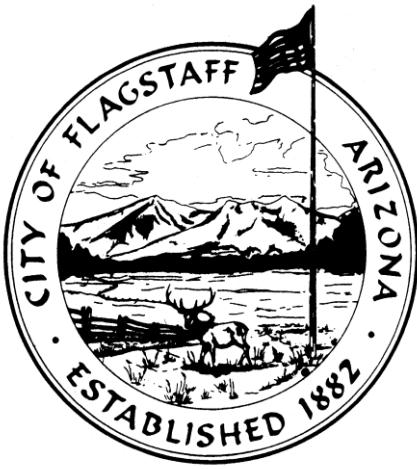
A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept delivery of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

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.

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

Off-sale ("To Go") package sales can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the one provided for the bar.

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



FLAGSTAFF POLICE DEPARTMENT

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

ADMIN FAX (928) 213-3372

TDD 1-800-842-4681



Chief of Police
Dan Musselman

MEMORANDUM

Memo #20-090

TO: Chief Dan Musselman

FROM: Sgt. Ryan Turley

DATE: December 23rd 2020

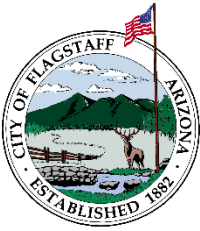
RE: LIQUOR LICENSE APPLICATION – SERIES 7 - FOR “Famous Pizza”.

On December 23rd, I initiated an investigation into an application for Series 7 (Beer and Wine Bar liquor license application filed by Jared Repinski (Agent), Stephen Buysse and Kimberly Buysse. The application # is 126678, and it is for Famous Pizza located at 104 E. Route 66. It is a new application.

I conducted a query through local systems and public access on Jared, Stephen and Kimberly and I found no derogatory records for them.

I found no current or historic liquor violations for applicant. Stephen and Kimberly own two Famous Pizza restaurants in Sedona and there were no violations discovered. There is no school or church within 300 feet of the building. I was provided documentation that shows Stephen and Kimberly have taken a liquor law training course within the past three years.

I spoke to Stephen about this application. He confirmed that he or Jared would attend the council meeting on January 19th, 2020. The business would be open from 11:00 am to 9:00 pm Sunday through Thursday and 11:00 am to 10:00 pm Friday through Saturday.

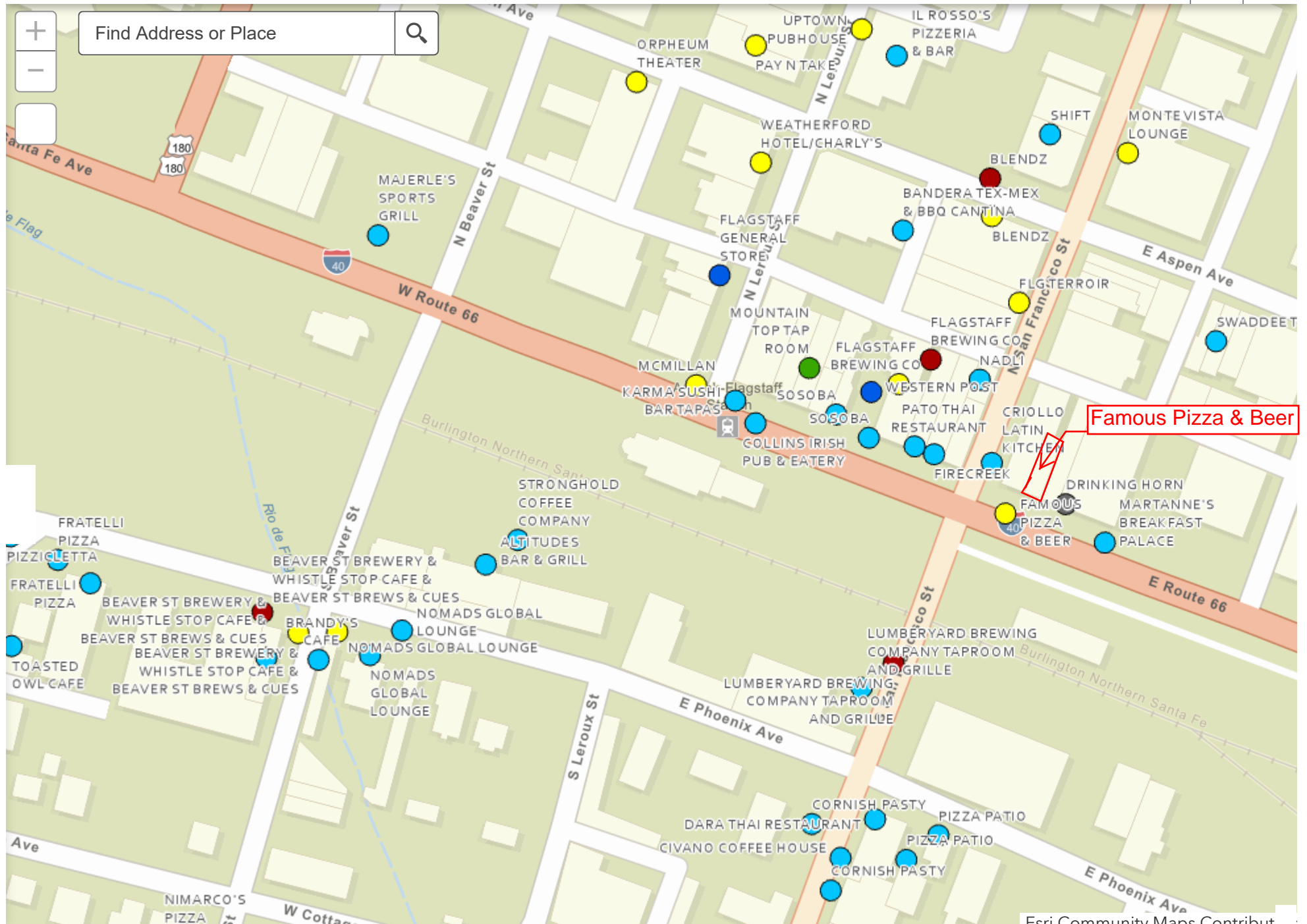


Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk
From: Reggie Eccleston, Code Compliance Manager
CC: Tiffany Antol, Planning Director
Date: Dec. 22, 2020
Re: Application for Liquor License #126678
104 E. Rte.66, Flagstaff, Arizona 86001
Assessor's Parcel Number 101-21-011
Jared Michael Repinski on behalf of Famous Pizza

This application is a request for a new Series 07 Beer & Wine Store liquor license by Jared Michael Repinski on behalf of Famous Pizza. This business is located within the Central Business 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: Gail Brockman, Park Flag
Date: 01/12/2021
Meeting Date: 01/19/2021



TITLE:

Consideration and Approval of Contract: Approve a cooperative purchase contract with Passport Labs, Inc. for parking enforcement software services utilizing a National Cooperative Purchasing Alliance (NCPA) contract.

STAFF RECOMMENDED ACTION:

Approve a cooperative purchase contract with Passport Labs Inc. for parking software and services, in an amount not-to-exceed \$140,329.92 over a four year contract period, with annual payments including a 5% annual price increase anticipated as follows:

- Year 1 \$32,558
- Year 2 \$34,186
- Year 3 \$35,895
- Year 4 \$37,690

Executive Summary:

The City of Flagstaff (COF) utilizes software services for its parking meters for collection of parking fees and enforcement of parking laws set forth in the Arizona Revised Statutes (A.R.S.), including but not limited to unlawful parking and Americans with Disabilities Act (ADA) compliance. Our parking software integrates with our Municipal Court.

COF has an existing contract with Passport Labs, Inc. ("Passport") as the successor in interest to another software company, Nupark, that is expiring. On August 18, 2020, the City Council approved a new contract with Passport however, Passport later requested clarifications as to its scope of work so the contract was never executed.

City Council is being asked to approve a new cooperative purchase contract with Passport that includes an updated scope of work, new pricing, provides for transition from the current Nupark contract to the new Passport contract, and extends our contractual relationship with Passport until 2024. It is anticipated the new pricing will provide cost savings to COF, and will be beneficial for the ParkFlag program considering the loss of revenue experienced in response to the COVID-19 pandemic.

Financial Impact:

Attachments: [City-Passport Contract](#)
[Statement of Work Nov 2020](#)
[Pricing Sheet](#)
[Passport RFP](#)
[Passport RFP Response](#)
[Passport Award](#)

COOPERATIVE PURCHASE CONTRACT

Contract No. 2021-03

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 2020 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Passport Labs, Inc., DBA Passport, a Delaware Corporation, ("Contractor").

RECITALS:

- A. Contractor has an agreement with the National Cooperative Purchasing Alliance ("NCPA") Abilene, Texas, Cooperative Purchasing Agreement awarded April 2016 (NCPA RFP#26-16/Contract #05-20) to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process; and
- B. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract; and
- C. The City is already doing business with Passport Labs, Inc. as successor in interest to NuPark under a contract dated February 5, 2020, but desires to transition to a new software program and the terms and conditions as described herein.

AGREEMENT:

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

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

Passport Labs, Inc. Parking Transition

- 2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in Exhibit A attached hereto and incorporated by reference.
- 3. Payment: Payment to the Contractor for the materials and or services provided not to exceed one hundred-forty thousand three hundred twenty-nine dollars and ninety-two cents **(\$140,329.92) including other fees and taxes**, over a four-year term with payment increasing by 5% annually. Annual pricing is anticipated as follows: \$32,558; \$34,186; \$38,595; and \$37,690. Payment shall commence upon the "go-live" date when the new software program is implemented.
- 4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are set forth in Exhibit B attached hereto and incorporated by reference. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.

5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.
6. Term: This Cooperative Purchase Contract term shall commence upon the “go-live” date when the new software program is implemented. This Cooperative Purchase Contract shall remain in effect until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.
7. Renewal: This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.
8. Transition. The prior contract entered into by and between the City and Passport as successor in interest to NuPark dated February 5, 2020 (“Prior Contract”) shall remain in effect until the “go-live” date when the new software program is implemented at which time the Prior Contract shall automatically expire. Passport shall provide written notice of the “go-live” date to the City. Passport will refund to City a proportionate share of any annual payments or similar advance payments made under the Prior Contract, so that payment is only made through the expiration date of the Prior Contract.

CONTRACTOR:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

EXHIBIT A
SPECIFIC REQUIREMENTS OF CITY

Price: See Attached.

Specifications: See Attached.

Schedule of performance: See Attached.

Delivery location: City of Flagstaff, 211 W. Aspen Avenue, Flagstaff, Arizona 86001 or such other City of Flagstaff address or electronic delivery site specified by City in writing.

Notices: All notices to City shall be sent to:

Brian Eilerts, MBA, CSSMBB
Senior Procurement Specialist
Purchasing Department
211 W. Aspen Ave.
Flagstaff, Arizona 86001
(928) 213-2275
Brian.Eilerts@flagstaffaz.gov

Certificate of Insurance: See Attached.

EXHIBIT B
AGENCY CONTRACT

NCPA RFP#26-16 for Integrated Parking Management System
Passport's Response
Award Letter
Renewal Letter

Agency contract documents are found on Passport's NCPA contracts page:
<http://www.ncpa.us/Vendors/Details/1229>

S:\Legal\Civil Matters\2020\2020-068 EV Passport (Paid Parking Software) Cooperative Purchase\NuPark to Passport
Contract 1-6-21.doc

Statement of Work

City of Flagstaff, AZ

November 5th, 2020



[Project Overview](#)

[Scope of Work](#)

[Configurations](#)

[Gateway and Merchant Processing](#)

[Citation Management](#)

[Legacy Citation Import](#)

[Citation Management \(Back-Office\)](#)

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[Citation Lifecycle](#)

[Citation Payment Portal and Adjudication](#)

[Payments](#)

[Adjudication](#)

[Citation Price and Escalations](#)

[Automatic Late Notice Letter Sending](#)

[Scofflaw List Management and Notifications \(Immobilization & Tow\)](#)

[Registered Owner Information Lookup](#)

[Digital Permits Product](#)

[Legacy Permit Import](#)

[Manage Permits](#)

[Issue Permits](#)

[Approval Queue](#)

[Reporting](#)

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[System Training](#)

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[Flowbird \(formerly known as Parkeon\) Parking Meter Integration](#)

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[Handheld Enforcement Hardware](#)

[Monitoring and Issuance Devices](#)

[Issuance Printers](#)

[Custom Citation Issuance Paper](#)

[Implementation Timeline](#)

[Assumptions & Notes](#)

[Project Change Control](#)

[Acceptance](#)

Project Overview

Passport will perform the migration of services for the City of Flagstaff, AZ (“City”) from the NuPark platform onto the Passport product set inclusive of the Citation Management (“CMP”) and Digital Permits (“DPP”) Products.

During this migration effort Passport will perform the architecture, design, implementation, and information transfer for the newly identified environment.

Scope of Work

Configurations

Gateway and Merchant Processing

Passport will utilize its existing PointNPay gateway integration, configured specifically with the City’s merchant processing credentials, to set up the City’s card processing service. The funds will flow through to the City’s PointNPay merchant account on a daily basis.

The City is responsible for paying all card processing fees to support the service.

Citation Management

Legacy Citation Import

Passport will import the legacy citation data that is available in NuPark. Passport will work with the City to determine what information needs to be migrated over from the existing provider’s system.

All unpaid citations and warnings will be imported into Passport's system for the initial system launch. Passport will ensure that all warnings and unpaid citations are imported into Passport's system accurately. After the initial launch, Passport will work to import the paid citation data into the system for record keeping purposes.

Any imported record, whether it's a citation or a warning, will be available in Passport's system for search capabilities and reporting purposes.

Citation Management (Back-Office)

Passport will provide the City with direct access to the Passport Operator Management ("OpsMan") back-office system portal, which will enable daily operations management of reporting, citation management, payment tracking and audit data.

OpsMan includes the following citation management functionality:

- Fully hosted by Passport cloud services.
- Secured Access with user specific login credentials and custom privileges per user.
 - There is not a cap on the number of users that can be setup.
- Real-time aggregator of citation data from Passport's Android issuance application, OpsMan Mobile.
- Voids.
- Refunds / Reversals.
- Escalation Schedule Resets.
- On-Demand Letter Generation for staff use.
- Officer activity logging.
- Supports and provides maintenance/edits for the following data upon proper user permissions being set:
 - Violation Date.
 - Violation Time.
 - Violation Type.
 - Zone / Location.
 - Space Number.
 - License Plate Number.
 - Vehicle Identification Number.
 - License Plate State.
 - License Plate Type.
 - Vehicle Type.
 - Vehicle Color.
 - Vehicle Make.
 - Vehicle Model.
 - Violator First Name.

- Violator Last Name.
- Violator Birthday.
- Violator Email Address.
- Violator Address.
- Custom Fields that are set up specifically for the Client.
- Violation Amount Due.
- Violation Escalation Schedule Start Date.
- Access to on-demand Reporting tools, including:
 - Violation Summary Report (by Officer, Area, Location).
 - Violation Detail Print-Out (with photo images).
 - Voided Reason Report.
 - Officer Activity Log.
 - Officer Productivity.
 - Violation Print-Out Report.
 - Hot List (boot and tow eligible) of Vehicles.
 - Disposition Code Report.
 - Citation Audit Trail.
 - Open Appeals Report.
 - Appeal Disposition Summary Report.
 - Closed Appeal report.
 - Payments Report.
 - Merchant Report.
 - Cashiers Report.
 - Violation Batches Report.
 - Adjustment Report.
 - Find Payment by Card Tail Report.
- Online user knowledge base.
- Manual citation entry for handwritten violations.
- Audit Trail for citation processing and specific activities.
- Scofflaw listing generation for delivery to the OpsMan Mobile issuance application and the Genetec License Plate Recognition system.
 - The scofflaw list of eligible license plate numbers will be delivered to Genetec's system via Secure File Transfer Protocol ("SFTP") on a daily basis.
- In-office Payment Acceptance.
 - Passport does not accept in-person credit card payments.
 - All credit card payments need to be done online through the portal.
 - Passport will not integrate with a cash draw or check reader
 - Any cash payments will need to be manually logged in OpsMan Web.
 - Any check payments will need to be manually logged in OpsMan Web.

OpsMan Mobile Monitoring and Issuance Application

Passport will deliver the monitoring and issuance application, OpsMan Mobile, to the City to be used in conjunction with the monitoring and issuance devices the City secures. Passport's OpsMan Mobile is an Android application that provides the following functionality:

- Secured permission-based access for application functionality.
- Seamless workflow for entering the required key data for each citation.
- Real-time citation issuance and back-office system upload for all violations.
- Real-time warning issuance and back-office system upload for all warnings.
- Real-time scofflaw indication notifications.
- Real-time permit indication notifications.
- Historical LPN violation issuance history notifications.
- Offline citation and warning issuance with automatic data upload upon reconnection.
- Time limit marking (electronic chalking).
 - One vehicle tire stem marking functionality.
 - Capability to print chalking marks on overtime violations. Stem value positioning marks are not able to be printed on the citation.
- Parking enforcement officers have the ability to print or not print the notes on the citations. Regardless of printing, all notes are available in the backend system, Operator Management.
- Citation reprints.
- Real-time citation voiding capabilities.
- Last second citation data input verification.
- Last second payment verification before issuance.
- Barcode printing.
- Violation cost increases for late penalties based on a set schedule.
- Color photographs that are electronically attached to each violation.

Citation Lifecycle

After a citation has been issued, the citation can be either paid or appealed before the citation begins to escalate in price after a certain number of calendar days of no action from the violator. Please see below for a dedicated overview of each of these scenarios.

Citation Payment Portal and Adjudication

Passport will provide a web portal for violators to make payment on their citation(s). The web portal will be visually configured to match the colors and logo preference of the City.

Payments

The web portal provides the following search and payment functionality:

- Mobile friendly, city-branded portal that allows violators to search for and pay their citations online.
- Search by Citation Number, License Plate Number or VIN
 - Citation status indication is provided as well as full details on the specific citation.
 - External Note(s) and Photographic Evidence is provided to the violator for each citation viewed.
 - Payment capabilities.
- Online Payment Capabilities
 - Shopping cart style feature to allow single or multiple citations to be paid in one transaction.
 - Credit or Debit Card payment acceptance.
 - Email notification to the payer of payment.
- Payment integration with Point & Pay

Adjudication

Passport initially will not be configuring any appeals or hearing requests processes. The City understands that they will maintain the existing process of manually filling the hearing requests within Passport's back-office system and the court. After the hearing has been conducted with the court, the hearing decision will be manually entered into Passport's back-office system.

After a citation has been manually marked for adjudication within the back-office system, that citation's escalation schedule will pause until an adjudication decision has been made. Once a decision has been made, the citation will resume its escalation schedule.

At a future date not yet determined, Passport intends to work with the City and the court to build out an integration with the court to facilitate efficiencies within the appeals process. Once built, the workflow is intended to be as follows:

Violators will be provided with the ability to appeal their violation with the City through Passport's online portal. All submitted appeals will be accessed and reviewed initially via OpsMan by the City. Permitted OpsMan users will be provided with the ability to approve or mark for denial an appeal via the web based interface. Appeals that the City believes should be denied will need to be sent to the Flagstaff Municipal Court for a hearing. As such, the City must mark the appeal for denial within OpsMan.

All marked for denial appeals through OpsMan will be sent electronically to Pragmatica LLC for court hearing scheduling purposes. Hearing decisions made by the Flagstaff Municipal Court will need to be manually updated in OpsMan for each contested citation by the City.

Passport will deliver contested hearing information to Pragmatica LLC so that Pragmatica LLC can then transmit this information to the court.

Please refer to the Custom Integrations or Configurations - Pragmatica LLC Integration for additional details.

After a citation has been submitted for an appeal or a hearing request, that citation's escalation schedule will pause until a decision has been made on the appeal or hearing request. Once a decision has been made, the citation will resume its escalation schedule.

Passport will ensure that a citation cannot be appealed or contested if it has been either paid or if the citation has aged passed 15 calendar days from the citation issuance date.

Citation Price and Escalations

Passport will configure the citations to be priced according to the current Parking Citation Fine Schedule as supplied by the City, with the most recent schedule being dated January 2019.

Passport understands that the City issues an initial Failure to Pay Meter warning for any vehicle that has not paid for their parking and that has not received a previous Failure to Pay Meter warning within the past 365 calendar days.

- Passport understands that the warning records are reset 365 calendar days after the initial warning is issued. This means that once 365 calendar days have elapsed post issuance, the violator is then eligible to receive another warning for a non-payment infraction rather than receiving a citation.

In addition, Passport will configure the previous ticket history within the issuance application to only show those citations issued within the last 365 calendar days.

Passport acknowledges that for certain violations, like the Failure to Pay Meter or Parked Without Parking Permit violation, prices are based on the number of previously issued violations for said violation types within 365 calendar days of a warning being issued.

Passport further understands that all citations will escalate in price by \$50 if the citation remains unpaid after 15 calendar days.

With respect to all of the information acknowledged and understood by Passport as set forth herein, Passport shall ensure that its system integrates these requirements in a manner satisfactory to the City.

Automatic Late Notice Letter Sending

Passport understands that it is the City's desire to print and ship the late notice letters to the violators itself. As such, Passport will deliver a website to the City that will act as a repository of the late notice letters that Passport's system has generated based on the citations lifecycles.

It is the City's responsibility to frequent the website to determine if any new late notice letters are available for printing and shipping. As citations age to the appropriate number of days post issuance, Passport's system will automatically generate the late notice letter PDF and deliver the letter to the website. This process will occur behind the scenes continuously.

When the City accesses the website, they will have the ability to print all of the outstanding late notice letters. If there is more than one late notice letter outstanding, then all outstanding late notice letters will be in the document that is printed to promote efficiency and save time. In other words, if two late notice letters are outstanding, rather than having to print each individual letter, clicking print will allow you to print both letters consecutively under one print job.

Trail items will be added to the back-office system indicating a late notice letter was mailed out for each citation when the late notice letter is delivered to the website.

Scofflaw List Management and Notifications (Immobilization & Tow)

Passport has the ability to maintain a scofflaw list and notify officers when an LPN or individual meets the immobilization or tow criteria. Passport understands that the City wishes to maintain a scofflaw list for boot and tow purposes.

Passport will work with the City to scope the level of effort and work required to set up and maintain a scofflaw list once the City is ready to move forward. Passport's setup of the scofflaw list is included as part of this SOW and Passport will proceed with this item upon notification from the City.

Registered Owner Information Lookup

Passport will provide registered owner lookup services to the City via NLETS. NLETS provides registered owner lookups in all 50 United States based on Passport providing NLETS with license plate information. In order to leverage the NLETS service, the City will be required to provide Passport with an executed NLETS Agency Authorization Form.

Registered owner information provided by NLETS will be pulled for each individual citation one day after the citation is issued. The registered owner information will be used to populate a late payment notice to the violator if they have not paid or appealed their violation within a certain amount of calendar days post issuance.

The registered owner information will be able to be viewed within OpsMan for each issued citation if NLETS provides the registered owner information back to Passport.

NLETS provides current (at time of lookup) registered owner information and does not provide historical violator information. Please note that lookup success rates vary from roughly 80% to 95% based on the variance of data available in the unique DMV systems. This means that some lookups will fail based on missing correlating DMV data. This is not something that Passport can remedy or be accountable for.

Digital Permits Product

Legacy Permit Import

Passport will import the legacy permit data that is available in NuPark. This will include all permits that will be active during the transition as well as those with any and all past history. The following data fields can be supported through the import, with an indicator if the data field is required during the import:

Permit Information Data Fields:

- Permit Number - Required
- Permit Issue Date - Required
- Permit Type - Required
- Permit Cycle - Required
- Zone Name - Required
- Permit Holder First Name - Required
- Permit Holder Last Name - Required
- Permit Holder Email Address
 - Required if there's no phone number
- Permit Holder Phone Number
 - Required if there's no email address
- Permit Holder Address - Required
- Permit Holder Address 2
- Permit Holder City - Required
- Permit Holder State - Required
- Permit Holder Zip Code - Required
- License Plate Number - Required
- License Plate State - Required
- License Plate Type - Required
- Vehicle Make
- Vehicle Model
- Vehicle Color

- Waitlist Position
- Permit Notes

Passport will provide the City with direct access to its back-office portal, Operator Management (“OpsMan”), that allows permit system administrators to manage their entire permit system, including the approval queue, waitlists, and reports. The back office portal also allows administrators to manage customer accounts and issue permits.

Manage Permits

Manage permits functions as a search user interface to quickly search for a specific permit and then take an action:

Core functionality includes:

- Viewing a permit’s status and general details
- View and add notes to a permit
- View the historical actions taken on a permit
- View the user associated with the permit
- View the payment history of the permit
- Email or print previous receipts
- Edit unrestricted Permit details
- Update the status of a permit: disable or cancel
- Renew and apply payments to permits
 - Passport does not accept in-person credit card payments.
 - All in-person credit card payments need to be done online through the portal or manually logged in OpsMan Web after being processed through an external system.
 - Passport will not integrate with a cash draw or check reader
 - Any cash payments will need to be manually logged in OpsMan Web after being processed through an external system.
 - Any check payments will need to be manually logged in OpsMan Web after being processed through an external system.

Issue Permits

Issue permits functions as a quick action drawer user interface to manually issue permits through the back-office system.

Core functionality Includes:

- Waitlist / limit information
- Eligibility requirement and document submission override

Approval Queue

The approval queue functions as a single first in, first out list with searching capabilities. Individual applications can be inspected via a drawer user interface within the same page. Relevant Search and Filtering capability is also provided.

The approval queue can be filtered for specific permit types.

Approving or rejecting a permit application can be completed from the inspection view, progressively over the list order or in bulk from the main list view.

Core functionality includes:

- Inspect, approve or reject applications

Reporting

Reports are made available within the City portal. All reports are presented as a list with the ability to filter for reports. The digital permits product has three core reports available:

- Exportable permit payment and refund report
 - All cashflow shown in one report.
 - Allows filtering by date range
- Exportable permit zone report
 - Allows filtering by zone, status, and/or date range.
- Exportable permit detail report
 - Allows filtering by type, cycle, status, and/or date range.

Employee/Fleet Account Management

Passport's employer permits module allows the City to centralize the management of all permits associated to a single employer, under one single account, controlled by appointed administrators. This functionality includes better management experience for large scale employers, easier billing, and enables custom limitations, rules, or pricing that would not be available to individual permits. Accounts can have multiple administrators who have the ability to add, update, or disable permits as needed. The ability to make payments or take other billing related actions, however, is limited to one single administrator.

End-User Customer Portal

Passport will provide the Client with a web-based portal that is publicly accessible and allows permit applicants/holders to apply, purchase, and manage their permit(s).

Customization with Client Branding

The permit portal will be accessible online at a white-labeled domain name determined by Passport with feedback provided by the City. The permit portal provides the following branding capabilities:

- City's logo - no color adjustments can be accommodated.
 - The Client must provide JPEG (or similar format) of their logo.
- One primary and secondary color should be defined by City
- URL
 - The URL for end-user customer portal will be <subdomain>permits.rmcpay.com

Portal Functionality

The following functionality will be available to the end-users through the customer portal:

- View available permit types
- View waitlist position
- Complete an online application to apply for the permits
 - Upload supporting collateral to meet permit qualification requirements (i.e. Proof of Residency, vehicle registration, etc.)
- Shopping cart style checkout for purchasing multiple permit payments.
- Add / remove debit or credit cards
- Auto-renewals
- FAQ's

Application Workflow

Permit applications function as a stepped, progressive series of data collection covering all information required of the applicant. The workflow allows open selection and application for any permit type.

- All applications are started by selecting a permit type.

Core functionality includes:

- Ad hoc custom fields for required vehicle or permit holder / applicant information
- Requirement validation on input fields
- Proof of Eligibility document upload

Manage Permit

Core functionality includes:

- Permit details: view general details and call to act to manually renew if eligible

- Permit holder Information: view / edit all fields related to the permit holder
- Vehicle Holder Information: view / edit all fields related to a vehicle, add and remove vehicles, if allowed.
- Payment History: view all previous payments and refunds toward the individual permit as well as downloading payment receipts.

System Training

Once a majority of the project milestones have been completed and the target launch date is confirmed, Passport will work with the Client to set-up the remote web-based training plan. Passport will assist the Client with determining who should be involved in the training sessions and when they should occur from a scheduling perspective around the target go-live date. Passport will host a training session with any Client employees who will interact with the new Passport Parking system. Passport recommends that all parking staff, anyone responsible for the adjudication of parking citations, Client accountants, and enforcement managers be present for training. Passport will work with the Client if additional training sessions are required.

All training is done via a “Train the Trainer” method, equipping each person present with the tools and knowledge to train their teams now and in the future.

Custom Integrations or Configurations

Flowbird (formerly known as Parkeon) Parking Meter Integration

Passport will integrate with Flowbird’s license plate based parking meters for the purpose of monitoring parking meter parking sessions.

Pragmatica LLC Integration

Passport will integrate with Pragmatica LLC for the purpose of providing registered owner and violator information to the Flagstaff Municipal Court for contested citation hearing adjudication.

Passport will provide Pragmatica LLC with a workflow document to define the integration once technical scoping on the integration has been completed.

This integration will not be initially available for the City and will need to be scoped when the City would like to move forward.

Handheld Enforcement Hardware

Monitoring and Issuance Devices

Monitoring and Issuance Devices

Passport's OpsMan Mobile application is required to be run on either a Samsung Galaxy S8 or Samsung Galaxy S9.

- It is the City's responsibility to purchase the devices.
- The City is responsible for the data plans associated with all of the devices.
- Passport will credit the City \$2,400 for the initial devices and data plans.

The City is responsible for the cost of purchasing any additional devices beyond the original purchase that Passport will credit to the City.

Issuance Printers

Passport requires the use of Zebra Thermal ZQ320 wireless bluetooth printers.

- Passport will secure, configure, and deliver six (6) Zebra Thermal ZQ320 wireless bluetooth printers.
 - The cost owed to Passport by the City for each printer is \$600.

The City is responsible for the cost of purchasing any additional printers beyond the original purchase as well.

Custom Citation Issuance Paper

- Passport will customize the front of the citation to include the City's name, the online payment and appeal portal website, the required values/fields for printing, the layout, barcodes, and other stylistic requirements.
- The City may choose to customize the back of the citation, including information related to payment options, the boot/tow process and the appeals process.
- Passport will work with the City to create the digital proof of the citation paper. Passport will place the initial order and all subsequent orders for paper. Passport will not order paper unless they are provided with written approval from the City.
 - Paper cost and inventory tracking will be the City's responsibility.
 - Paper orders take 4-5 weeks to process for both initial orders and subsequent orders. This cannot be expedited.
 - The price per roll for custom paper is dependent on the quantity ordered. Pricing is subject to change due to variable rates from the 3rd party vendor:

Quantity	50 Rolls	150 rolls	500 rolls	2000 rolls
Price Per Roll	\$21.19	\$9.13	\$4.85	\$3.36

Implementation Timeline

Passport has a general implementation plan that has been built off best practices; however, the finalized implementation plan will be created following the kick-off call between Passport and the City. Each week the designated project manager will hold a call with the City's project team to brief them on what stage the project is in, what was accomplished in the last week, outstanding items, and what steps will be taken for next week. Following the call, the project manager will send an email to the City, recapping what was discussed.

Assumptions & Notes

While performing these services, Passport will rely upon the concerted engagement, direction, authorization, approvals or other information provided by the City's primary stakeholder and technical teams.

The Client's Project Manager and respective team will be responsible for contributing to and reviewing Weekly Status Reports and reporting Project issues.

Additional City responsibilities include:

- Providing operational information in a timely manner.
- Providing a list of stakeholders for preliminary implementation.
- Making a good faith effort to facilitate the continued progress of the implementation.
- Perform user acceptance testing to confirm the accuracy of configured attributes in the system.
- Provide written approval on each aspect of the system.

Deliverables or activities not specifically identified as in scope throughout this document are by definition out of scope, unless accompanied by an approved Scope Change Order.

Project Change Control

Changes may be required to manage unanticipated or new information that may arise during the course of the implementation and delivery of this solution that impacts an existing (or creates a

new) deliverable, restriction, milestone, or dependency. This Project Change Control process is meant to enforce a process to ensure changes are tracked and approved appropriately throughout the project.

Process

- A Passport representative will complete a Scoping Change Order form describing the exchange to be evaluated.
- Passport will perform an impact assessment (cost, schedule, risk, etc) and provide a recommendation for how to achieve the City's objectives in the context of the latest information.
- The City will decide whether or not to proceed with Passport's recommendation or to suggest an alternative approach.
- If the Change Request is approved by the City and returned back upon full execution, then the Change Request document will be incorporated as part of the Statement of Work.

Timeline Effects

- Upon approval by all parties, the impact assessment associated with such a change request shall augment any prior commitments or estimates of timeline and pricing in this Statement of Work, which shall no longer apply. Passport will use commercially reasonable efforts to maintain the timeline and cost associated with this Statement of Work, augmented by any and all Change Request(s) approved by all parties.

Acceptance

Please indicate your acceptance of this Statement of Work by signing below. Any changes to this Statement of Work shall be approved by both parties and may result in additional costs.

City of Flagstaff, AZ

Authorized Name: _____
Title: _____
Signature: _____
Date: _____

Passport Labs, Inc.

128 S. Tryon St. Suite 2200 Charlotte, NC 28202

Authorized Name: _____
Title: _____
Signature: _____
Date: _____



QUOTE

912 Petaluma Dr
Cedar Park, TX 78613

Customer: NCPA

1850 Highway 351
Abilene, TX 79601

RFP #12-16

Date: 03/28/16

Quote #: NCPA 032916

SOFTWARE SUBSCRIPTION	QTY	TIER 1	TIER 2	TIER 3	TIER 4	TIER 5
Tier Price based on Transactions (Permissions+Citations issued) per year		0-18,750	18,751-37,500	37,501-75,000	75,001-150,000	150,001-300,000+
1 Hosted uParkCampus/uParkCity Subscription -Includes uParkCampus Back Office Software, Unlimited Seat Licenses, Implementation, Travel, Project Management, Integration, Support, Hosting, Upgrades	1	Included	Included	Included	Included	Included
2 Hosted uParkCampus/uParkCity eCommerce Portal - Includes: Citation Payment and Appeals, Permit Sales, Occupancy data (when available) other TBD parking related information	1	Included	Included	Included	Included	Included
3 Consumer Parking App -(iOS & Android)	1	Included	Included	Included	Included	Included
NCPA PRICE (ANNUALLY)**		\$ 28,125.00	\$ 56,251.00	\$ 84,375.00	\$ 112,500.00	\$ 146,250.00
LIST PRICE (ANNUALLY)**		\$ 33,750.00	\$ 67,501.20	\$ 101,250.00	\$ 135,000.00	\$ 175,500.00

ENFORCEMENT TOOLS	QTY	TIER 1	TIER 2	TIER 3	TIER 4	TIER 5
4 Mobile LPR Enforcement Bundle - Two Camera Genetec SharpX XGA System, In-Vehicle Rugged Tablet, Mounting Hardware, PlateScout Software, One Year Warranty	1	\$ 29,500.00	\$ 29,500.00	\$ 29,500.00	\$ 29,500.00	\$ 29,500.00
5 Mobile LPR Enforcement Hardware Installation - Includes onsite vehicle installation and testing.	1	\$ 3,250.00	\$ 3,250.00	\$ 3,250.00	\$ 3,250.00	\$ 3,250.00
6 Rugged Handheld Enforcement Unit - Includes Enforcement Software, 7" Panasonic Rugged Tablet, Bluetooth Printer, and 3 Year Warranty	1	\$ 3,900.00	\$ 3,900.00	\$ 3,900.00	\$ 3,900.00	\$ 3,900.00
7 Android/IOS Enforcement Bundle -Includes Enforcement Software, 9" or 6" Handheld, LTE, Wi-Fi, Bluetooth, Rugged Bluetooth Printer, 1 Year Warranty	1	\$ 1,950.00	\$ 1,950.00	\$ 1,950.00	\$ 1,950.00	\$ 1,950.00
8 Enforcement Application - Used with customer-provided handheld and printer (must be certified for use with software application) - Per Year	1	\$ 650.00	\$ 650.00	\$ 650.00	\$ 650.00	\$ 650.00

Terms:

50% of year one total (hardware and software) due at signed contract
50% of year one total (hardware and software) due at "go live date"

*Renewal due on anniversary of contract date

**Subscriptions increase 5% year

Request for Proposal (RFP) for Integrated Parking Management System

Solicitation Number: 26-16

Publication Date: Thursday, September 29th, 2016

Notice to Respondent:

Submittal Deadline: Thursday, November 3rd, 2016 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, October 27th, 2016. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Integrated Parking Management System for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Integrated Parking Management System, respondents are encouraged to submit an offering on any or all products and services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

**Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601**

Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided.



Competitive Solicitation by
Region 14 Education Service Center
For
Integrated Parking Management System
On behalf of itself and other Government Agencies
And made available through the
National Cooperative Purchasing Alliance
RFP # 26-16



National Cooperative Purchasing Alliance

Introduction / Scope

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Integrated Parking Management System.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

◆ Submission of Response

- Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
- Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

◆ Required Proposal Format

- Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

◆ Binder Tabs

- Tab 1 – Signature Form
- Tab 2 – NCPA Administration Agreement
- Tab 3 – Vendor Questionnaire
- Tab 4 – Vendor Profile
- Tab 5 – Products and Services / Scope
- Tab 6 - References
- Tab 7 - Pricing
- Tab 8 – Value Added Products and Services
- Tab 9 – Required Documents

◆ Shipping Label

- The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packaged must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

From:

Company:

Address:

City, State, Zip:

Solicitation Name and Number:

Due Date and Time:

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- ◆ Assignment of Contract
 - No assignment of contract may be made without the prior written approval of Region 14 ESC. Purchase orders and payment can only be made to awarded vendor. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.
- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 14 ESC and the vendor.
- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
 - All pricing submitted to shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or

vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.
-

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$1 - \$2 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation
- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.
- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services
- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name

Address

City/State/Zip

Telephone No.

Fax No.

Email address

Printed name

Position with company

Authorized signature

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of _____, by and between National Cooperative Purchasing Alliance (“NCPA”) and _____ (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated _____, referenced as Contract Number _____, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Integrated Parking Management System;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: _____

Title: _____

Address: _____

Signature: _____

Date: _____

Vendor: _____

Name: _____

Title: _____

Address: _____

Signature: _____

Date: _____

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

☐ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- | | | |
|-----------------------------------------------|-----------------------------------------|-----------------------------------------|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

☐ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

☐ American Samoa

☐ Northern Mariana Islands

☐ Federated States of Micronesia

☐ Puerto Rico

☐ Guam

☐ U.S. Virgin Islands

☐ Midway Islands

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

- Respondent Certifies that this firm is a M/WBE

☐

▪ **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB

☐

◆ **Residency**

- Responding Company's principal place of business is in the city of _____,
State of _____

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

☐ A publically held corporation; therefore, this reporting requirement is not applicable.

☐ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

☐ Manufacturer Direct

☐ Certified education/government reseller

☐ Authorized Distributor

☐ Manufacturer marketing through reseller

☐ Value-added reseller

☐ Other: _____

◆ **Processing Information**

- Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

▪ Purchase Orders

Contact Person: _____
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

▪ Sales and Marketing

Contact Person: _____
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☐ Yes ☐ No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☐ Yes ☐ No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.

☐ Yes ☐ No

◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.
- ◆ Brief history of your company, including the year it was established.
- ◆ Company's Dun & Bradstreet (D&B) number.
- ◆ Company's organizational chart of those individuals that would be involved in the contract.
- ◆ Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.
- ◆ Define your standard terms of payment.
- ◆ Who is your competition in the marketplace?
- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties
 - K-12
 - Higher Education
 - Other government agencies or nonprofit organizations
- ◆ What differentiates your company from competitors?
- ◆ Describe how your company will market this contract if awarded.
- ◆ Describe how you intend to introduce NCPA to your company.
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
- ◆ Green Initiatives
 - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste,

energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

◆ Vendor Certifications (if applicable)

- Vendors must provide copies of the following certifications:
 - PCI PA-DSS Level 1
 - SAS 70 Type II
- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with:
- ◆ **Payment Options** - The mobile payment for parking system must have the following payment options:
 - Mobile payment system (IVR)
 - Pay by mobile application
 - Pay by web
- ◆ **Mobile payment for parking system (IVR)** - The vendor must provide an IVR system with the following requirements:
 - Users can call a toll free or local number.
 - The system recognizes the user (account) based on the incoming number.
 - One account can be associated with multiple landline or cellular phone numbers.
 - The IVR system must recognize user inputs by touch tones and speech.
 - The IVR system must have menu options and dialog, including:
 - Begin parking - One account can hold multiple vehicles (license plate numbers). The system must allow the user to choose a vehicle if multiple vehicles are on the account.
 - Extend parking - The system must have the ability to restrict extensions that are beyond the maximum length of stay. The system must have the ability to reject purchases on the same block for a set amount of time after a maximum purchase.
 - Sign up as a new user
 - If a user selects the option to begin parking, the system must:
 - Prompt for a meter/block/zone ID.
 - Query the parking system inventory to confirm that parking is permitted at the current time.
 - Prompt for the time to park - The system must have the ability to impose a minimum time purchase. The system must have the ability to restrict purchases to increments of time. The system must reject an entry greater than the length of stay.
 - Confirm that the purchase is complete.

- Prompt whether to remind the user that the parking session is set to expire with an automated SMS or email.
- Prompt for the number of minutes before the expiration to send the reminder.

➤ If a user selects the option to extend parking, the system must:

- Verify that there is a currently active parking session.
- Prompt for the time to extend.
- Confirm that the extension is complete.

◆ **Pay by Mobile Application** - The vendor must provide smart phone applications with the following requirements:

- Mobile applications need to support existing and new Android, iOS, BlackBerry and Windows Mobile 7 versions, in addition to a browser version.
- Applications can be downloaded from the Android Marketplace or Apple Store, or equivalent.
- Applications can be downloaded or redirected from the vendor's website.
- Applications can be downloaded or redirected from NCPA's website.
- When a user launches the application, it must:
 - Prompt for the username and password (for registered users). The application must have the ability to save the username and password to expedite future log ins.
 - Provide an interface to sign up as a new user.
- Upon logging in, the application must have the following options, with identical functionality to that of the IVR system:
 - Begin parking via GPS, QR Code, NFC or manual entry.
 - Extend parking.
 - Check account balance.
 - Recharge account with credit card on file.
- In addition, the application must also have the following functionality:
 - Manage account: Add, remove, or edit a credit card.
 - Manage account: Add, remove, or edit a vehicle.
 - Manage account: Select a primary vehicle.
 - Manage account : Add funds to the account from a credit card
 - Transaction history showing all paid parking sessions by: Date and time, Duration, Rate, Total amount, Payment method, License plate number, Meter/block/zone ID.
- For new or extended parking sessions, the application must:

- Remind the customer that the session is about to expire with a push notification on the phone. The user must be able to turn this feature on or off.
- The application must have industry-level standards to encrypt and secure credit card and other personal data.

◆ **Pay by Web** - The system must provide a website with the following requirements:

- Participant must have the option to have a customized website (e.g. <http://www...com/NCPA>) or use the participant's standard website.
- Support desktop and mobile browsers.
- When a user launches the website, it must:
 - Prompt for the username and password (for registered users). The website must have the ability to save the username and password locally on the device (PC or phone) to expedite future logins.
 - Provide an interface to sign up as a new user.
- Upon logging in, the website must have the following options, with identical functionality to that of the mobile application:
 - Begin parking.
 - Extend parking.
 - Check account balance.
 - Recharge account with credit card on file.
 - Manage account.
 - Transaction history.
- The application must have industry-level standards to encrypt and secure credit card and other personal data.

◆ **Account Management** - The system must provide multiple ways for a user to manage his or her mobile payment for parking system account. This section contains the requirements for account management.

- All interfaces for account management must have industry-level standards to encrypt and secure credit card and other personal data.
- Users must be able to create and manage accounts through a website (desktop and mobile versions), mobile application, IVR system, and through a live customer service representative.
- Users must be able to create new accounts with the following parameters:
 - Username (email).
 - Password.
 - Phone number(s).

- License plate number(s).
- Credit card number.
- Billing name and address.
- Users must be able to access a history of all transactions made on an account and be able to view reports and receipts showing:
 - Date and time.
 - Duration.
 - Rate.
 - Total amount.
 - Payment method.
 - License plate number.
 - Meter/block/zone ID.
- Users must be able to configure reminders for session expirations, including the ability to:
 - Enable or disable reminders.
 - Configure the type of reminder (SMS or email).
- When funding an account, the system must have the ability to impose a minimum charge/recharge amount.
- The system must have the ability to automatically notify a user and/or recharge the account if the account balance falls below a certain amount.
- The system must be able to support both pay per transaction and pay out of a “mobile wallet” models.
 - The participant must explain any difference in cost between these two models.

Administrator Requirements

- ◆ **Administrator Portal** - The system must provide a website accessible only to designed system administrators.
 - Customer service representatives must be able to create and manage user accounts.
 - Customer service representatives must be able to activate or deactivate mobile payment system user accounts.
 - Administrators must be able to run reports on transactions and accounts.
 - Administrators must have an interface to query transactions for ticket adjudication purposes.

- ◆ **Reporting** - The system must provide reporting functionality to designated administrators of the system. These reports must include data on:
 - Transactions made by:
 - License plate number.
 - Phone number.
 - Username/account number.
 - Date and time.
 - Duration.
 - Rate.
 - Total amount.
 - Payment method.
 - License plate number.
 - Meter/block/zone ID.
 - Account sign ups.
 - Account charges/recharges.
 - The system must allow reports to be exported to:
 - Microsoft Excel.
 - Text files.
 - Database flat files.
 - Direct connection with another database.
 - Reports must be available for viewing or download within reasonably time. The participant must provide performance metrics on its reporting tool, with scenarios such as:
 - Number of new accounts per week.
 - Amount of transactions per day by meter/block/zone ID.
 - All transactions in a calendar year.
- ◆ **Parking System Inventory** - The system must have the option for a web-based tool to manage the inventory of the parking system. This section describes the requirements of the inventory management tool.
 - The inventory must hold information on each meter/block/zone, including its:
 - ID.
 - Address.
 - Status (active or inactive).
 - Rate.
 - Hours of operation.
 - Hours of restrictions.
 - Maximum length of stay.

- Once a change is made to the inventory, the system must be either updated immediately or queued for update at a set time.
- An administrator must be able to use the tool to manually update the attributes of a single meter/block/zone.
- An administrator must be able to import a file to update the entire inventory.

Other Technical Requirements

- ◆ **Data Security** - The system must exercise industry standard protocols to ensure the protection of any data stored and transmitted in the system, including:
 - Securing physical servers, storage, etc.
 - Firewalls to protect against unauthorized access.
 - SSL encryption on websites.
 - PCI PA-DDS level 1 compliant on all applicable data.
 - SAS 70 Type II certified before the Notice of Award.
 - The participant must minimize NCPA's exposure to sensitive data, such as:
 - Credit card numbers.
 - Personal information of users.
 - The participant must describe its data security plan and disclose any breaches of security.
- ◆ **System Availability** - The system must provide redundant/failsafe servers which ensure at least 99.9% uptime of all components of the system, including:
 - IVR, including the availability of live customer service representatives.
 - Mobile applications.
 - User and administrator websites.
 - Integration with existing multi space meters (only for the integration part for which the participant is responsible).
 - Integration with existing enforcement systems (only for the integration part for which the participant is responsible).
 - The proposed system must be able to handle up to 50 million mobile payment transactions per year, including up to 12,000 transactions per hour.

- The system must provide system uptime reports from the past 4 years and also provide a plan to scale the system to support additional users and transactions.

Integration

- ◆ **Multi space meters** - The system must be able to communicate with the back office system of the existing multi space meters. The system must have the following requirements:
 - Send each transaction to the existing back office system or a 3rd party system as it happens in real-time.
 - Accept transactions sent from the back office system or a 3rd party system.
 - The participant must provide examples of data formats and delivery methods used to communicate transactions to and from external systems.
- ◆ **Enforcement** - The system must be able to communicate with any enforcement system. The system must have the following requirements:
 - Allow a device to query the payment status of a vehicle through its license plate number using an API provided by the vendor that is compatible with:
 - Android.
 - iOS.
 - Blackberry.
 - Windows Mobile.
 - A platform agnostic web service.
 - Allow a device to query a list of paid vehicles through a meter/block/zone ID.
 - Allow a license plate recognition system to query the payment status of a vehicle through its license plate number.
 - Pull or receive a list of license plate numbers flagged by law enforcement.
 - The system must be able to send an alert when a matching vehicle makes a parking transaction.
 - The participant must provide examples of their enforcement integration models with other clients.

Marketing

The vendor must provide examples of marketing plans used in other cities or markets. In addition:

- The vendor must provide an initial marketing plan to promote the use of the system, including details on the message, medium, location, and frequency of marketing.

- The vendor must provide a comprehensive recurring marketing plan.
- The vendor must supply all promotional and operational graphics, excluding the street signage used to identify meter/block/zone IDs.

All marketing plans and materials shall be approved by NCPA prior to implementation.

Customer Service

◆ **End User Customer Service** - The vendor must provide the following customer services to end users:

- Live operators available 24/7 to create accounts and resolve issues.
- Language support for:
 - English.
 - Spanish (if available).
- Customers looking to establish contact with a live operator must be provided the option at the start of a parking action.
- Callers seeking a live operator must not be on hold for longer than 2 minutes.
- Music and updated messaging must be provided during calls on hold.
- Customers looking to find parking must be provided a web-based or mobile app based map, or other method of locating metered parking.

The vendor must provide a customer support plan that includes projected call volumes and number of support staff available.

◆ **NCPA Support** - The vendor must provide the following services to NCPA:

- Technical support during normal business hours of 8:30 am to 6:00 pm, (EST).
- Engineering staff to perform development, testing, and deployment.
- Response times of less than 30 minutes for urgent issues.
- Resolution of urgent issues in less than 2 hours.

The vendor must provide examples of development project plans and issue resolution processes with other clients.

Training

The vendor must provide training to personnel designated by NCPA and cooperating agencies in the following areas:

- Use of payment methods.
- Use of any websites designed for users and administrators.
- Use of any enforcement tools.

The vendor must also provide training for end users, including, but not limited to a frequently asked questions (FAQ) section and/or instructional videos on the vendor's website.

Deployment

The vendor must provide examples of deployment plans with other clients that include the following:

- Development schedule.
- Testing schedule.
- Roll out schedule.
- Marketing schedule.
- Training schedule.

The participant must provide a tentative deployment schedule for NCPA that includes all services.

Additional Integrated Services

The vendor must incorporate additional integrated services and pricing to their proposal, including but not limited to:

- Digital virtual permit management system for monthly, residential, visitor and other parking related permits
 - The whole life cycle of a permit must be automated.
 - Registration, application, (auto renewal) payments, approval (if applicable), and issuance must be performed online.
 - Permits can be assigned to the vehicle's license plate number, send to the permit holder's smart phone or other mobile device or printed at home.

- Online personal account for permit holder to update information and manage their account.
 - Waiting list and mass email functionality.
 - Central database repository for aggregated parking data (analysis), central enforcement and integration of several parking methods and technologies, such as but not limited to:
 - Mobile payments for parking system.
 - Pay by plate (multi space meter).
 - Digital permit management system.
 - Enforcement.
 - Access for mobile payment users to gated parking facilities via:
 - QR Code, either via scanning within a mobile app or scanning at the gate.
 - Near Field Communication (NFC).
 - RFID or Proximity Cards.
 - License Plate Recognition (LPR).
 - Electrical Vehicle Charging.
 - Event permit system, either via mobile payments for parking system (temporary event rate override of regular parking rates).
 - Integrations with all major meter equipment, ticket software applications and sensor technology providers.
-

Tab 6 – References

- ◆ Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.
- ◆ All references should include the following information from the entity:
 - Entity Name
 - Contact Name and Title
 - City and State
 - Phone
 - Years Serviced
 - Description of Services
 - Annual Volume

Tab 7 – Pricing

- ◆ Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.
- ◆ Price lists must contain the following:
 - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
 - Description
 - Vendor's List Price
 - Percent Discount to NCPA participating entities
- ◆ Submit price list electronically on CD, DVD, or Flash Drive. Include respondents name, name of solicitation, and date on media of choice.
- ◆ Not To Exceed Pricing
 - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
 - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
 - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice

- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as

amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor

Print Name

Address

City, State, Zip

Authorized signature

Date

Contractor Requirements

Contractor Certification
Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature _____

Date _____

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name

Address

City/State/Zip

Telephone No.

Fax No.

Email address

Printed name

Position with company

Authorized signature

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agency's policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - 1) The copyright in any work developed under a grant or contract; and
 - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 *et seq.*, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this

Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirement of said statutes:

Nationwide: http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other States: Cities, Towns, Villages, and Boroughs

No. Cities, Towns, Villages and Boroughs in Oregon

1	CEDAR MILL COMMUNITY LIBRARY
2	CITY COUNTY INSURANCE SERVICES
3	CITY OF ADAIR VILLAGE
4	CITY OF ALBANY
5	CITY OF ASHLAND
6	CITY OF ASTORIA OREGON
7	CITY OF AUMSVILLE
8	CITY OF AURORA
9	CITY OF BEAVERTON
10	CITY OF BOARDMAN
11	CITY OF BURNS
12	CITY OF CANBY
13	CITY OF CANNON BEACH OR
14	CITY OF CANYONVILLE
15	CITY OF CENTRAL POINT POLICE DEPARTMENT
16	CITY OF CLATSKANIE
17	CITY OF COBURG
18	CITY OF CONDON
19	CITY OF COOS BAY
20	CITY OF CORVALLIS
21	CITY OF COTTAGE GROVE
22	CITY OF CRESWELL
23	CITY OF DALLAS
24	CITY OF DAMASCUS
25	CITY OF DUNDEE
26	CITY OF EAGLE POINT
27	CITY OF ECHO
28	CITY OF ESTACADA
29	CITY OF EUGENE
30	CITY OF FAIRVIEW
31	CITY OF FALLS CITY
32	CITY OF GATES
33	CITY OF GEARHART
34	CITY OF GERVAIS
35	CITY OF GOLD HILL
36	CITY OF GRANTS PASS
37	CITY OF GRESHAM
38	CITY OF HAPPY VALLEY
39	CITY OF HILLSBORO
40	CITY OF HOOD RIVER
41	CITY OF JOHN DAY
42	CITY OF KLAMATH FALLS
43	CITY OF LA GRANDE
44	CITY OF LAKE OSWEGO
45	CITY OF LAKESIDE
46	CITY OF LEBANON
47	CITY OF MALIN
48	CITY OF MCMINNVILLE
49	CITY OF MEDFORD
50	CITY OF MILL CITY
51	CITY OF MILLERSBURG
52	CITY OF MILWAUKIE
53	CITY OF MORO
54	CITY OF MOSIER
55	CITY OF NEWBERG
56	CITY OF NORTH PLAINS
57	CITY OF OREGON CITY

58	CITY OF PHOENIX
59	CITY OF PILOT ROCK
60	CITY OF PORT ORFORD
61	CITY OF PORTLAND
62	CITY OF POWERS
63	CITY OF REDMOND
64	CITY OF REEDSPORT
65	CITY OF RIDDLE
66	CITY OF SALEM
67	CITY OF SANDY
68	CITY OF SANDY
69	CITY OF SCAPPOOSE
70	CITY OF SEASIDE
71	CITY OF SHADY COVE
72	CITY OF SHERWOOD
73	CITY OF SPRINGFIELD
74	CITY OF ST. PAUL
75	CITY OF STAYTON
76	CITY OF TIGARD, OREGON
77	CITY OF TUALATIN, OREGON
78	CITY OF WARRENTON
79	CITY OF WEST LINN/PARKS
80	CITY OF WILSONVILLE
81	CITY OF WINSTON
82	CITY OF WOOD VILLAGE
83	CITY OF WOODBURN
84	CITY OF YACHATS
85	FLORENCE AREA CHAMBER OF COMMERCE
86	GASTON RURAL FIRE DEPARTMENT
87	GLADSTONE POLICE DEPARTMENT
88	HOUSING AUTHORITY OF THE CITY OF SALEM
89	KEIZER POLICE DEPARTMENT
90	LEAGUE OF OREGON CITIES
91	MALIN COMMUNITY PARK AND RECREATION DISTRICT
92	METRO
93	MONMOUTH - INDEPENDENCE NETWORK
94	PORTLAND DEVELOPMENT COMMISSION
95	RAINIER POLICE DEPARTMENT
96	RIVERGROVE WATER DISTRICT
97	SUNSET EMPIRE PARK AND RECREATION
98	THE NEWPORT PARK AND RECREATION CENTER
99	TILLAMOOK PEOPLES UTILITY DISTRICT
100	TUALATIN VALLEY FIRE & RESCUE
101	WEST VALLEY HOUSING AUTHORITY

No. Counties and Parishes

1	ASSOCIATION OF OREGON COUNTIES
2	BENTON COUNTY
3	CLACKAMAS COUNTY DEPT OF TRANSPORTATION
4	CLATSOP COUNTY
5	COLUMBIA COUNTY, OREGON
6	COOS COUNTY HIGHWAY DEPARTMENT
7	CROOK COUNTY ROAD DEPARTMENT
8	CURRY COUNTY OREGON
9	DESCHUTES COUNTY
10	DOUGLAS COUNTY
11	GILLIAM COUNTY
12	GILLIAM COUNTY OREGON
13	GRANT COUNTY, OREGON
14	HARNEY COUNTY SHERIFFS OFFICE

15 HOOD RIVER COUNTY
 16 HOUSING AUTHORITY OF CLACKAMAS COUNTY
 17 JACKSON COUNTY HEALTH AND HUMAN SERVICES
 18 JEFFERSON COUNTY
 19 KLAMATH COUNTY VETERANS SERVICE OFFICE
 20 LAKE COUNTY
 21 LANE COUNTY
 22 LINCOLN COUNTY
 23 LINN COUNTY
 24 MARION COUNTY , SALEM, OREGON
 25 MORROW COUNTY
 26 MULTNOMAH COUNTY
 27 MULTNOMAH COUNTY
 28 MULTNOMAH LAW LIBRARY
 29 NAMI LANE COUNTY
 30 POLK COUNTY
 31 SHERMAN COUNTY
 32 UMATILLA COUNTY, OREGON
 33 UNION COUNTY
 34 WALLOWA COUNTY
 35 WASCO COUNTY
 36 WASHINGTON COUNTY
 37 YAMHILL COUNTY
 1 BOARD OF WATER SUPPLY
 2 COUNTY OF HAWAII
 3 MAUI COUNTY COUNCIL

No. Higher Education

1 BIRTHINGWAY COLLEGE OF MIDWIFERY
 2 BLUE MOUNTAIN COMMUNITY COLLEGE
 3 CENTRAL OREGON COMMUNITY COLLEGE
 4 CHEMEKETA COMMUNITY COLLEGE
 5 CLACKAMAS COMMUNITY COLLEGE
 6 COLUMBIA GORGE COMMUNITY COLLEGE
 7 GEORGE FOX UNIVERSITY
 8 KLAMATH COMMUNITY COLLEGE DISTRICT
 9 LANE COMMUNITY COLLEGE
 10 LEWIS AND CLARK COLLEGE
 11 LINFIELD COLLEGE
 12 LINN-BENTON COMMUNITY COLLEGE
 13 MARYLHURST UNIVERSITY
 14 MT. HOOD COMMUNITY COLLEGE
 15 MULTNOMAH BIBLE COLLEGE
 16 NATIONAL COLLEGE OF NATURAL MEDICINE
 17 NORTHWEST CHRISTIAN COLLEGE
 18 OREGON HEALTH AND SCIENCE UNIVERSITY
 19 OREGON UNIVERSITY SYSTEM
 20 PACIFIC UNIVERSITY
 21 PORTLAND COMMUNITY COLLEGE
 22 PORTLAND STATE UNIV.
 23 REED COLLEGE
 24 ROGUE COMMUNITY COLLEGE
 25 SOUTHWESTERN OREGON COMMUNITY COLLEGE
 26 TILLAMOOK BAY COMMUNITY COLLEGE
 27 UMPQUA COMMUNITY COLLEGE
 28 WESTERN STATES CHIROPRACTIC COLLEGE
 29 WILLAMETTE UNIVERSITY
 1 ARGOSY UNIVERSITY
 2 BRIGHAM YOUNG UNIVERSITY - HAWAII
 3 COLLEGE OF THE MARSHALL ISLANDS
 4 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
 5 UNIVERSITY OF HAWAII AT MANOA

No. K - 12

1 ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
 2 BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
 3 BAKER SCHOOL DISTRICT 5-J
 4 BANDON SCHOOL DISTRICT
 5 BANKS SCHOOL DISTRICT
 6 BEAVERTON SCHOOL DISTRICT
 7 BEND / LA PINE SCHOOL DISTRICT
 8 BEND-LA PINE SCHOOL DISTRICT
 9 BROOKING HARBOR SCHOOL DISTRICT NO.17-C

10 CANBY SCHOOL DISTRICT
 11 CANYONVILLE CHRISTIAN ACADEMY
 12 CASCADE SCHOOL DISTRICT
 13 CASCADES ACADEMY OF CENTRAL OREGON
 14 CENTENNIAL SCHOOL DISTRICT
 15 CENTRAL CATHOLIC HIGH SCHOOL
 16 CENTRAL POINT SCHOOL DISTRICT NO. 6
 17 CENTRAL SCHOOL DISTRICT 13J
 18 CLACKAMAS EDUCATION SERVICE DISTRICT
 19 COOS BAY SCHOOL DISTRICT
 20 COOS BAY SCHOOL DISTRICT NO.9
 21 COQUILLE SCHOOL DISTRICT 8
 22 COUNTY OF YAMHILL SCHOOL DISTRICT 29
 23 CRESWELL SCHOOL DISTRICT
 24 CROSSROADS CHRISTIAN SCHOOL
 25 CULVER SCHOOL DISTRICT NO.
 26 DALLAS SCHOOL DISTRICT NO. 2
 27 DAVID DOUGLAS SCHOOL DISTRICT
 28 DAYTON SCHOOL DISTRICT NO.8
 29 DE LA SALLE N CATHOLIC HS
 30 DESCHUTES COUNTY SD NO.6 - SISTERS SD
 31 DOUGLAS COUNTY SCHOOL DISTRICT 116
 32 DOUGLAS EDUCATION SERVICE DISTRICT
 33 DUFUR SCHOOL DISTRICT NO.29
 34 ELKTON SCHOOL DISTRICT NO.34
 35 ESTACADA SCHOOL DISTRICT NO.108
 36 FOREST GROVE SCHOOL DISTRICT
 37 GASTON SCHOOL DISTRICT 511J
 38 GEN CONF OF SDA CHURCH WESTERN OR
 39 GLADSTONE SCHOOL DISTRICT
 40 GLENDALE SCHOOL DISTRICT
 41 GLIDE SCHOOL DISTRICT NO.12
 42 GRANTS PASS SCHOOL DISTRICT 7
 43 GREATER ALBANY PUBLIC SCHOOL DISTRICT
 44 GRESHAM-BARLOW SCHOOL DISTRICT
 45 HARNEY COUNTY SCHOOL DIST. NO.3
 46 HARNEY EDUCATION SERVICE DISTRICT
 47 HEAD START OF LANE COUNTY
 48 HERITAGE CHRISTIAN SCHOOL
 49 HIGH DESERT EDUCATION SERVICE DISTRICT
 50 HOOD RIVER COUNTY SCHOOL DISTRICT
 51 JACKSON CO SCHOOL DIST NO.9
 52 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
 53 JEFFERSON SCHOOL DISTRICT
 54 KLAMATH FALLS CITY SCHOOLS
 55 LA GRANDE SCHOOL DISTRICT
 56 LAKE OSWEGO SCHOOL DISTRICT 7J
 57 LANE COUNTY SCHOOL DISTRICT 4J
 58 LANE COUNTY SCHOOL DISTRICT 69
 59 LEBANON COMMUNITY SCHOOLS NO.9
 60 LINCOLN COUNTY SCHOOL DISTRICT
 61 LINN CO. SCHOOL DIST. 95C - SCIO SD
 62 LOST RIVER JR/SR HIGH SCHOOL
 63 LOWELL SCHOOL DISTRICT NO.71
 64 MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
 65 MCMINNVILLE SCHOOL DISTRICT NO.40
 66 MEDFORD SCHOOL DISTRICT 549C
 67 MITCH CHARTER SCHOOL
 68 MOLALLA RIVER ACADEMY
 69 MOLALLA RIVER SCHOOL DISTRICT NO.35
 70 MONROE SCHOOL DISTRICT NO.1J
 71 MORROW COUNTY SCHOOL DISTRICT
 72 MT. ANGEL SCHOOL DISTRICT NO.91
 73 MT.SCOTT LEARNING CENTERS
 74 MULTISENSORY LEARNING ACADEMY
 75 MULTNOMAH EDUCATION SERVICE DISTRICT
 76 MYRTLE POINT SCHOOL DISTRICT NO.41
 77 NEAH-KAH-NIE DISTRICT NO.56
 78 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
 79 NOBEL LEARNING COMMUNITIES
 80 NORTH BEND SCHOOL DISTRICT 13
 81 NORTH CLACKAMAS SCHOOL DISTRICT

82	NORTH SANTIAM SCHOOL DISTRICT 29J
83	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH
84	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
85	NYSSA SCHOOL DISTRICT NO. 26
86	ONTARIO MIDDLE SCHOOL
87	OREGON TRAIL SCHOOL DISTRICT NO.46
88	OUR LADY OF THE LAKE SCHOOL
89	PHILOMATH SCHOOL DISTRICT
90	PHOENIX-TALENT SCHOOL DISTRICT NO.4
91	PORTLAND ADVENTIST ACADEMY
92	PORTLAND JEWISH ACADEMY
93	PORTLAND PUBLIC SCHOOLS
94	RAINIER SCHOOL DISTRICT
95	REDMOND SCHOOL DISTRICT
96	REEDSPORT SCHOOL DISTRICT
97	REYNOLDS SCHOOL DISTRICT
98	ROGUE RIVER SCHOOL DISTRICT NO.35
99	ROSEBURG PUBLIC SCHOOLS
100	SALEM-KEIZER PUBLIC SCHOOLS
101	SCAPPOOSE SCHOOL DISTRICT 1J
102	SEASIDE SCHOOL DISTRICT 10
103	SEVEN PEAKS SCHOOL
104	SHERWOOD SCHOOL DISTRICT 88J
105	SILVER FALLS SCHOOL DISTRICT
106	SIUSLAW SCHOOL DISTRICT
107	SOUTH COAST EDUCATION SERVICE DISTRICT
108	SOUTH LANE SCHOOL DISTRICT 45J3
109	SOUTHERN OREGON EDUCATION SERVICE DISTRICT
110	SOUTHWEST CHARTER SCHOOL
111	SPRINGFIELD SCHOOL DISTRICT NO.19
112	STANFIELD SCHOOL DISTRICT
113	SWEET HOME SCHOOL DISTRICT NO.55
114	THE CATLIN GABEL SCHOOL
115	TIGARD-TUALATIN SCHOOL DISTRICT
116	UMATILLA-MORROW ESD
117	VERNONIA SCHOOL DISTRICT 47J
118	WEST HILLS COMMUNITY CHURCH
119	WEST LINN WILSONVILLE SCHOOL DISTRICT
120	WHITEAKER MONTESSORI SCHOOL
121	YONCALLA SCHOOL DISTRICT NO.32
1	CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
2	EMMANUAL LUTHERAN SCHOOL
3	HANAHAU'OLI SCHOOL
4	HAWAII TECHNOLOGY ACADEMY
5	ISLAND SCHOOL
6	KAMEHAMEHA SCHOOLS
7	KE KULA O S. M. KAMAKAU
8	MARYKNOLL SCHOOL
9	PACIFIC BUDDHIST ACADEMY
No.	Nonprofit & Other
1	211INFO
2	ACUMENTRA HEALTH
3	ADDICTIONS RECOVERY CENTER, INC
4	ALLFOURONE/CRESTVIEW CONFERENCE CTR.
5	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
6	ALZHEIMERS NETWORK OF OREGON
7	ASHLAND COMMUNITY HOSPITAL
8	ATHENA LIBRARY FRIENDS ASSOCIATION
9	BARLOW YOUTH FOOTBALL
10	BAY AREA FIRST STEP, INC.
11	BENTON HOSPICE SERVICE
12	BETHEL CHURCH OF GOD
13	BIRCH COMMUNITY SERVICES, INC.
14	BLACHLY LANE ELECTRIC COOPERATIVE
15	BLIND ENTERPRISES OF OREGON
16	BONNEVILLE ENVIRONMENTAL FOUNDATION
17	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
18	BROAD BASE PROGRAMS INC.
19	CANBY FOURSQUARE CHURCH
20	CANCER CARE RESOURCES
21	CASCADIA BEHAVIORAL HEALTHCARE
22	CASCADIA REGION GREEN BUILDING COUNCIL

23	CATHOLIC CHARITIES
24	CATHOLIC COMMUNITY SERVICES
25	CENTER FOR RESEARCH TO PRACTICE
26	CENTRAL BIBLE CHURCH
27	CENTRAL CITY CONCERN
28	CENTRAL DOUGLAS COUNTY FAMILY YMCA
29	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
30	CHILDEPEACE MONTESSORI
31	CITY BIBLE CHURCH
32	CLACKAMAS RIVER WATER
33	CLASSROOM LAW PROJECT
34	COAST REHABILITATION SERVICES
35	COLLEGE HOUSING NORTHWEST
36	COLUMBIA COMMUNITY MENTAL HEALTH
37	COMMUNITY ACTION ORGANIZATION
38	COMMUNITY ACTION TEAM, INC.
39	COMMUNITY CANCER CENTER
40	COMMUNITY HEALTH CENTER, INC
41	COMMUNITY VETERINARY CENTER
42	CONFEDERATED TRIBES OF GRAND RONDE
43	CONSERVATION BIOLOGY INSTITUTE
44	CONTEMPORARY CRAFTS MUSEUM AND GALLERY
45	CORVALLIS MOUNTAIN RESCUE UNIT
46	COVENANT CHRISTIAN HOOD RIVER
47	COVENANT RETIREMENT COMMUNITIES
48	DECISION SCIENCE RESEARCH INSTITUTE, INC.
49	DELIGHT VALLEY CHURCH OF CHRIST
50	DOGS FOR THE DEAF, INC.
51	DOUGLAS ELECTRIC COOPERATIVE, INC.
52	EAST HILL CHURCH
53	EAST SIDE FOURSQUARE CHURCH
54	EAST WEST MINISTRIES INTERNATIONAL
55	EDUCATIONAL POLICY IMPROVEMENT CENTER
56	ELMIRA CHURCH OF CHRIST
57	EMERALD PUD
58	EMMAUS CHRISTIAN SCHOOL
59	EN AVANT, INC.
60	ENTERPRISE FOR EMPLOYMENT AND EDUCATION
61	EUGENE BALLET COMPANY
62	EUGENE SYMPHONY ASSOCIATION, INC.
63	EUGENE WATER & ELECTRIC BOARD
64	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
65	FAIR SHARE RESEARCH AND EDUCATION FUND
66	FAITH CENTER
67	FAITHFUL SAVIOR MINISTRIES
68	FAMILIES FIRST OF GRANT COUNTY, INC.
69	FANCONI ANEMIA RESEARCH FUND INC.
70	FARMWORKER HOUSING DEV CORP
71	FIRST CHURCH OF THE NAZARENE
72	FIRST UNITARIAN CHURCH
73	FORD FAMILY FOUNDATION
74	FOUNDATIONS FOR A BETTER OREGON
75	FRIENDS OF THE CHILDREN
76	GATEWAY TO COLLEGE NATIONAL NETWORK
77	GOAL ONE COALITION
78	GOLD BEACH POLICE DEPARTMENT
79	GOOD SHEPHERD COMMUNITIES
80	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
81	GRANT PARK CHURCH
82	GRANTS PASS MANAGEMENT SERVICES, DBA
83	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
84	HALFWAY HOUSE SERVICES, INC.
85	HEARING AND SPEECH INSTITUTE INC
86	HELP NOW! ADVOCACY CENTER
87	HIGHLAND HAVEN
88	HIGHLAND UNITED CHURCH OF CHRIST
89	HIV ALLIANCE, INC
90	HOUSING AUTHORITY OF LINCOLN COUNTY
91	HOUSING AUTHORITY OF PORTLAND
92	HOUSING NORTHWEST
93	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON
94	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION

95	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	167	PREGNANCY RESOUCES CENTERS OF GREATER PORTLAND
96	IRCO	168	PRINGLE CREEK SUSTAINABLE LIVING CENTER
97	JASPER MOUNTAIN	169	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
98	JUNIOR ACHIEVEMENT	170	QUADRIPLIGICS UNITED AGAINST DEPENDENCY, INC.
99	KLAMATH HOUSING AUTHORITY	171	REBUILDING TOGETHER - PORTLAND INC.
100	LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	172	REGIONAL ARTS AND CULTURE COUNCIL
101	LA GRANDE UNITED METHODIST CHURCH	173	RELEVANT LIFE CHURCH
102	LANE ELECTRIC COOPERATIVE	174	RENEWABLE NORTHWEST PROJECT
103	LANE MEMORIAL BLOOD BANK	175	ROGUE FEDERAL CREDIT UNION
104	LANECO FEDERAL CREDIT UNION	176	ROSE VILLA, INC.
105	LAUREL HILL CENTER	177	SACRED HEART CATHOLIC DAUGHTERS
106	LIFEWORX NW	178	SAIF CORPORATION
107	LIVING WAY FELLOWSHIP	179	SAINT ANDREW NATIVITY SCHOOL
108	LOAVES & FISHES CENTERS, INC.	180	SAINT CATHERINE OF SIENA CHURCH
109	LOCAL GOVERNMENT PERSONNEL INSTITUTE	181	SAINT JAMES CATHOLIC CHURCH
110	LOOKING GLASS YOUTH AND FAMILY SERVICES	182	SALEM ALLIANCE CHURCH
111	MACDONALD CENTER	183	SALEM ELECTRIC
112	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	184	SALMON-SAFE INC.
113	METRO HOME SAFETY REPAIR PROGRAM	185	SCIENCEWORKS
114	METROPOLITAN FAMILY SERVICE	186	SE WORKS
115	MID COLUMBIA COUNCIL OF GOVERNMENTS	187	SECURITY FIRST CHILD DEVELOPMENT CENTER
116	MID-COLUMBIA CENTER FOR LIVING	188	SELF ENHANCEMENT INC.
117	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	189	SERENITY LANE
118	MORNING STAR MISSIONARY BAPTIST CHURCH	190	SEXUAL ASSAULT RESOURCE CENTER
119	MORRISON CHILD AND FAMILY SERVICES	191	SEXUAL ASSAULT RESOURCE CENTER
120	MOSAIC CHURCH	192	SHELTERCARE
121	NATIONAL PSORIASIS FOUNDATION	193	SHERIDAN JAPANESE SCHOOL FOUNDATION
122	NATIONAL WILD TURKEY FEDERATION	194	SHERMAN DEVELOPMENT LEAGUE, INC.
123	NEW AVENUES FOR YOUTH INC	195	SILVERTON AREA COMMUNITY AID
124	NEW BEGINNINGS CHRISTIAN CENTER	196	SISKIYOU INITIATIVE
125	NEW HOPE COMMUNITY CHURCH	197	SMART
126	NEWBERG FRIENDS CHURCH	198	SOCIAL VENTURE PARTNERS PORTLAND
127	NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	199	SOUTH COAST HOSPICE, INC.
128	NORTHWEST FOOD PROCESSORS ASSOCIATION	200	SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
129	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	201	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
130	NORTHWEST REGIONAL EDUCATIONAL LABORATORY	202	SOUTHERN OREGON HUMANE SOCIETY
131	NORTHWEST YOUTH CORPS	203	SPARC ENTERPRISES
132	OCHIN	204	SPIRIT WIRELESS
133	OHSU FOUNDATION	205	SPONSORS, INC.
134	OLIVET BAPTIST CHURCH	206	SPOTLIGHT THEATRE OF PLEASANT HILL
135	OMNIMEDIX INSTITUTE	207	SPRINGFIELD UTILITY BOARD
136	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	208	ST VINCENT DE PAUL
137	OREGON BALLET THEATRE	209	ST. ANTHONY CHURCH
138	OREGON CITY CHURCH OF THE NAZARENE	210	ST. ANTHONY SCHOOL
139	OREGON COAST COMMUNITY ACTION	211	ST. MARYS OF MEDFORD, INC.
140	OREGON DEATH WITH DIGNITY	212	ST. VINCENT DEPAUL OF LANE COUNTY
141	OREGON DONOR PROGRAM	213	STAND FOR CHILDREN
142	OREGON EDUCATION ASSOCIATION	214	STAR OF HOPE ACTIVITY CENTER INC.
143	OREGON ENVIRONMENTAL COUNCIL	215	SUMMIT VIEW COVENANT CHURCH
144	OREGON MUSEUM OF SCIENCE AND INDUSTRY	216	SUNNYSIDE FOURSQUARE CHURCH
145	OREGON PROGRESS FORUM	217	SUNRISE ENTERPRISES
146	OREGON REPERTORY SINGERS	218	SUSTAINABLE NORTHWEST
147	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	219	TENAS ILLAHEE CHILDCARE CENTER
148	OREGON SUPPORTED LIVING PROGRAM	220	THE EARLY EDUCATION PROGRAM, INC.
149	OSLC COMMUNITY PROGRAMS	221	THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
150	OUTSIDE IN	222	THE NEXT DOOR
151	OUTSIDE IN	223	THE OREGON COMMUNITY FOUNDATION
152	PACIFIC CASCADE FEDERAL CREDIT UNION	224	THE SALVATION ARMY - CASCADE DIVISION
153	PACIFIC FISHERY MANAGEMENT COUNCIL	225	TILLAMOOK CNTY WOMENS CRISIS CENTER
154	PACIFIC INSTITUTES FOR RESEARCH	226	TILLAMOOK ESTUARIES PARTNERSHIP
155	PACIFIC STATES MARINE FISHERIES COMMISSION	227	TOUCHSTONE PARENT ORGANIZATION
156	PARALYZED VETERANS OF AMERICA	228	TRAILS CLUB
157	PARTNERSHIPS IN COMMUNITY LIVING, INC.	229	TRAINING EMPLOYMENT CONSORTIUM
158	PENDLETON ACADEMIES	230	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
159	PENTAGON FEDERAL CREDIT UNION	231	TRILLIUM FAMILY SERVICES, INC.
160	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	232	UMPQUA COMMUNITY DEVELOPMENT CORPORATION
161	PORT CITY DEVELOPMENT CENTER	233	UNION GOSPEL MISSION
162	PORTLAND ART MUSEUM	234	UNITED CEREBRAL PALSY OF OR AND SW WA
163	PORTLAND BUSINESS ALLIANCE	235	UNITED WAY OF THE COLUMBIA WILLAMETTE
164	PORTLAND HABILITATION CENTER, INC.	236	US CONFERENCE OF MENONNITE BRETHREN CHURCHES
165	PORTLAND SCHOOLS FOUNDATION	237	US FISH AND WILDLIFE SERVICE
166	PORTLAND WOMENS CRISIS LINE		

238 USAGENCIES CREDIT UNION
 239 VERMONT HILLS FAMILY LIFE CENTER
 240 VIRGINIA GARCIA MEMORIAL HEALTH CENTER
 241 VOLUNTEERS OF AMERICA OREGON
 242 WE CARE OREGON
 243 WESTERN RIVERS CONSERVANCY
 244 WESTERN STATES CENTER
 245 WESTSIDE BAPTIST CHURCH
 246 WILD SALMON CENTER
 247 WILLAMETTE FAMILY
 248 WILLAMETTE VIEW INC.
 249 WOODBURN AREA CHAMBER OF COMMERCE
 250 WORD OF LIFE COMMUNITY CHURCH
 251 WORKSYSTEMS INC
 252 YOUTH GUIDANCE ASSOC.
 253 YWCA SALEM
 1 ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
 2 ALOHACARE
 3 AMERICAN LUNG ASSOCIATION
 4 BISHOP MUSEUM
 5 BUILDING INDUSTRY ASSOCIATION OF HAWAII
 6 CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
 7 EAH, INC.
 8 EASTER SEALS HAWAII
 9 GOODWILL INDUSTRIES OF HAWAII, INC.
 10 HABITAT FOR HUMANITY MAUI
 11 HALE MAHAOLU
 12 HAROLD K.L. CASTLE FOUNDATION
 13 HAWAII AGRICULTURE RESEARCH CENTER
 14 HAWAII EMPLOYERS COUNCIL
 15 HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
 16 HONOLULU HABITAT FOR HUMANITY
 17 IUPAT, DISTRICT COUNCIL 50
 18 LANAKILA REHABILITATION CENTER INC.
 19 LEEWARD HABITAT FOR HUMANITY
 20 MAUI COUNTY FCU
 21 MAUI ECONOMIC DEVELOPMENT BOARD
 22 MAUI ECONOMIC OPPORTUNITY, INC.
 23 MAUI FAMILY YMCA
 24 NA HALE O MAUI
 25 NA LEI ALOHA FOUNDATION
 26 NETWORK ENTERPRISES, INC.
 27 ORI ANUENUE HALE, INC.
 28 PARTNERS IN DEVELOPMENT FOUNDATION
 29 POLYNESIAN CULTURAL CENTER
 30 PUNAHOU SCHOOL
 31 ST. THERESA CHURCH
 32 WAIANAE COMMUNITY OUTREACH
 33 WAILUKU FEDERAL CREDIT UNION
 34 YMCA OF HONOLULU

No. Special/Independent Districts

1 BAY AREA HOSPITAL DISTRICT
 2 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
 3 CENTRAL OREGON IRRIGATION DISTRICT
 4 CHEHALEM PARK AND RECREATION DISTRICT
 5 CITY COUNTY INSURANCE SERVICES
 6 CLEAN WATER SERVICES
 7 COLUMBIA 911 COMMUNICATIONS DISTRICT
 8 COLUMBIA RIVER PUD
 9 DESCHUTES COUNTY RFPD NO.2
 10 DESCHUTES PUBLIC LIBRARY SYSTEM
 11 EAST MULTNOMAH SOIL AND WATER CONSERVANCY
 12 GASTON RURAL FIRE DEPARTMENT

13 GLADSTONE POLICE DEPARTMENT
 14 GLENDALE RURAL FIRE DISTRICT
 15 HOODLAND FIRE DISTRICT NO.74
 16 HOODLAND FIRE DISTRICT #74
 17 HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
 18 KLAMATH COUNTY 9-1-1
 19 LANE EDUCATION SERVICE DISTRICT
 20 LANE TRANSIT DISTRICT
 21 MALIN COMMUNITY PARK AND RECREATION DISTRICT
 22 MARION COUNTY FIRE DISTRICT #1
 23 METRO
 24 METROPOLITAN EXPOSITION-RECREATION COMMISSION
 25 MONMOUTH - INDEPENDENCE NETWORK
 26 MULTONAH COUNTY DRAINAGE DISTRICT #1
 27 NEAH KAH NIE WATER DISTRICT
 28 NW POWER POOL
 29 OAK LODGE WATER DISTRICT
 30 OR INT'L PORT OF COOS BAY
 31 PORT OF ST HELENS
 32 PORT OF UMPQUA
 33 REGIONAL AUTOMATED INFORMATION NETWORK
 34 RIVERGROVE WATER DISTRICT
 35 SALEM AREA MASS TRANSIT DISTRICT
 36 SANDY FIRE DISTRICT NO. 72
 37 SUNSET EMPIRE PARK AND RECREATION
 38 THE NEWPORT PARK AND RECREATION CENTER
 39 THE PORT OF PORTLAND
 40 TILLAMOOK PEOPLES UTILITY DISTRICT
 41 TUALATIN HILLS PARK AND RECREATION DISTRICT
 42 TUALATIN VALLEY FIRE & RESCUE
 43 TUALATIN VALLEY WATER DISTRICT
 44 UNION SOIL & WATER CONSERVATION DISTRICT
 45 WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
 46 WEST VALLEY HOUSING AUTHORITY
 47 WILLAMALANE PARK AND RECREATION DISTRICT
 48 YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

No. State Agencies

1 BOARD OF MEDICAL EXAMINERS
 2 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
 3 OFFICE OF THE STATE TREASURER
 4 OREGON BOARD OF ARCHITECTS
 5 OREGON CHILD DEVELOPMENT COALITION
 6 OREGON DEPARTMENT OF EDUCATION
 7 OREGON DEPARTMENT OF FORESTRY
 8 OREGON DEPT OF TRANSPORTATION
 9 OREGON DEPT. OF EDUCATION
 10 OREGON LOTTERY
 11 OREGON OFFICE OF ENERGY
 12 OREGON STATE BOARD OF NURSING
 13 OREGON STATE POLICE
 14 OREGON TOURISM COMMISSION
 15 OREGON TRAVEL INFORMATION COUNCIL
 16 SANTIAM CANYON COMMUNICATION CENTER
 17 SEIU LOCAL 503, OPEU
 1 ADMIN. SERVICES OFFICE
 2 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
 3 HAWAII HEALTH SYSTEMS CORPORATION
 4 SOH- JUDICIARY CONTRACTS AND PURCH
 5 STATE DEPARTMENT OF DEFENSE
 6 STATE OF HAWAII
 7 STATE OF HAWAII
 8 STATE OF HAWAII, DEPT. OF EDUCATION

Passport



Passport

Request for Proposal for Integrated Parking Management System RFP No. 26-16

Due: November 3, 2016 at 2:00PM CST

For:

Region 14 Education Service Center

1850 Highway 351

Abilene, Texas 79601

From:

Passport

427 Tatnall Street, Suite 27927

Wilmington, DE 19801-2230

USA

(704)-837-8066

Cover Letter

PassportParking, Inc. ("Passport") is pleased to present a proposal for a pay by phone application for the National Cooperative Purchasing Alliance, Region 14 Education Service Center. Passport provides an unparalleled software and management experience to both parking customers and municipalities across North America. While others have taken the approach of a one-size-fits-all solution, Passport recognizes the significant nuances of individual cities and environments. In 2014, Passport developed and deployed the first ever private label mobile payment for parking application, ParkOmaha. Since launching ParkOmaha, Passport has taken the approach of offering a custom configured application with the ease of an off the shelf solution.

Passport currently serves over 250 clients, including Boston, Toronto, and Chicago. Every client has access to the same features as every other client and may choose to turn features on or off depending on that city's unique needs. In its experience working with so many cities, Passport has a complete understanding of the entire value chain of parking, from session initiation to citation payment, and will guide the city to the best suited feature set. Passport's applications, leadership team, implementation process, and programming architecture reflect a continued commitment to specialized support for each parking operation.

Passport's technological superiority and attentiveness to customer service has yielded a 100% municipal client retention rate while maintaining 95% of its contracts on a month to month basis. Passport's clients stick with Passport because of its commitment to creating a memorable user experience and constantly seeking and incorporating client feedback into the product.

Passport is thrilled to have the opportunity to partner with the NCPA and deliver its world-class product to the Region 14 Education Service Center. Please review the following proposal and do not hesitate to reach out to me with any questions or clarifications related to this proposal.

Best Wishes,

A handwritten signature in black ink, appearing to read 'Khristian Gutierrez', enclosed within a large, loopy oval shape.

Khristian Gutierrez
CBDO, Passport
Khristian.Gutierrez@passportinc.com

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Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- ◆ Assignment of Contract
 - No assignment of contract may be made without the prior written approval of Region 14 ESC. Purchase orders and payment can only be made to awarded vendor. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.
- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 14 ESC and the vendor.
- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
 - All pricing submitted to shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or

vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.
-

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$1 - \$2 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation
- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.
- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services
- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Customer Service

Signature Form

The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	PassportParking, Inc.
Address	427 Tatnall Street, Ste. 27927
City/State/Zip	Wilmington, DE 19801
Telephone No.	(302) 543-2882
Fax No.	(888) 804-1783
Email address	RFP@Passportinc.com
Printed name	Khristian Gutierrez
Position with company	Chief Business Development Officer
Authorized signature	

NCPA Administration Agreement

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of November 14, 2016, by and between National Cooperative Purchasing Alliance ("NCPA") and PassportParking, Inc. ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated November 14, 2016 referenced as Contract Number 05-20, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Integrated Parking Management System;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

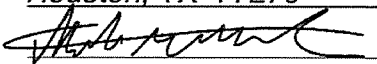
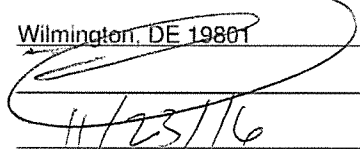
- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:	Vendor:	<u>PassportParking, Inc.</u>
Name: <u>Matthew Mackel</u>	Name: <u>Khristian Gutierrez</u>	
Title: <u>Director, Business Development</u>	Title: <u>Chief Business Development Officer</u>	
Address: <u>PO Box 701273</u>	Address: <u>427 Tatnall Street, Ste. 27927</u>	
		<u>Wilmington, DE 19801</u>
Signature: 	Signature: 	
Date: <u>November 14, 2016</u>	Date: <u>11/23/16</u>	

Vendor Questionnaire

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

♦ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

☒ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- | | | |
|-----------------------------------------------|-----------------------------------------|-----------------------------------------|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

☐ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

- | | |
|---------------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Mariana Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input checked="" type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input checked="" type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

- ◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**
 - It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
 - **Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE ☐
 - **Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB ☐
- ◆ **Residency**
 - Responding Company's principal place of business is in the city of Charlotte, State of NC
- ◆ **Felony Conviction Notice**
 - Please Check Applicable Box;
 - ☐ A publically held corporation; therefore, this reporting requirement is not applicable.
 - ☒ Is not owned or operated by anyone who has been convicted of a felony.
 - ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony
 - If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.
- ◆ **Distribution Channel**
 - Which best describes your company's position in the distribution channel:

<input checked="" type="checkbox"/> Manufacturer Direct	<input type="checkbox"/> Certified education/government reseller
<input type="checkbox"/> Authorized Distributor	<input type="checkbox"/> Manufacturer marketing through reseller
<input type="checkbox"/> Value-added reseller	<input type="checkbox"/> Other: _____
- ◆ **Processing Information**
 - Provide company contact information for the following:
 - **Sales Reports / Accounts Payable**
Contact Person: Xue Liu
Title: Account Manager
Company: PassportParking, Inc.
Address: 427 Tatnall Street, Ste. 27927
City: Wilmington State: Delaware Zip: 19801
Phone: (302) 543-2882 Email: Xue@Passportinc.com

- Purchase Orders

Contact Person: Xue Liu
 Title: Account Manager
 Company: PassportParking, Inc.
 Address: 427 Tatnall Street, Ste. 27927
 City: Wilmington State: Delaware Zip: 19801
 Phone: (302) 543-2882 Email: Xue@passportinc.com

- Sales and Marketing

Contact Person: Daniel Bliley
 Title: VP of Marketing
 Company: PassportParking, Inc.
 Address: 427 Tatnall Street, Ste. 27927
 City: Wilmington State: Delaware Zip: 19801
 Phone: (302) 543-2882 Email: Daniel.Bliley@passportinc.com

- ♦ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
 - ☒ Yes ☐ No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
 - ☒ Yes ☐ No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
 - ☐ Yes ☒ No

- ♦ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Vendor Profile

PassportParking, Inc. est. 2011

Passport's founding was the culmination of the lifelong entrepreneurial aspiration of Bob Youakim. After college, Bob was working with Wells Fargo in Charlotte, NC where he had daily interaction (and headaches) with the bank's parking payment stations. Bob also realized the inefficiencies of the parking industry given that he was able to get away without paying for his parking for weeks at a time. Upon discussion with people in the parking industry, Bob quickly realized that the industry was ripe for disruption and that there were ways to incentivize both the client and end user to drive the industry forward.

In the summer of 2011, Khristian Gutierrez, a co-worker of Bob's at Wells Fargo's New York office, left the bank to join Bob as a managing partner at Passport. Together, they noticed that the field of mobile payments software applications had only two main competitors and that the applications were often unattractive, plagued with errors, and not well received by any users. It was at this time that Passport changed its focus from providing parking hardware to building sleek, scalable, and user-friendly mobile payments software for the parking industry.

Passport launched its first product, an Interactive Voice Response ("IVR") mobile payment application on NCDOT property, where it was beta tested under the name Alliance Parking. The success of this prototype resulted in the formation of Passport's dedicated software engineering team and the hiring of Brad Powers, CTO. Passport made its official debut in February 2012 at Startup Riot in Atlanta, GA.

In 2012 Passport won a Mobile Payments contract for the entire city of Asheville, NC. Throughout meetings with the city managers, Passport discovered that there was a strong demand for city-branded municipal applications. The idea of private label mobile payment applications came to fruition and is still a big driver for clients to use Passport's applications across the nation.

In January 2013, Passport closed a deal with the city of Omaha, NE to implement a citation enforcement solution and create the base of Passport's current Citation Management Platform. However, by marketing its Private Label capabilities, Passport was also able to secure a deal to provide private label mobile payments for the entire city of Omaha. "Park Omaha" was born, paving the way for the Private Label Payments product. With a fully formed product in the marketplace, Passport filed for incorporation in the state of Delaware.

In the fourth quarter of 2013, Passport signed a deal with Chicago Parking Meters to provide a private label mobile payments platform for the entire city of Chicago. With this deal also came Passport's Series A funding round of \$6MM dollars from Relevance Capital and Grotech Ventures.

Following the launch of Chicago, Passport continued to win cities across North America, including the largest parking environment on the continent, Toronto, Canada (Green P). Passport's products continue to evolve with the needs and desires of its clients and Passport's suite now includes Mobile Payments for Parking, Citation Management, Digital Permitting, and Mobile Ticketing for Transit.

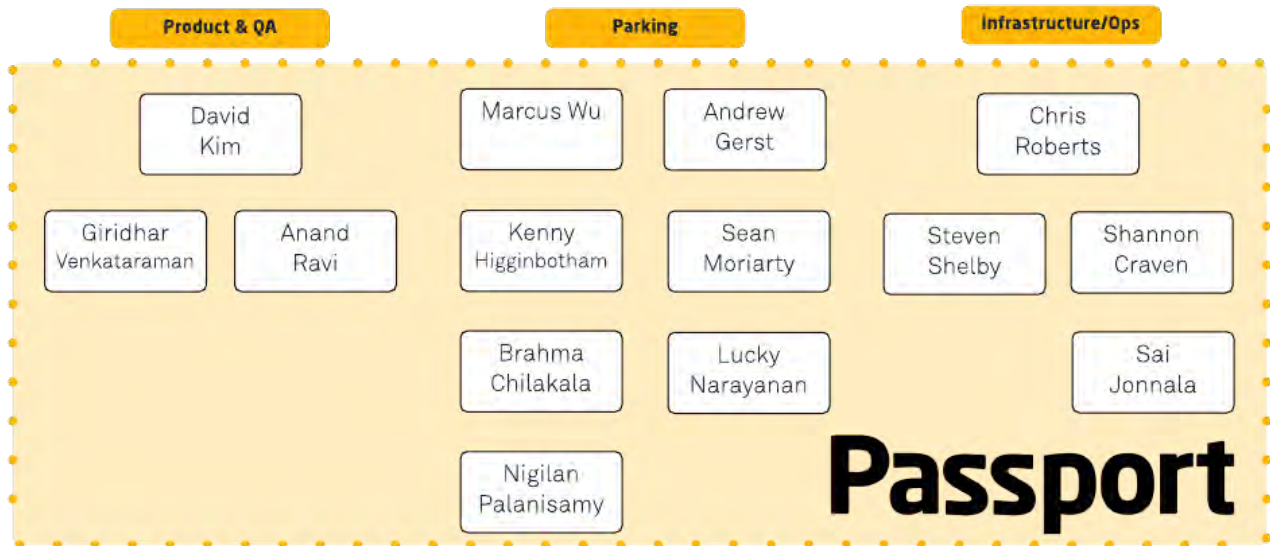
Passport closed its Series B funding round in 2016, receiving an additional \$8MM from MK Capital in Chicago. With that money, Passport will continue to innovate its current products and break into new markets and new verticals to give cities a sole source product for all parking and transportation needs. Passport currently employs a team of 58 people, performing all engineering in house, and paving the way for the future of parking and transit.

DUNS Number:	72254770
Corporate Office Location:	Wilmington, Delaware
Number of Sales Offices:	1
Main Point of Contact:	Khristian Gutierrez, CBDO 427 Tatnall Street, Ste. 27927 Wilmington, DE 19801 (302) 543-2882 Khristian.Gutierrez@PassportInc.com
Standard Terms of Payment:	Net 30

Passport Dedicated Team



Software Development



What differentiates your company from competitors?

Through this procurement, the cities in Region 14 Education Service Center are not just hiring a vendor, but rather are selecting a technology partner; they are determining who will best represent, launch, and accommodate their city as it exists today and in the future. Partnering with Passport means access to a team of 30+ in-house engineers, all of whom ensure that the cities' systems will always be at the cutting edge of technology. It also means that the city will have an active voice in the development of its own product; providing feedback to the current product and working with their own dedicated Client Success Manager to ideate innovative new features. Passport is uniquely positioned to best represent the NCPA and Region 14 for the following reasons:



Built to Scale

Passport believes in the lean methodologies, building products to best accommodate the users and pivoting as necessary with changing and growing demand. In order to be successful in that endeavor, Passport has built its product, its team, and its processes to scale accordingly.

Product

Passport's system processes more than \$85MM annually and is built to successfully manage more than 2 Billion transactions per year. As the City grows, Passport's system will grow along side of it, preventing any lag in the service offering.

Process

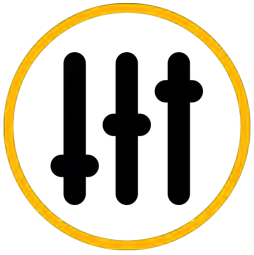
Passport has fine-tuned its team and processes to handle the growth of the company and the City's parking operations. These scalable processes are largely responsible for Passport's seamless implementations in the largest parking environments in North America: Chicago (36,000 spaces) and Toronto (55,000 spaces).



Market Leadership

Passport is the only mobile payments company to offer top-of-the line platforms across every facet of the parking and transportation industries. In addition to a Mobile Payment for Parking solution, Passport has developed Citation Management, Digital Permitting, and Mobile Ticketing platforms. Because of Passport's experience developing these platforms, it has a better understanding of the nuances of the parking industry than any other mobile payment provider. When Passport integrates with other enforcement providers, it knows first hand what information will be the most pertinent to the officer, it also knows what data to pull that will be most beneficial for the City to have access to in Passport's backend management portal. This

breadth and depth of experience in the market is unparalleled and is integral to a successful technology partnership.



True Private Label

Passport is the only provider in the market that can provide a true private label solution to the participants in Region 14. While most competitors provide a skinned application with the City's colors and logo, Passport's private label application has a unique name, application in the Google Play and Apple App stores, dedicated website, colors, logos, and is fully customizable. Passport was the first mobile payment provider to deliver a true private label application, ParkOmaha in 2013. Since then, Passport has delivered this service to municipalities and universities of all different sizes and has even created a private label application for a region, including two cities and a state university. Even if the City doesn't opt for a private label application, due to the flexibility of Passport's system, that City will receive a custom configured application tailored to their unique needs and wants, without being burdened with unnecessary functionality.



Robust Back Office

Implementing a mobile payment for parking solution is more than just providing a means for parkers to pay, it is providing data and transparency to improve the City's parking operations. To aid in that, Passport's platform includes a robust back office management and reporting tool that gives the City all the necessary tools and data to manage the entire parking ecosystem.

Management

Passport's backend management tool, Operator Management ("OpsMan") is the brain of Passport's suite of products. From OpsMan, the City will have complete access to their parking rates, event changes, live monitoring of transactions, extensive reporting, and all integrations. If the City wants to add or change a rate or implement a temporary event rate, they can do all of that directly within OpsMan.

Reporting

OpsMan will aggregate all data from the mobile payment system, integrated meters, enforcement, and LPR technology. With all of this data in one warehouse, the City will be able to run a myriad of reports on everything from daily revenue from transactions to the number of unique users on any given day. Every report in OpsMan can be scheduled to run on a recurring basis, set as specifically as one day or as broad as all time, and can be exported to Excel. If there is a report

that the City needs that isn't included in OpsMan already, Passport will work with the City to develop an ad hoc report.



Enhanced Merchant Experience

Paid parking is critical to create turnover, which helps businesses thrive, but residents who frequent these local businesses often voice their concerns over paying frequently to support these businesses. Passport includes local businesses in the parking process by allowing them to pay for their customers' parking. This creates a win-win-win dynamic for all parties involved: the City increases parking revenue, the parker is incentivised to shop locally, and the business gains another opportunity to reward loyal customers.



Describe how you intend to introduce NCPA to your company.

To introduce NCPA, Passport will create a custom landing page just for NCPA Region 14 Education Services Center affiliates. From this page, any City looking to implement the mobile payment for parking application will have full access to Passport's product portfolio, including case studies, documentation, and training materials. Cities will also be able to schedule demo's with Passport's sales team to learn more about the product and how it can be configured for that City. Additionally, Passport will host multiple webinars on its product and partnership with NCPA and send out mailers and case studies to all NCPA Region 14 Education Services Center members.

Describe your firm's capabilities and functionality of your on-line catalog/ordering website.

Passport's Mobile Payment for Parking platform is available in three possible tiers: base model, skinned, and true private label. The differences between the tiers centers on the front-end design, specifically the name, colors, and URL. All three tiers offer the same functionality, which is fully configurable to each unique client. From Passport's website (www.passportinc.com), any potential client will gain a complete understanding of Passport's base model product offering. If a City within Region 14 wishes to purchase

Passport's product, or learn more about the different tiers available, they will can either schedule a demo from the website or contact Passport's sales team directly. The Sales team will walk the City through the sales process and will send a contract over to the City the same day, if desirable. Once a contract is signed, the City will be assigned a Client Success Team made up of a Client Success Manager, Project Manager, and Product Support Specialist and begin to implement the product.

Describe your company's Customer Service Department.

A pillar of the Passport philosophy is to provide excellent and continued support and service to its clients. That belief is ingrained in every detail of the partnership between Passport and the City, from developing all software in-house, to creating a dedicated team to meet the needs of each client for the duration of the relationship. The City's dedicated Client Success Manager (the "CSM") will be responsible for training and handling enterprise questions for the City. The CSM will also train all City administrators on how to use the system, how to answer commonly asked questions, how to report issues, and how to get the most out of this partnership. After the product launches, the CSM will be the main point of contact for the City, sitting on the intersection of operations and software development. Throughout the partnership, if there is any feedback that the City wishes to deliver, the CSM will be the appropriate channel.

After launch, the CSM will speak with the City on a monthly basis, at a minimum, to fully understand the state of affairs. During these calls, the CSM will also impart any roadmap updates or new features that may be beneficial to the City. Once a quarter, the CSM will conduct a system review with the City to ensure that the product meets or exceeds the needs of the City. Passport positions its CSMs to be the best resource for any City not only on all things Passport, but all things related to enforcement.

To address any critical problems or triaging any issues, the City will also have access to a dedicated Product Support Specialist (the "PSS"). The PSS is trained in solving most technical problems that the City may encounter and for any problem that is outside the scope of their training, the PSS will liaise with the software engineer that built the system. Any issues will be addressed immediately and should be resolved within 24 hours of notice.

Parker Support

Passport supplies a variety of support through the application, website, and and telephone support. Parkers will have unlimited access to parking history and self help in the form of FAQs through the website and application. Additionally, Passport will provide live agent support from 8am-9pm EST Monday-Saturday and 12pm-9pm EST on Sundays. Outside of those hours, the parker will be able to call a dedicated call center, which will answer basic questions related to the application and flag any more serious issues to be handled by a Passport Customer Support representative the next day.

Passport strives to create an intuitive application that ought to reduce the number of technical support representatives required. As an example, Passport technical support has fielded only 75 calls for the City of Victoria, B.C. in the first 10 months of deployment. While Passport is able to handle multiple calls at once, this is rarely necessary.

Green Initiatives

As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their company's environmental policy and/or green initiative.

Passport's solution is a cloud-hosted SaaS product, which requires no infrastructure to function properly. However, Passport understands that most cities are not yet ready to switch to a "mobile only environment," so Passport's solution is typically implemented in conjunction with existing infrastructure. Using both a traditional payment option, such as a meter or kiosk, in addition to Passport's mobile payment solution lessens the amount of wear and tear on the Agency's current infrastructure, extending the time between replacing hardware. Implementing mobile payments for parking also cuts out the need for paper receipts from kiosks, by pushing all parking data in real time to parking enforcement officers and also capturing it in the backend system for future use by Agency administrators.

All receipts and documentation are provided electronically, as emails or within the application for review. All agency reporting is also provided in OpsMan, as digital reporting, using email updates and pushing information between devices. The Agency will not require the use of any paper or related resources to gain the full benefit of this system.

Passport was recently featured in Forbes's "Clean Technology is Good Business" article (see pg. 100). The article looked at the need for businesses and municipalities to focus on promoting clean energy solutions as a strategy for growth and providing sustainable options to consumers. Passport is committed to providing solutions which create a more sustainable mobility environment, while delivering a best in class solution.

Additionally, Passport is committed to improving the world we live in. As such, it incorporates environmentally safe practices into its daily operations. Passport maintains a recycling program of office paper, hard and soft plastic, glass containers, cardboard boxes, and aluminum cans.



PAYMENT CARD INDUSTRY DATA SECURITY STANDARD

Compliance Certificate

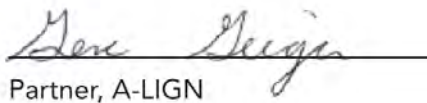
This is to certify that A-LIGN has validated
Passport Parking, Inc.'s compliance with the
Payment Card Industry Data Security Standard
("PCI DSS") version 3.1.

On-site testing was performed in accordance with
the guidance provided by the Payment Card
Industry Security Standards Council ("PCI SSC")
to determine that payment card data stored,
processed or transmitted by Passport Parking, Inc.
was secured in accordance with the
requirements of PCI DSS.

ROC date: September 28, 2016

AOC date: September 28, 2016

Issued by:


Partner, A-LIGN

Conditions of Use:

- This certificate is evidence of work performed by A-LIGN for the certificate holder and was not created by or required by the PCI SSC.
- This certificate is valid for one year from the Compliance Date.
- This certificate was issued at a point in time and does not guarantee or represent future compliance with the PCI DSS or the security of payment card data.
- This certificate does not warrant or guarantee to any party that the certificate holder is not susceptible to a data breach that may impact the security, confidentiality and integrity of the payment card data. As such, A-LIGN will not be liable to any party in the event of a breach.

Passport

November 2, 2016

Re: PassportParking, Inc. SSAE 16 Examination

To Whom It May Concern:

PassportParking, Inc., is subject to an SSAE examination annually. Passport's last complete examination was performed for the period of January 2015- November 2015. A-LIGN, an independent accounting and auditing firm performed the examination in compliance with SSAE 16 principles.

On October 15, 2016, A-LIGN began their auditing process for the previous 12 months. As of today's date, to the best of our knowledge, there have been no significant changes in the internal controls of PassportParking, Inc., which were described in the previous SSAE 16 report that could adversely affect such internal controls. Additionally, there have not been any significant deficiencies or material weaknesses in such internal controls that management is aware of.

This letter relates solely to the Client and may not be relied upon by any other entity.

Sincerely,



Brad Powers
CTO
Passport Parking, Inc.

1300 South Mint Street, Suite 200
Charlotte, NC 28203
Tel: 704.837.8066 Fax: 888.804.1783
www.passportinc.com

* Please see the appendix for an attached copy of Passport's most recent SSAE 16 Report.

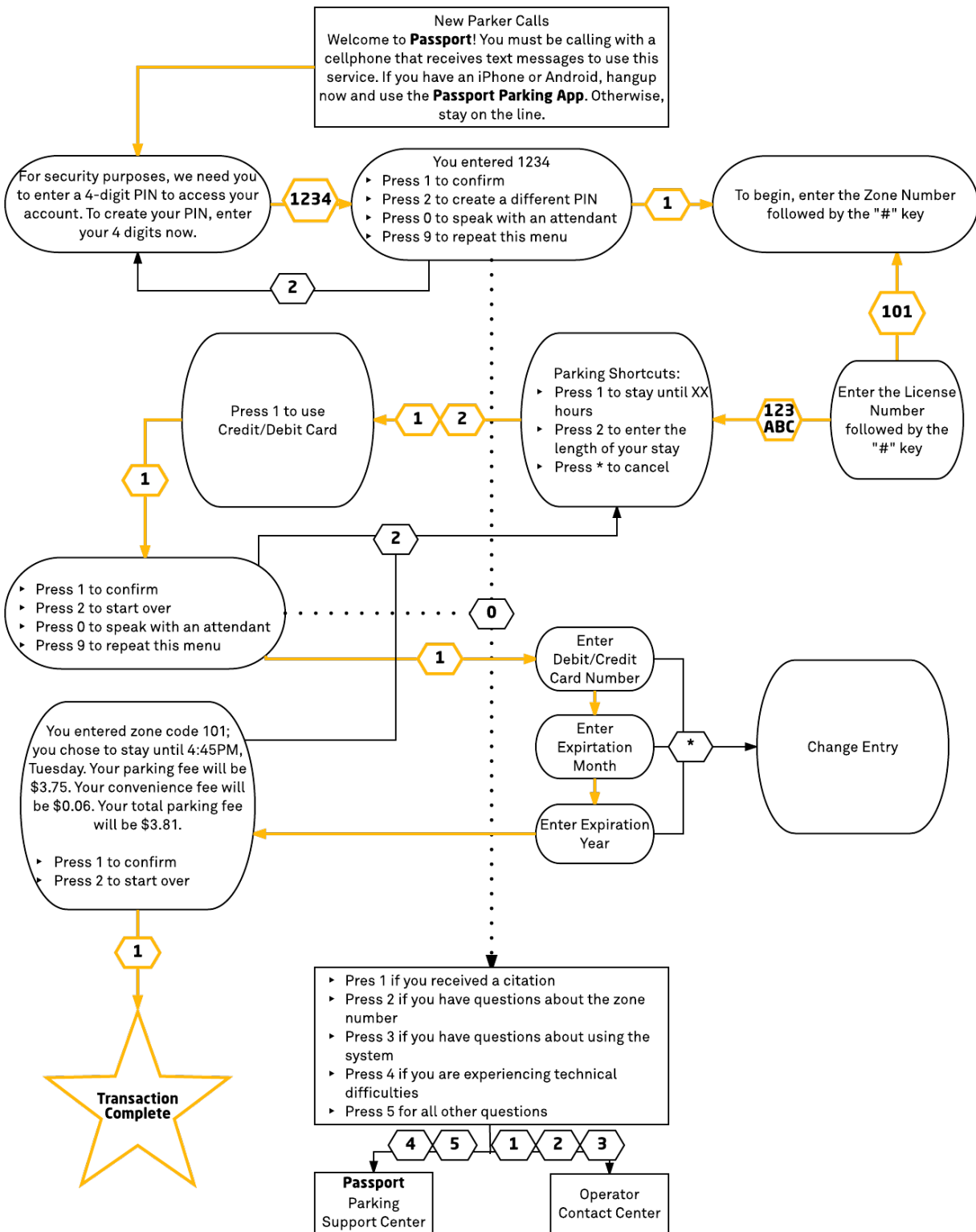
Products and Services/Scope

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with:

- **Payment Options - The mobile payment for parking system must have the following payment options:**
 - Mobile Payment System (IVR) *Comply.*
 - Pay by mobile application *Comply.*
 - Pay by web *Comply.*
- **Mobile Payment for Parking System (IVR) - The vendor must provide an IVR system with the following requirements:**
 - Users can call a toll free or local number. *Comply.*
 - The system recognizes the user (account) based on the incoming number. *Comply.*
 - One account can be associated with multiple landline or cellular phone numbers. *Comply.*
 - The IVR system must recognize use inputs by touch tones and speech. *Comply.*
 - The IVR system must have menu options and dialog, including:
 - Begin parking - One account can hold multiple vehicles (license plate numbers). The system must allow the user to choose a vehicle if multiple vehicles are on the account. *Comply.*
 - Extend parking - The system must have the ability to restrict extensions that are beyond the maximum length of stay. The system must have the ability to reject purchases on the same block for a set amount of time after a maximum purchase. *Comply.*
 - Sign up as a new user. *Comply.*
 - If the user selects the option to begin parking, the system must:
 - Prompt for a meter/block/zone ID. *Comply.*
 - Query the parking system inventory to confirm that parking is permitted at the current time. *Comply.*
 - Prompt for the time to park - The system must have the ability to impose a minimum time purchase. The system must have the ability to restrict purchases to increments of time. The system must reject an entry greater than the length of stay. *Comply.*
 - Confirm that the purchase is complete. *Comply.*
 - Prompt whether to remind the user that the parking session is set to expire with an automated SMS or email. *Comply.*
 - Prompt the number of minutes before the expiration to send the reminder. *Comply.*

- If the user selects the option to extend parking, the system must:
 - Verify that there is a currently active parking session. **Comply.**
 - Prompt for the time to extend. **Comply.**
 - Confirm that the extension is complete. **Comply.**



- **Pay by Mobile Application - The vendor must provide smart phone applications with the following requirements:**
 - **Mobile applications need to support existing and new Android, iOS, BlackBerry, and Windows Mobile 7 versions, in addition to a browser version. *Comply.***
 - **Applications can be downloaded from the Android Marketplace or Apple Store, or equivalent. *Comply.***
 - **Applications can be downloaded or redirected from the vendor's website. *Comply.***
 - **Applications can be downloaded or redirected from NCPA's website. *Comply.***
 - **When a user launches an application, it must:**
 - **Prompt the username and password (for registered users). The application must have the ability to save the username and password to expedite future logins. *Comply.***
 - **Provide an interface to sign up as a new user. *Comply.***
 - **When logging in, the application must have the following options, with identical functionality to that of the IVR system:**
 - **Begin parking via GPS, QR Code, NFC, or manual entry. *Comply.***
 - **Extend parking. *Comply.***
 - **Check account balance. *Comply.***
 - **Recharge account with credit card on file. *Comply.***
 - **In addition, the application must also have the following functionality:**
 - **Manage account: add, remove, or edit a credit card. *Comply.***
 - **Manage account: add, remove, or edit a vehicle. *Comply.***
 - **Manage account: select a primary vehicle. *Comply.***
 - **Manage account: add funds to the account from a credit card. *Comply.***
 - **Transaction history showing all paid parking sessions by: Date and time, Duration, Rate, Total amount, payment method, License plate number, Meter/block/zone ID. *Comply.***
 - **For new or extended parking sessions, the application must:**
 - **Remind the customer that the session is about to expire with a push notification on the phone. The user must be able to turn this feature on or off. *Comply.***
 - **The application must have industry-level standards to encrypt and secure credit card and other personal data. *Comply.***

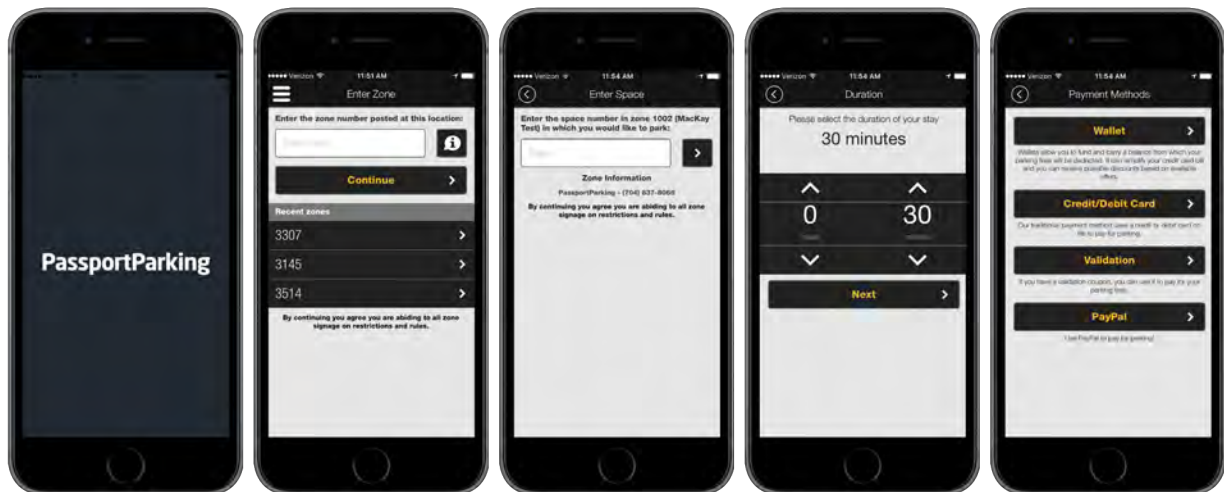
Passport will provide a mobile parking application to pay for and extend parking sessions for the City. This native application will be available on all Android and iOS smartphones. Passport's app is not supported by Windows or Blackberry operating systems as they only account for 3% of the smartphones in the US. However, Blackberry's newer models do support Android applications and are able to run Passport's applications.

To account for those parkers who do not own an Android or Apple device, Passport's Mobile Payment for Parking platform ("MPP") is also available as a web app. The web app is accessible by any device that has access to the internet. To enhance this experience, the web application and the payment webpage are both optimized for mobile use.

Passport is currently available in both English and Spanish. Passport's system will automatically detect the language settings on the parker's phone and automatically select to run the corresponding version of the application. If the phone's language is set to something other than English or Spanish, the application will default to English.

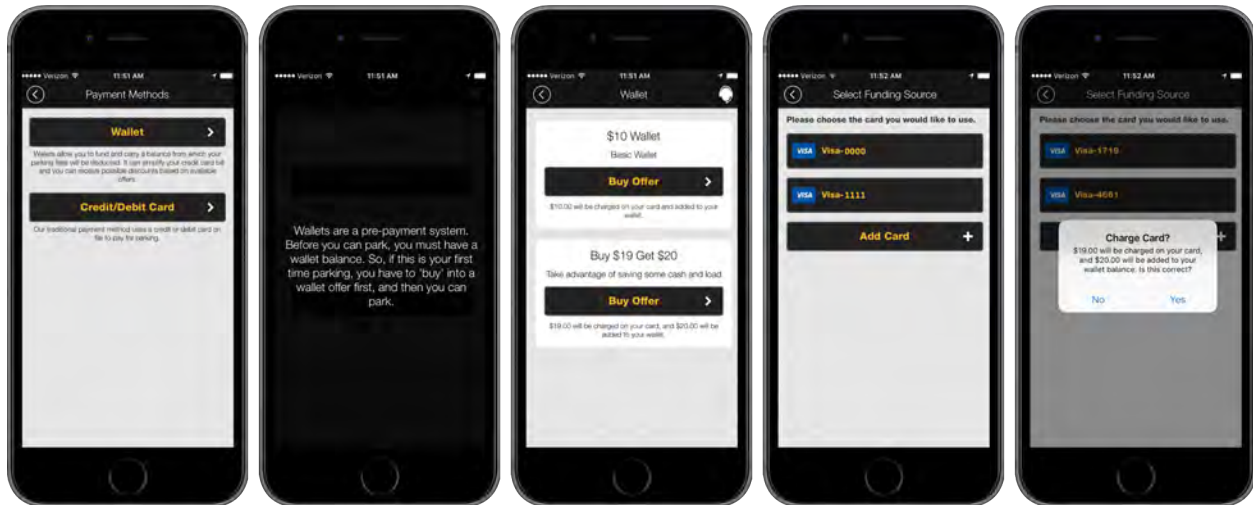
Passport's mobile payment platform is the simplest, most robust mobile payment solution on the market. As the only provider using progressive profiling for registration, parkers register using only information needed at that specific point in the process, in contrast to populating an entire profile at sign up. For example, Passport's platform only requires one piece of identifying information (phone number, email, or public Facebook profile) and a valid credit or debit card to pay for parking; payment card information is only requested once a transaction is initiated, in an effort to streamline the registration and avoid 'hang ups.'

Passport understands that most adopters of the system do so as they are about to purchase their first parking session, as opposed to planning in advance; therefore, Passport focused on making the registration process as quick and easy as possible. With just two clicks, Parkers can create their account using their public information on Facebook. Facebook login does not give Passport access to any other information or let Passport post to a parker's Facebook account. If a parker registers the first time they use Passport, each subsequent session will only require they enter a four digit pin.

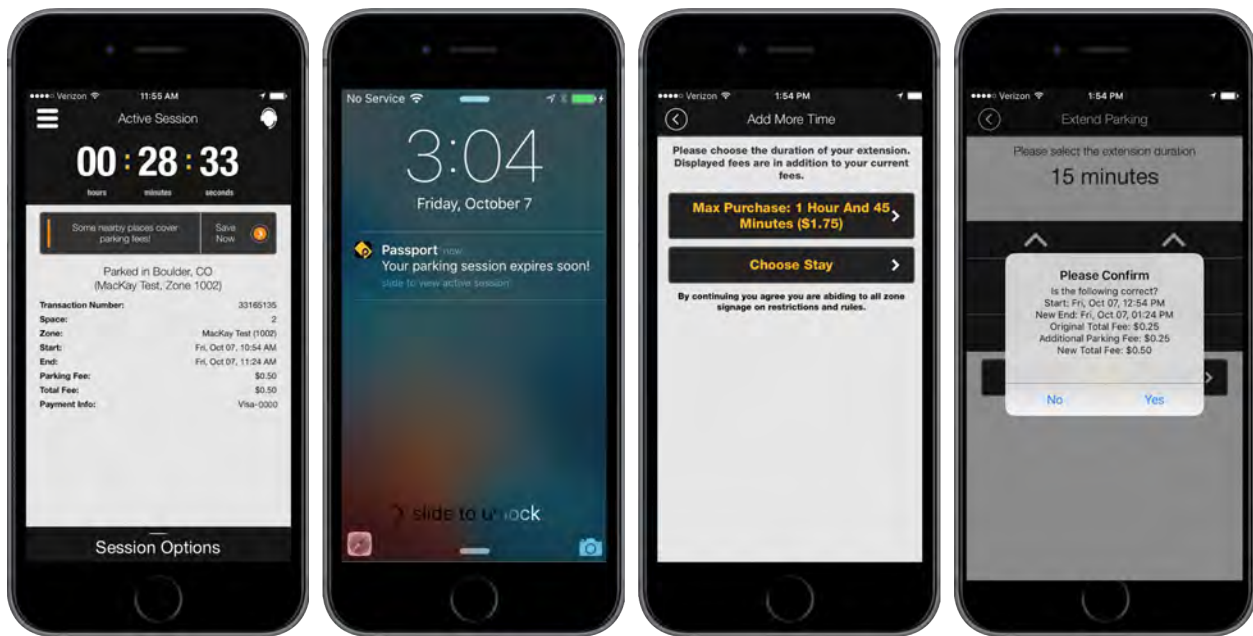


Passport provides parkers with more options to pay for parking than traditional meters, which only accept coins, or even smart meters, which only accept credit cards and coins. Passport accepts payment in the form of debit and credit cards, a digital wallet, PayPal

accounts (including ACH payments), merchant validation, and corporate accounts. Passport makes it easy for parkers to use its system, regardless of their current financial situation. Additionally, by adding merchant validation to the system, the City is able to incorporate local businesses to the parking initiative, further strengthening the community.

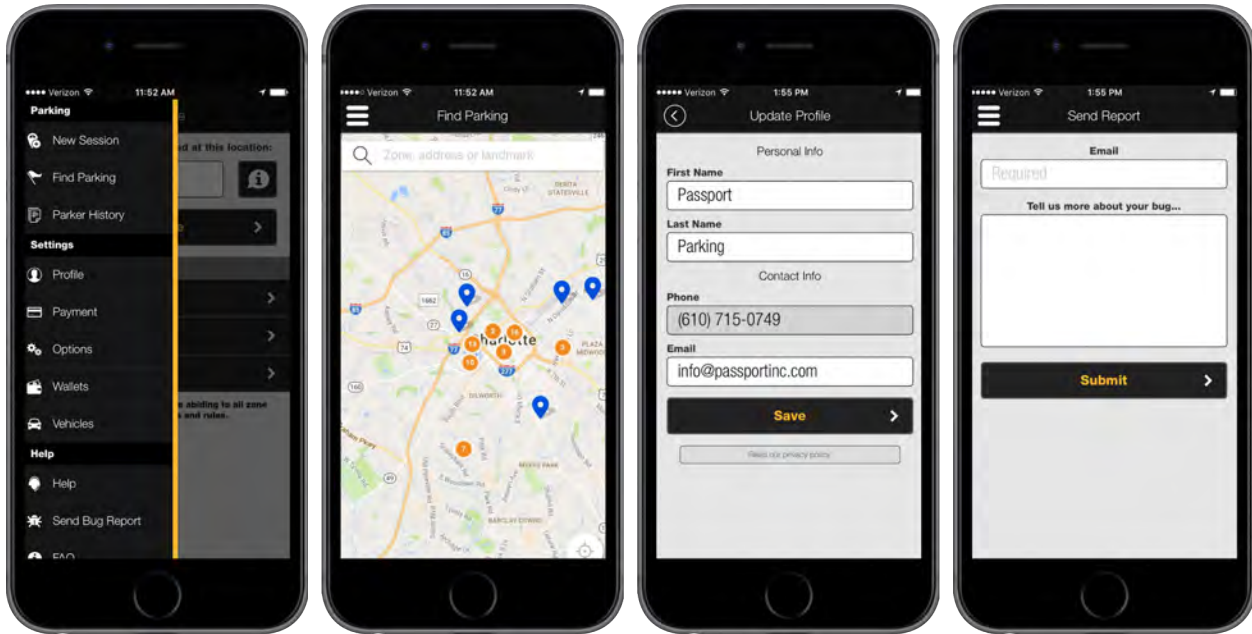


After initiating a parking session, the parker is free to go about their day without concern for their parking session. When the session is 15 minutes away from expiring, the parker will be notified by their phone. Upon receiving this notification the parker has three options: (1) return to their car, (2) ignore the notification and risk a ticket, or (3) extend their parking remotely. Using the same method that the parker used to initiate the session, the parker may easily extend their parking session. The City can control how many times and for how long the parker may extend their time, ensuring that this convenience is not abused. The parker's credit or debit card is not charged until the end of the session, meaning that **extending a parking session only incurs a single charge** for the parker and a single merchant processing fee for the City.



Credit card numbers are encrypted with AES-256 with a rotating encryption key. All information is stored in an isolated card storage database per best practices. All transactions are tokenized at the point of transaction, meaning that credit card information is encrypted from the time a user inputs data into the system. Passport's server then reads the tokenized information and sends the proper data to the merchant processor. Tokenization reduces the risk of credit card fraud in the event of a breach since there are no actual credit card numbers ever stored or transferred in the system.

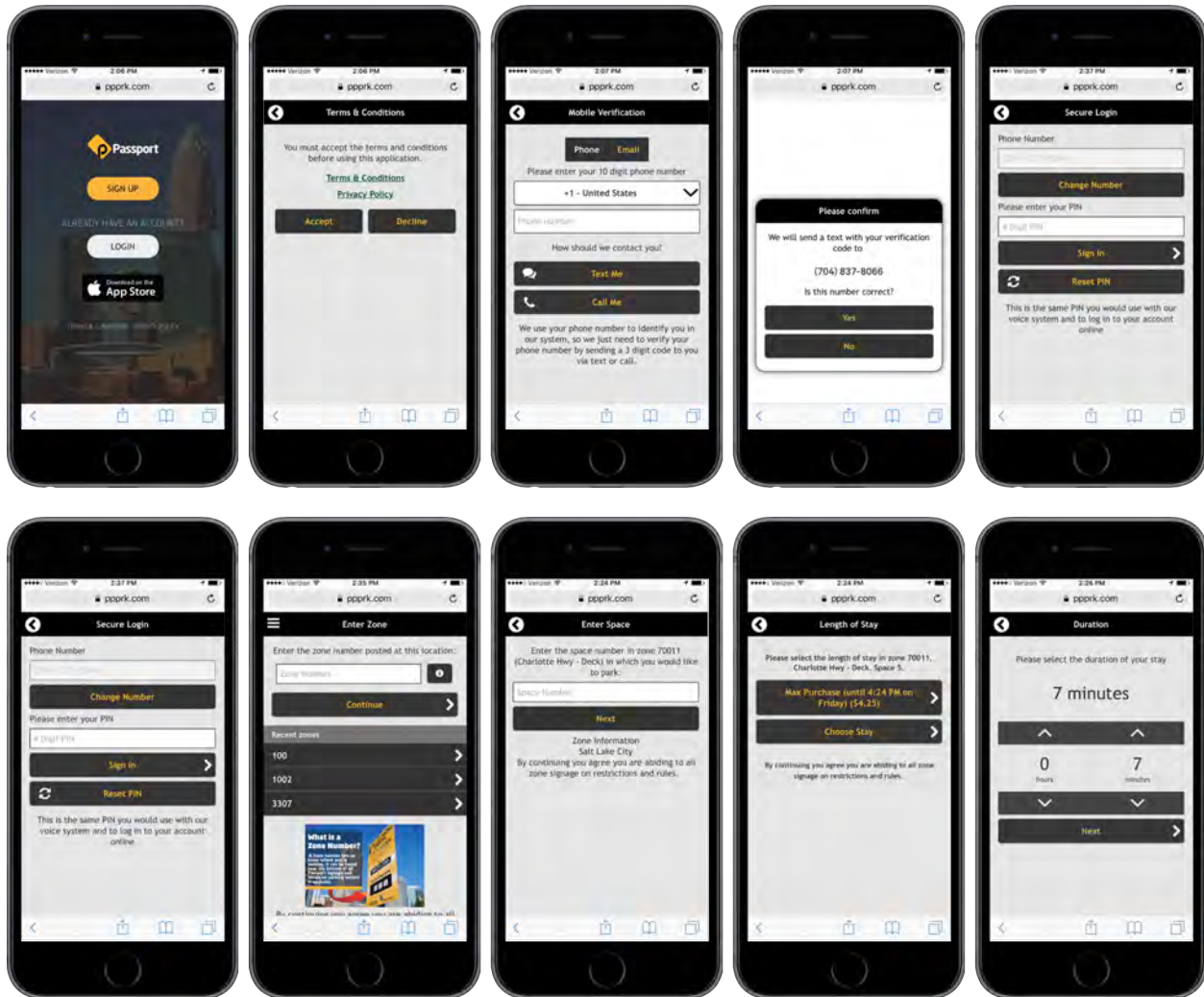
Registered parkers will be able to manage their entire account from either the mobile application or the Passport website. Passport's database is housed in a cloud, meaning that the parker will have real-time access to their account, regardless of whether they access it from the website or application. The parker will log into their account with their phone number, email address, or Facebook profile and the 4-digit PIN created at registration. Once they have accessed their account, the parker will be able to see their full parking history, email receipts to themselves or third parties, change their vehicle, update their payment methods, and delete their account.



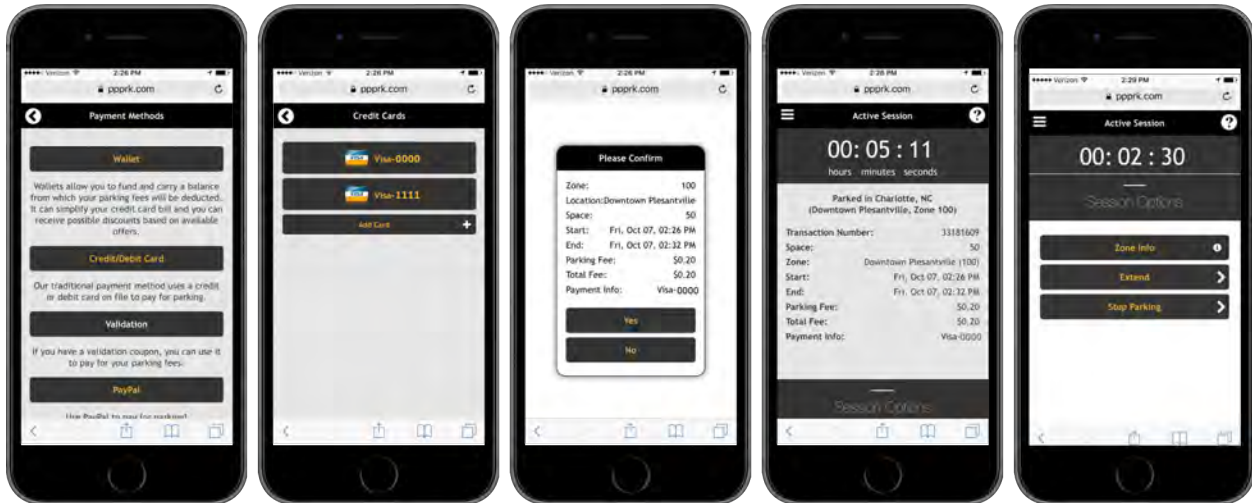
- **Pay by Web - The System must provide a website with the following requirements:**
 - Participant must have the option to have a customized website (e.g., <http://www...com/NCPA>) or use the participant's standard website. **Comply.**
 - Support desktop and mobile browsers. **Comply.**
 - When a user launches the website, it must:
 - Prompt for the username and password (for registered users). The website must have the ability to save the username and password locally on the device (PC or phone) to expedite future logins. **Comply.**
 - Provide an interface to sign up as a new users. **Comply.**
 - Upon logging in, the website must have the following options, with identical functionality to that of the mobile application:
 - Begin parking. **Comply.**
 - Extend parking. **Comply.**
 - Check account balance. **Comply.**
 - Recharge account with credit card on file. **Comply.**
 - Manage account. **Comply.**
 - Transaction History. **Comply.**
 - The application must have industry-level standards to encrypt and secure credit card and other personal data. **Comply.**

Passport's service offering includes a parker-centric, mobile-optimized website, which allows registered parkers to manage their entire account and purchase parking. Passport's database is housed in a cloud, meaning that the parker will have real-time access to their account, regardless of whether they access it from the website or application. The parker

will log into their account with their phone number, email address, or Facebook profile and the 4-digit PIN created at registration. Once they have accessed their account, the parker will be able to initiate a parking session, see their full parking history, email receipts to themselves or third parties, change their vehicle, update their payment methods, and delete their account.



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- **Account Management** - The system must provide multiple ways for a user to manage his or her mobile payment for parking system account. This section contains the requirements for account management.
 - All interfaces for account management must have industry-level standards to encrypt and secure credit card and other personal data. **Comply.**
 - Users must be able to create and manage accounts through a website (desktop and mobile versions), mobile applications, IVR system, and through a live customer service representative. **Comply.**
 - Users must be able to create new accounts with the following parameters:
 - Username (email). **Comply.**
 - Password. **Comply.**
 - Phone Numbers. **Comply.**
 - License Plate Numbers. **Comply.**
 - Credit Card Number. **Comply.**
 - Billing Name and Address. **Comply.**
 - Users must be able to access a history of all transactions made on an account and be able to view reports and receipts showing:
 - Date and time. **Comply.**
 - Duration. **Comply.**
 - Rate. **Comply.**
 - Total amount. **Comply.**
 - Payment method. **Comply.**
 - License Plate number. **Comply.**
 - Meter/block/zone ID. **Comply.**
 - Users must be able to configure reminders for session expirations, including the ability to:
 - Enable or disable reminders. **Comply.**
 - Configure the type of reminder (SMS or email). **Comply.**

- **When funding an account, the system must have the ability to impose a minimum charge/recharge amount.** *Comply.*
- **The system must have the ability to automatically notify a user and/or recharge the account if the account balance falls below a certain amount.** *Comply.*
- **The system must be able to support both pay per transaction and pay out of a "mobile wallet" models.** *Comply.*
 - **The participant must explain any difference in cost between these two models.** *Confirmed.*

Passport's Mobile Payment for Parking platform ("MPP") will provide the parker with an intuitive user experience, which will significantly improve the parking experience. MPP is a native application, which is accessible on all Android and iOS smartphones. Other smartphone operating systems, such as Windows and older Blackberry models only account for 3% of smartphones in the US and do not support MPP.

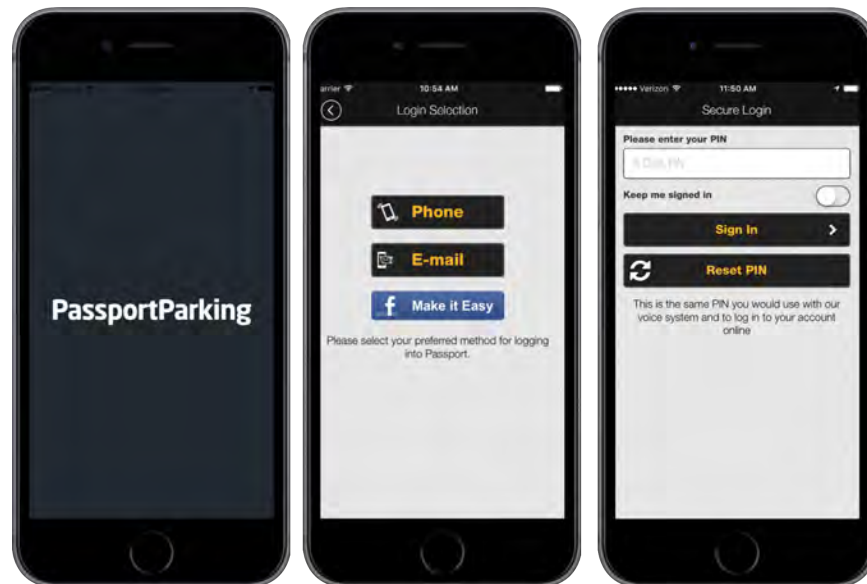
To account for those parkers who do not own an Android or Apple device, MPP also available via the web app, which is accessible by any device that has access to the internet. To enhance this experience, the web application and the payment webpage are both optimized for mobile use.

In addition to the application and mobile-optimized website, Passport offers an IVR and SMS system to enable mobile payment of parking. With IVR, parkers will call a local number and respond to commands using touch tone prompts. The very first session started by a parker will end with a prompt to create a PIN. Thereafter, the system will recognize the phone number and request the PIN, thereby recalling all payment and vehicle information. Similar to the IVR system, parkers can register for and begin parking sessions via SMS (text) messages. The parker will respond to prompts via SMS, including zone and space numbers, as well as payment information.

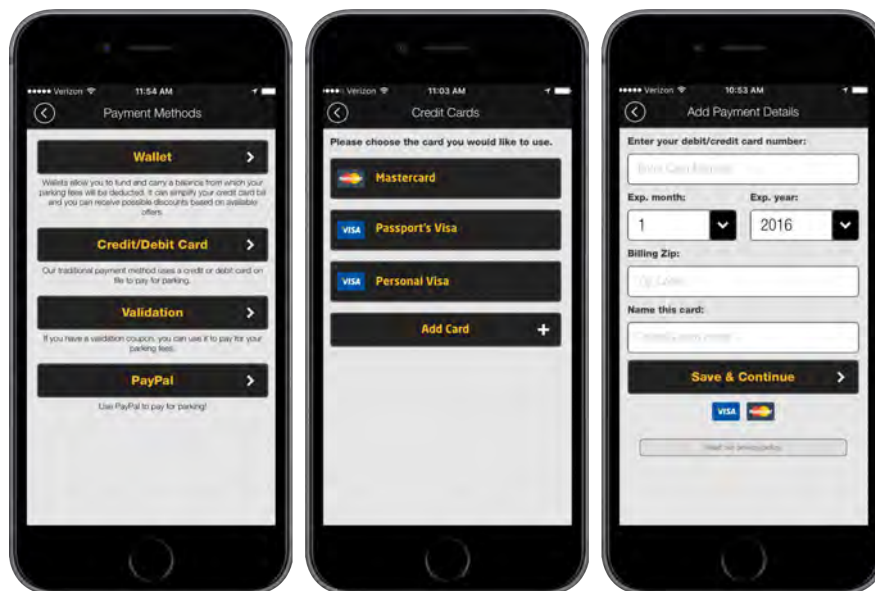
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Facebook account. If a parker registers the first time they use Passport, each subsequent session will only require they enter a four digit pin.

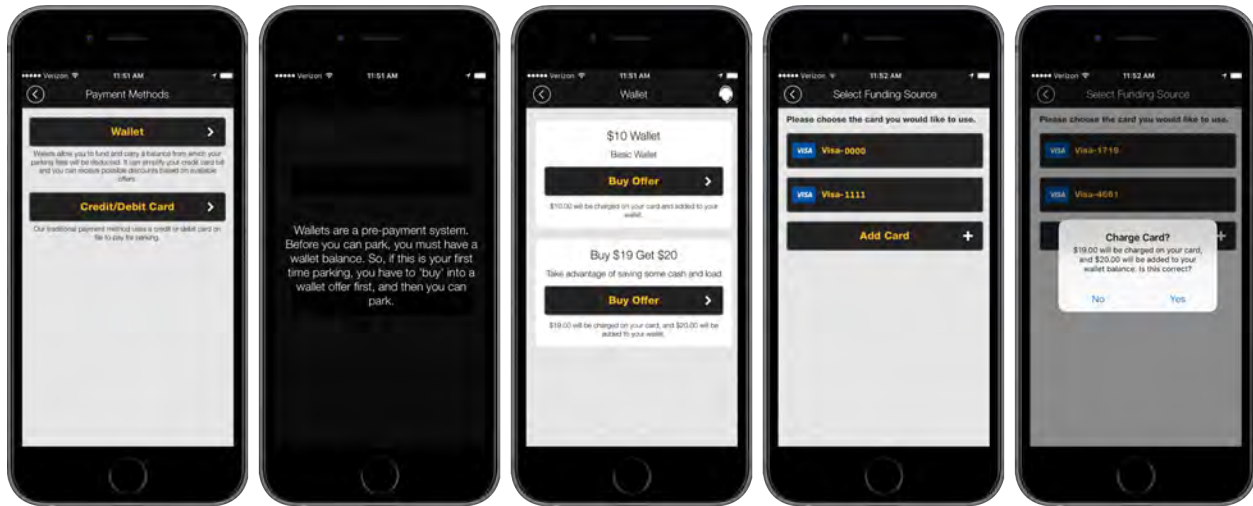


Passport provides parkers with more options to pay for parking than traditional meters, which only accept coins, or even smart meters, which only accept credit cards and coins. Passport accepts payment in the form of debit and credit cards, a digital wallet, PayPal accounts (including ACH payments), merchant validation, and corporate accounts. Passport makes it easy for parkers to use its system, regardless of their current financial situation. Additionally, by adding merchant validation to the system, the City is able to incorporate local businesses to the parking initiative, further strengthening the community.



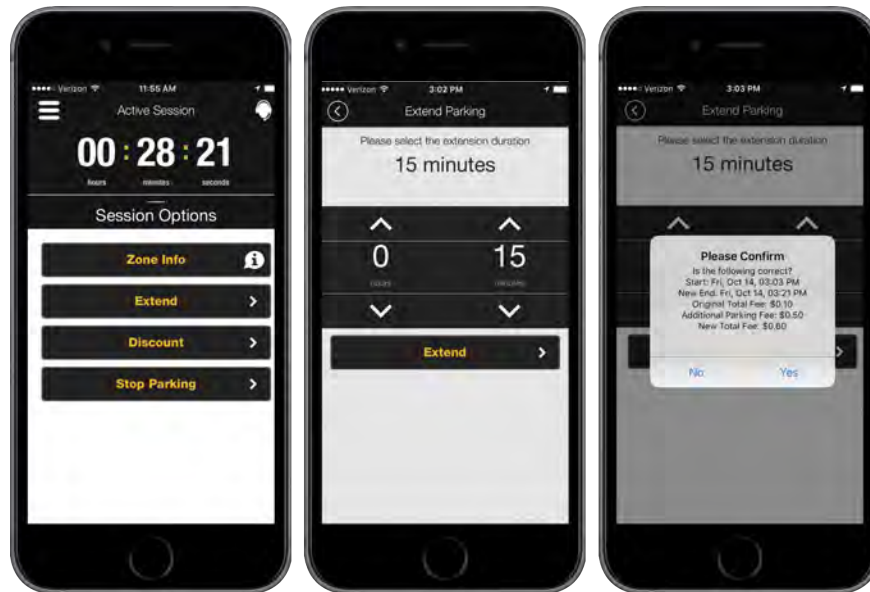
Passport's Digital Wallet allows parkers to pre-load a larger sum of money onto their account, which will then be debited against every time the parker pays for a transaction. The

Digital Wallet is dually advantageous as it saves the City money on merchant processing fees and it allows the parker to avoid multiple small transactions for parking sessions. The City can choose to offer the wallet as an option or may require one. By requiring a wallet with a minimum, the City will realize increased savings in merchant processing fees almost immediately.



In cities where there is a wallet option, Passport has seen a utilization split as high as 71% favoring the wallet to individual credit card transactions. With that many parkers choosing to use the wallet, it is reasonable for a city to require a wallet without damaging the public's adoption of the app. Several cities have taken this approach, including Chicago, which has realized more than \$2,000,000 in savings since deploying the wallet-only feature.

After initiating a parking session, the parker is free to go about their day without concern for their parking session. When the session is 15 minutes away from expiring, the parker will be notified by their phone. Upon receiving this notification the parker has three options: (1) return to their car, (2) ignore the notification and risk a ticket, or (3) extend their parking remotely. Using the same method that the parker used to initiate the session, the parker may easily extend their parking session. The City can control how many times and for how long the parker may extend their time, ensuring that this convenience is not abused. The parker's credit or debit card is not charged until the end of the session, meaning that extending a parking session only incurs a single charge for the parker and a single merchant processing fee for the City.



Passport's service offering includes a parker-centric, mobile-optimized website, which allows registered parkers to manage their entire account and purchase parking. Passport's database is housed in a cloud, meaning that the parker will have real-time access to their account, regardless of whether they access it from the website or application. The parker will log into their account with their phone number, email address, or Facebook profile and the 4-digit PIN created at registration. Once they have accessed their account, the parker will be able to initiate a parking session, see their full parking history, email receipts to themselves or third parties, change their vehicle, update their payment methods, and delete their account.

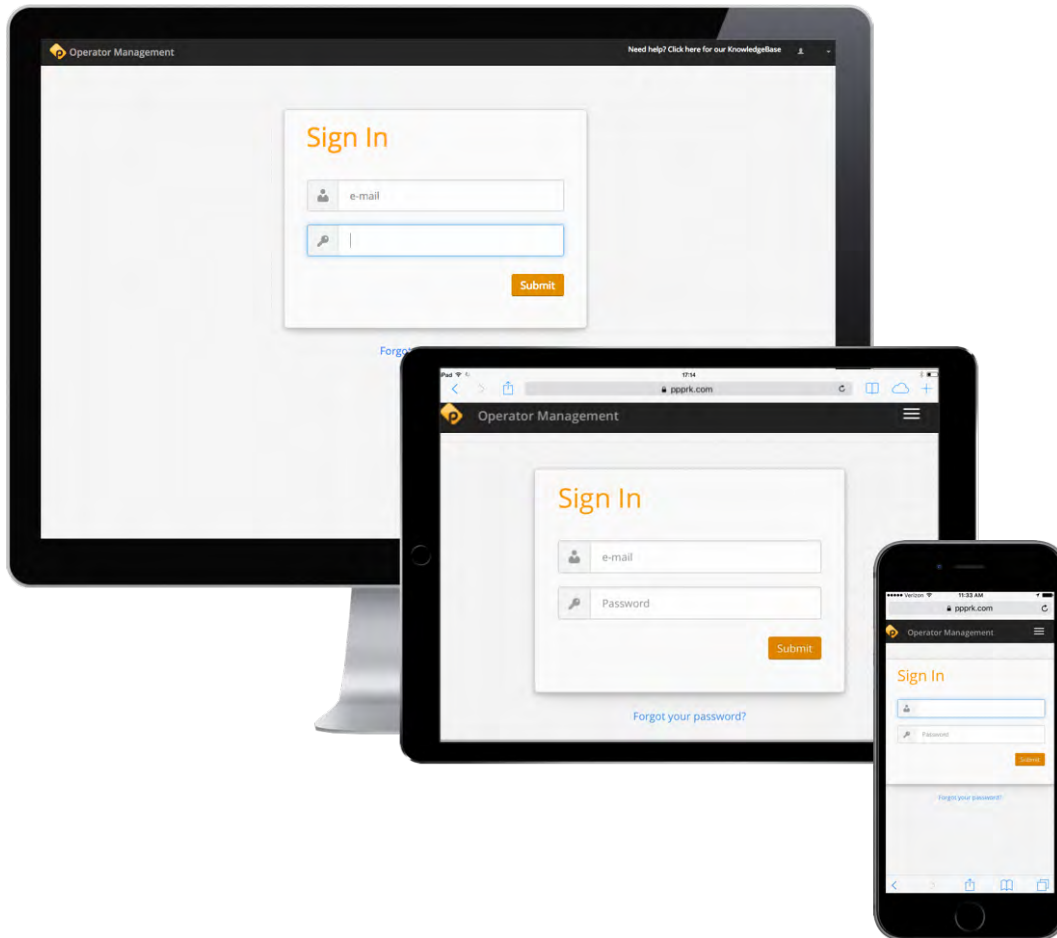
Administrator Requirements

- **Administrator Portal - The system must provide a website accessible only to designed system administrators. *Comply.***
 - **Customer service representatives must be able to create and manage user accounts. *Comply.***
 - **Customer service representatives must be able to activate or deactivate mobile payment system user accounts. *Comply.***
 - **Administrators must be able to run reports on transactions and accounts. *Comply.***

- Administrators must have an interface to query transactions for ticket adjudication purposes. *Comply.*
- **Reporting - The system must provide reporting functionality to designated administrators of the system. These reports must include data on:**
 - Transactions made by:
 - License plate number. *Comply.*
 - Phone number. *Comply.*
 - Username/account number. *Comply.*
 - Date and time. *Comply.*
 - Duration. *Comply.*
 - Rate. *Comply.*
 - Total amount. *Comply.*
 - Payment method. *Comply.*
 - License Plate number. *Comply.*
 - meter/block/zone ID. *Comply.*
 - Account sign ups. *Comply.*
 - Account charges/recharges. *Comply.*
 - The system must allow reports to be exported to:
 - Microsoft Excel. *Comply.*
 - Text Files. *Comply.*
 - Database flat files. *Comply.*
 - Direct connection with another database. *Comply.*
 - Reports must be available for viewing or downloaded within reasonable time. The participant must provide performance metrics on its reporting tool, with scenarios such as:
 - Number of new accounts per week. *Comply.*
 - Amount of transactions per day by meter/block/zone ID. *Comply.*
 - All transactions in a calendar year. *Comply.*
- **Parking System Inventory - The system must have the option for a web-based tool to manage the inventory of the parking system. This section describes the requirements of the inventory management tool.**
 - The inventory must hold information on each meter/block/zone, including its:
 - ID. *Comply.*
 - Address. *Comply.*
 - Status (active or inactive). *Comply.*
 - Rate. *Comply.*
 - Hours of operation. *Comply.*
 - Hours of restrictions. *Comply.*
 - Maximum length of stay. *Comply.*
 - Once a change is made to the inventory, the system must be either updated immediately or queued for update at a set time. *Comply.*

- **An administrator must be able to use the tool to manually update the attributes of a single meter/block/zone. *Comply.***
- **An administrator must be able to import a file to update the entire inventory. *Comply.***

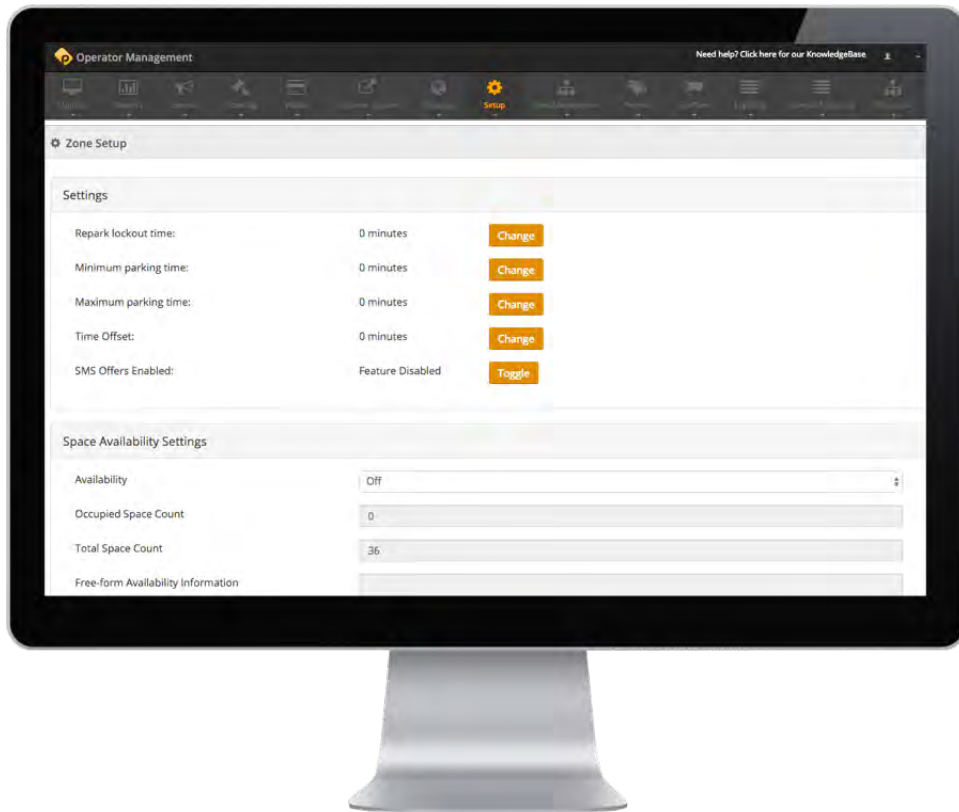
The brain of Passport's suit of products is its backend system, Operator Management ("OpsMan"). OpsMan puts all management and analytics tools into the hands of the the City administrator. OpsMan is accessible on any internet-connected device, is mobile-optimized for use on smartphones or tablets, and allows for an unlimited number of administrators.



System Configuration

Zone and Space Setup

During the implementation process, Passport will fully configure the City to have defined zones and spaces. During this process, the City's dedicated project manager will divide the City into zones, assign a unique number to each zone, and number the parking spaces (if space based).



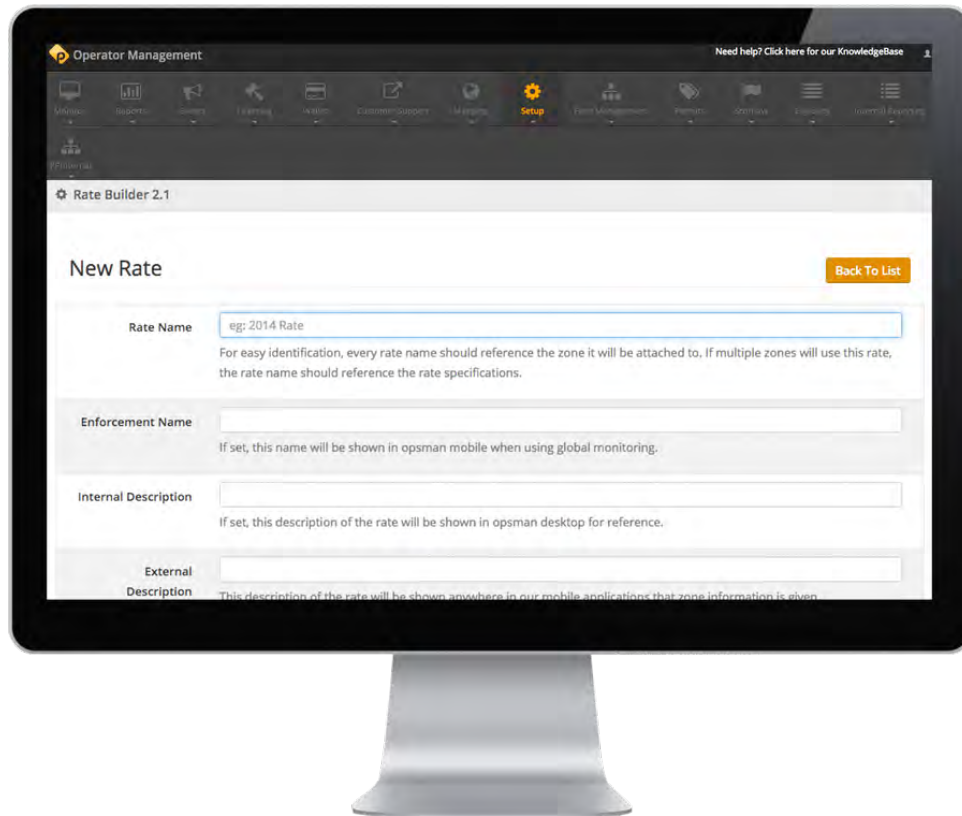
Integrations

Passport operates an open Application Programming Interface ("API"), which makes it much easier to integrate with other software providers. While Passport is implementing its product, it will also integrate with other necessary software to provide a seamless transition.

Rate Setup

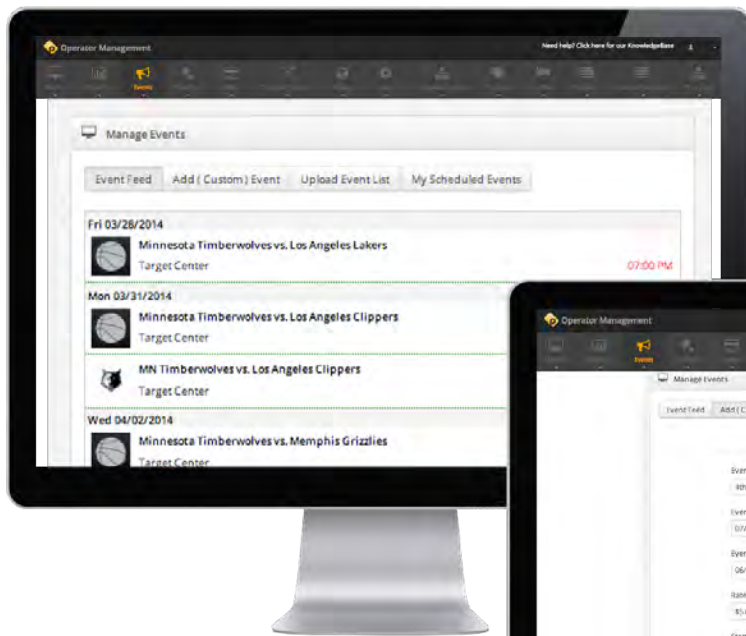
Initially, Passport will configure all rates within the City prior to launch. These rates will match what the City currently has in place. However, after launch, the City will be able to fully control the rate structure.

In OpsMan, the City administrator responsible for setting rates will navigate to the "Setup" tab and then select "Rates" from the dropdown menu. From here, the administrator will be able to add a new rate, delete a rate, or modify an existing rate. These changes can be set to either take effect immediately or at a scheduled time.

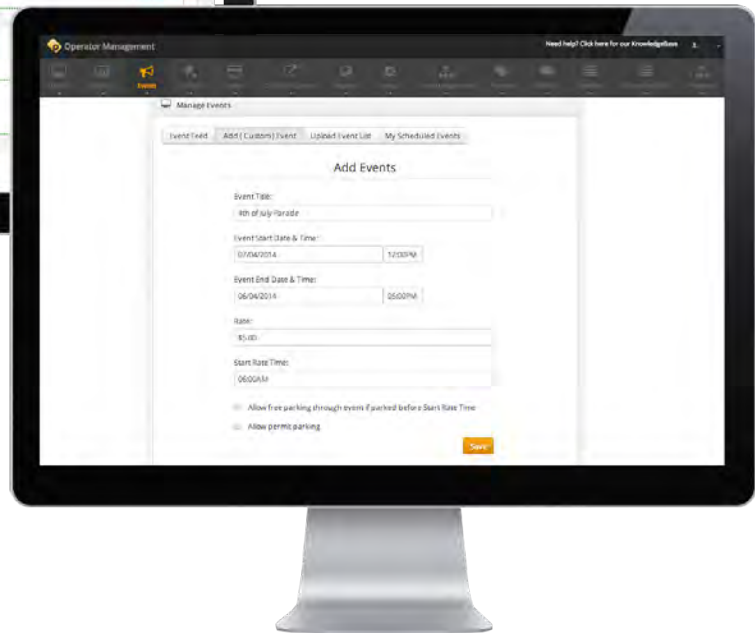


Event Rates

If there is a special event in the City, the City will be able to set special rates for specific lots. From the OpsMan dashboard, the administrator will navigate to the "Events" tab and select either "Manage Venues" or "Manage Rates." From this screen, the City will input information related to the event, including starting and ending date and time. The City will also have the option of make certain zones free during this time or accepting permits during the event. This information will update in real time to the Passport Mobile Payment app and OpsMan, giving all parkers and parking enforcement officers access to the most recent rates.



Event Feed

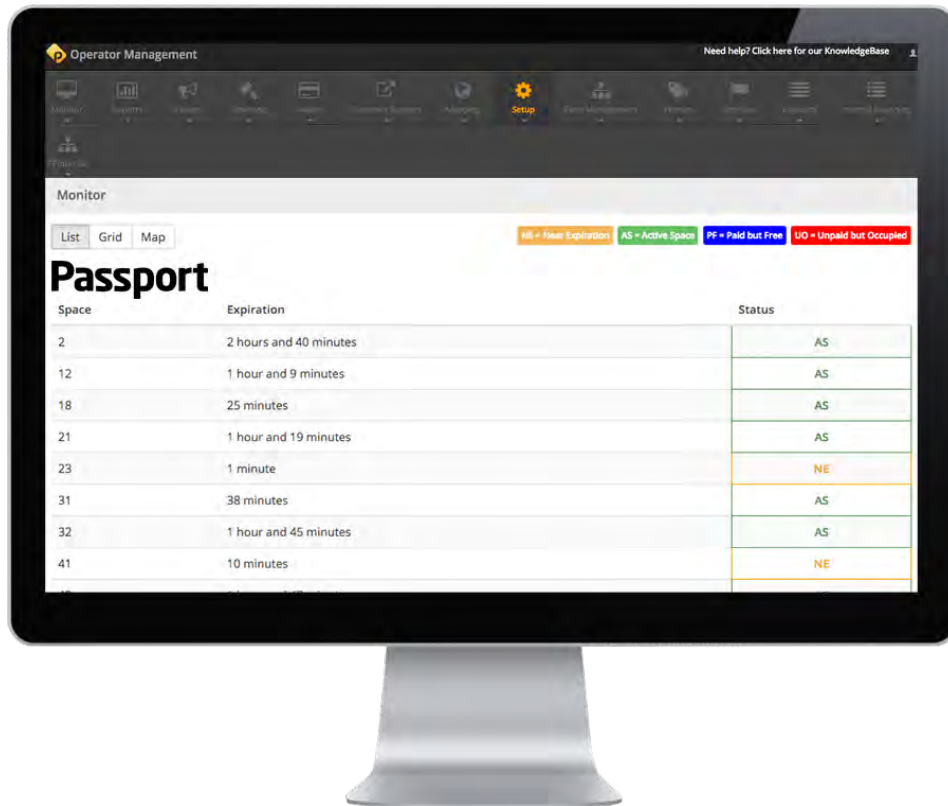


Create Event

System Transparency

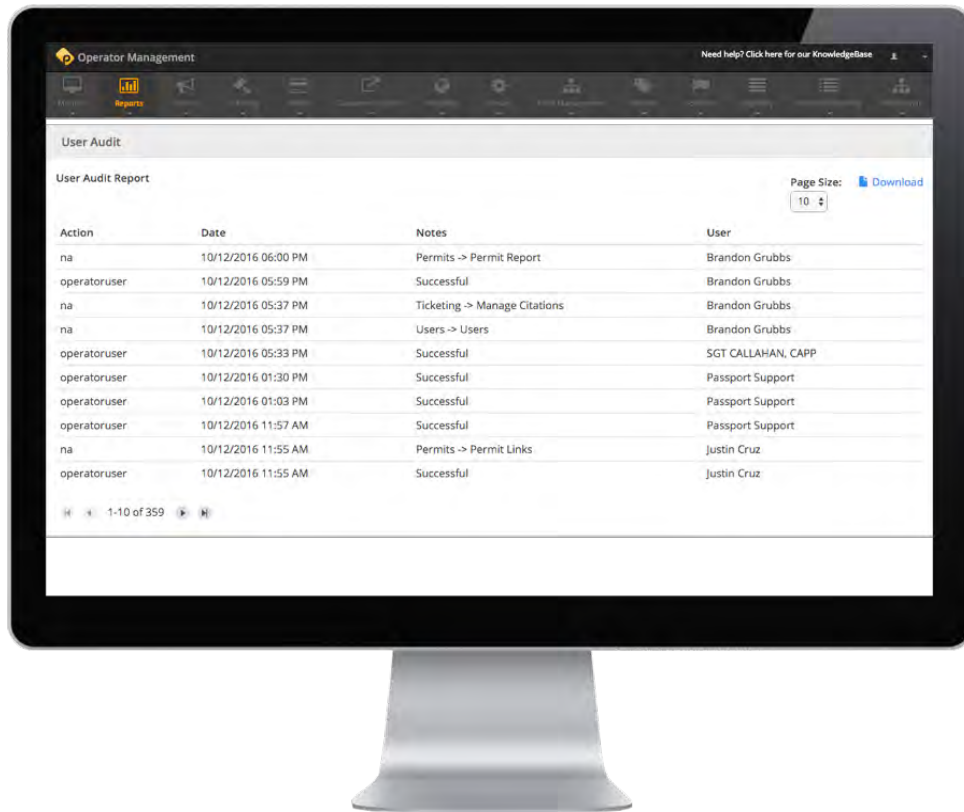
Live Monitoring

OpsMan gives the City complete insight into the entire parking system. An administrator will be able to watch a Live Feed of all transactions. Using the monitor feature, City administrators can see how many parking sessions are active, which sessions are about to expire, whether a space is occupied in a "free" zone, and whether a space is already expired.



Complete Control

OpsMan puts all of the control into the hands of the City. For all platforms, administrators will have the ability to update information including names, vehicle information, and LPNs. As an added layer of transparency, every adjustment made in OpsMan is time stamped with the username of the administrator making the adjustment as well a date and time.



Reporting

OpsMan aggregates data from all other platforms (Passport app, OpsMan Mobile, and RMCPay), allowing City administrators to access and analyze data in real time. OpsMan comes with certain predefined reports, but all data may be exported to Excel, giving the City even more control over management of the system. All reports can be manually run or scheduled to run in the future. Pre-scheduled reports can be set to run on a recurring or one-time basis.

Predefined Reports

OpsMan is configured to run reports on a myriad of topics and facets related to the entirety of the City's parking environment. In running these reports, the City may choose the time frame, being as broad as total transactions and as a specific as a given day. OpsMan will come with the following reports ready to be run on the following topics:

Mobile Payments for Parking

Financial Reporting	→	Transaction Report
	→	Daily Total Revenue
	→	Summary By Zone
	→	Wallet Summary
	→	Merchant Report

- Void/Refund Report
- Declined Card Transactions
- Many more!

Customer Reporting

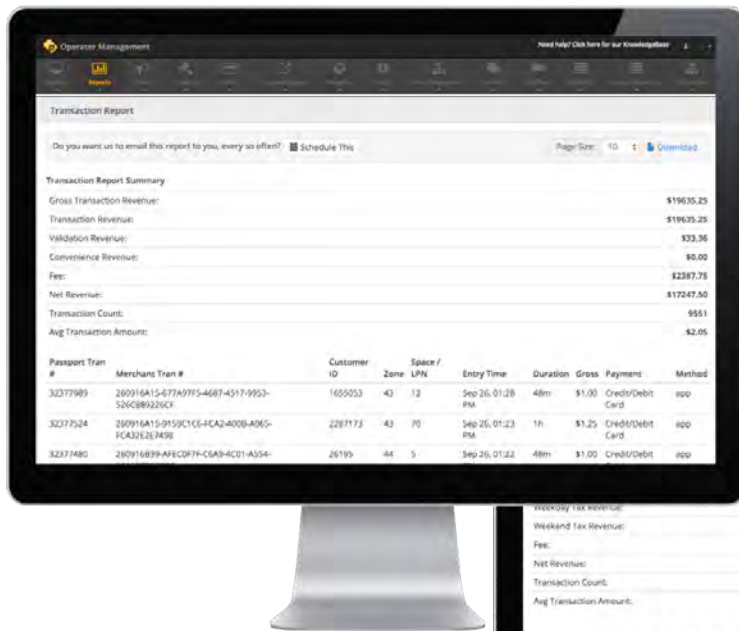
- Individual Customer Report
- Utilization by Space Number
- User Report

Events Reporting

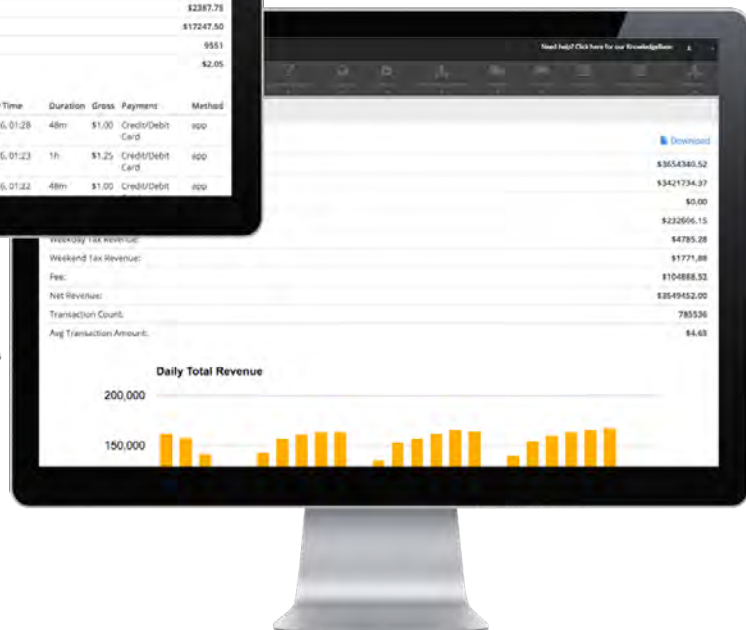
- Events Summary

Administrative Reporting

- Audit Reports
- Suspended Account Attempts



Transaction Report



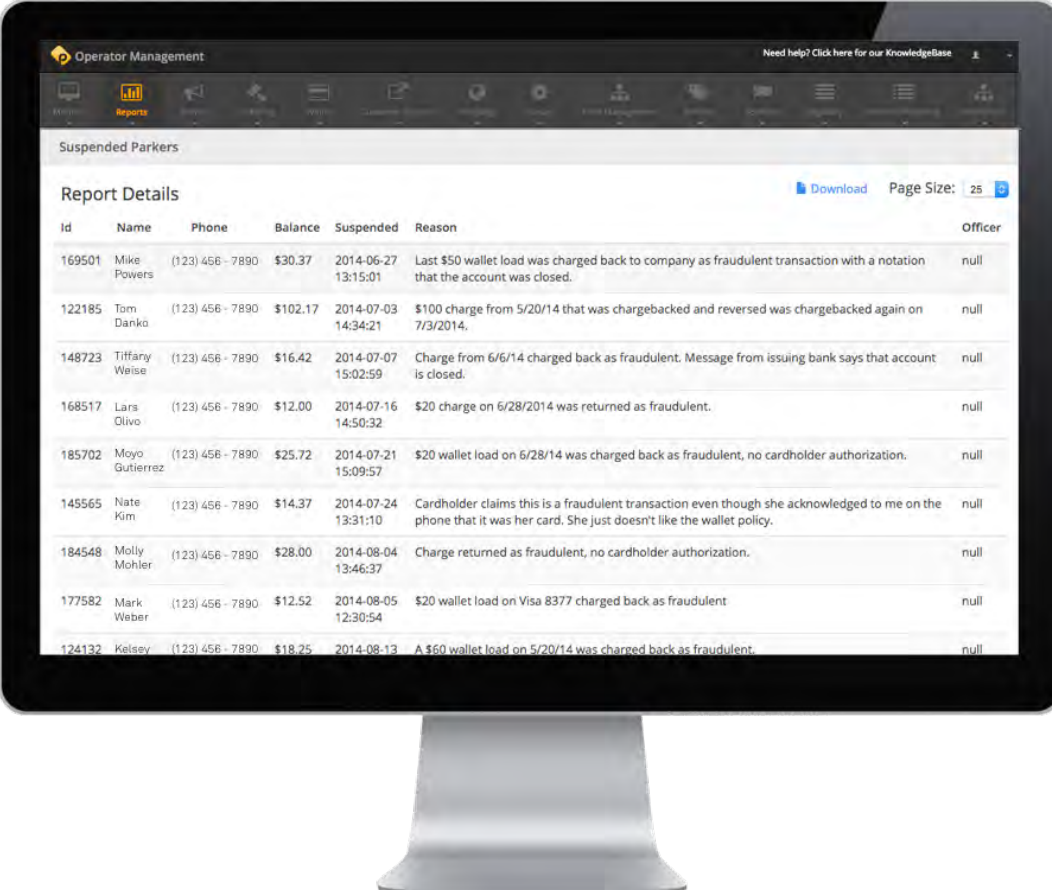
Daily Summary

Ad Hoc Reports

Aside from the predefined reporting, Passport will also work with the City to create custom reports. Whenever a custom report is generated for a specific City, that same report will be made available to all other clients. The following are the current custom reporting available in OpsMan:

- Payment Rates by Month,
- Payments by Platform,
- Suspended Parkers;
- Online Payments by Source, and

→ Passport continues to add to these reports.



Operator Management

Need help? Click here for our KnowledgeBase

Suspended Parkers

Report Details

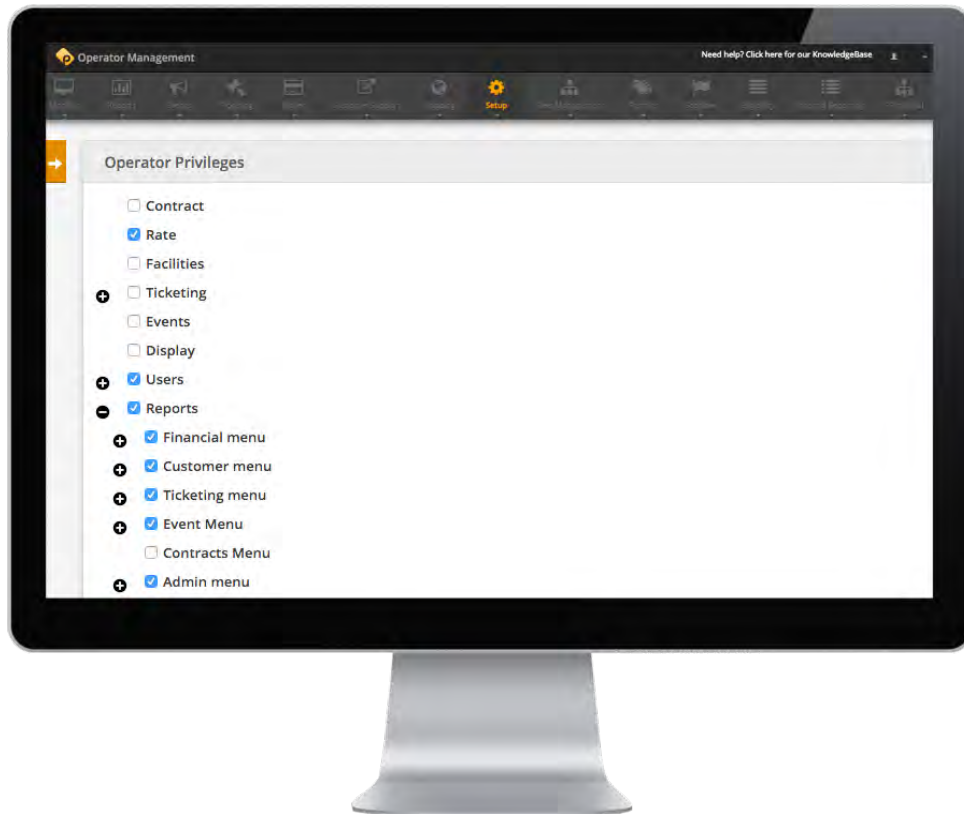
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Id	Name	Phone	Balance	Suspended	Reason	Officer
169501	Mike Powers	(123) 456 - 7890	\$30.37	2014-06-27 13:15:01	Last \$50 wallet load was charged back to company as fraudulent transaction with a notation that the account was closed.	null
122185	Tom Danko	(123) 456 - 7890	\$102.17	2014-07-03 14:34:21	\$100 charge from 5/20/14 that was chargebacked and reversed was chargebacked again on 7/3/2014.	null
148723	Tiffany Weise	(123) 456 - 7890	\$16.42	2014-07-07 15:02:59	Charge from 6/6/14 charged back as fraudulent. Message from issuing bank says that account is closed.	null
168517	Lars Olivo	(123) 456 - 7890	\$12.00	2014-07-16 14:50:32	\$20 charge on 6/28/2014 was returned as fraudulent.	null
185702	Moyo Gutierrez	(123) 456 - 7890	\$25.72	2014-07-21 15:09:57	\$20 wallet load on 6/28/14 was charged back as fraudulent, no cardholder authorization.	null
145565	Nate Kim	(123) 456 - 7890	\$14.37	2014-07-24 13:31:10	Cardholder claims this is a fraudulent transaction even though she acknowledged to me on the phone that it was her card. She just doesn't like the wallet policy.	null
184548	Molly Mohler	(123) 456 - 7890	\$28.00	2014-08-04 13:46:37	Charge returned as fraudulent, no cardholder authorization.	null
177582	Mark Weber	(123) 456 - 7890	\$12.52	2014-08-05 12:30:54	\$20 wallet load on Visa 8377 charged back as fraudulent	null
124132	Kelsey	(123) 456 - 7890	\$18.25	2014-08-13	A \$60 wallet load on 5/20/14 was charged back as fraudulent.	null

The City will be able to export all data to Excel and run whatever queries they would like.

Limited Administrative Access

Knowing that different roles and administrators have different data needs, Passport created OpsMan to easily limit access. The main City administrator will have access to all data and be able to easily manage different access levels. These levels can range from having access just to financial information for the City's accountants, to giving the parking management office access to every aspect of the system. All of this is possible in OpsMan and is within the full control of the main City administrator.



Customer Support

Live Chat Support

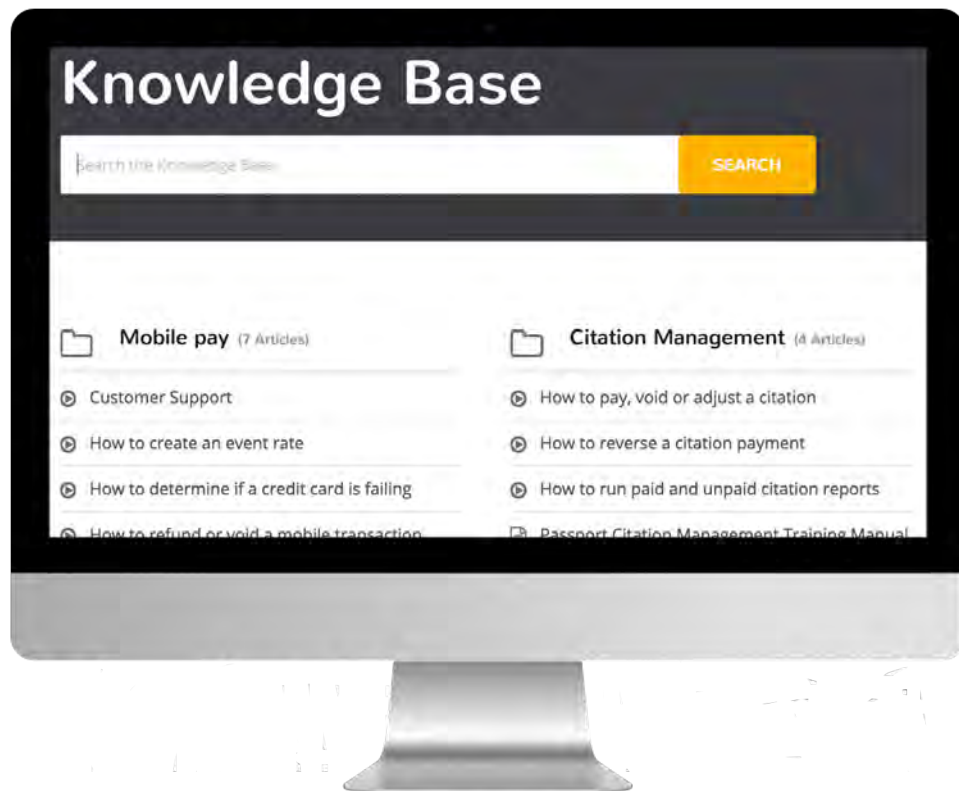
Passport will offer live support, via the telephone, for any technical issues that the parker may encounter. However, when the parker has questions or issues with the actual parking structure, they will be directed to contact the City. To manage this influx of calls, Passport created a live chat support function between the parkers' app and OpsMan. City administrators will be able to speak directly to parkers and solve problems, from any location with internet access. This improves the parker's experience using the application and it releases the City from tying customer service to a particular call-center location.

Client Success

Knowledge Base

Knowledge Base is an online repository of training videos, online forums, and training materials, all of which are updated along with the software. Using Knowledge Base, City administrators will be able to chat with other OpsMan administrators in other cities to work through common problems; watch short training videos on new and old functionality; and access training manuals for each of Passport's products.

Passport's Client Success Managers ensure that this information is updated regularly. If, for whatever reason, Knowledge Base does not address the City's concern, the Client Success Manager is always on hand to resolve issues as needed.



Client Support

After contract execution, the City will be managed by Passport's Client Success team. This team is made up of the Client Success Manager and a Product Support Specialist. The Product Support Specialist is devoted solely to the technical support of the City. Having a dedicated technical support line and representative ensures that the City receives the best service in a timely manner.

The City will be able to contact the Product Support Specialist 24 hours a day, 7 days a week via email and during regular business hours via phone. Regardless of method of communication, all issues will be resolved in accordance with Passport's backup procedures, which prioritizes problems by the impact of the issue. The Product Support Specialist will be in constant contact with the City throughout the resolution of the problem.

All technical and operational support items should follow the outlined procedure:

- a. Email: help@passportinc.com Include the nature of the issue and any background that would be helpful in resolving the identified item.
- b. Phone: Immediately call 980-939-0990
- c. The on-call team will respond to inquiries and take appropriate action

Other Technical Requirements

- **Data Security - The system must exercise industry standard protocols to ensure the protection of any data stored and transmitted in the system, including:**
 - **Securing physical servers, storage, etc.** *Comply.*
 - **Firewalls to protect against unauthorized access.** *Comply.*
 - **SSL encryption on websites.** *Comply.*
 - **PCI PA_DDS level 1 compliant on all applicable data.** *Comply.*
 - **SAS 70 Type II certified before the Notice of Award.** *Comply.*
 - **The participant must minimize NCPA's exposure to sensitive data, such as:**
 - **Credit card numbers.** *Comply.*
 - **Personal information of users.** *Comply.*
 - **The participant must describe its data security plan and disclose any breaches of security.** *Comply.*

At its base, Passport is a payments processing company. In order to do this effectively, security is the number one concern of everyone at Passport. Passport goes above and beyond required security measures to provide peace of mind to cities, parkers, violators, permit holders, and riders.

PCI-DSS Compliance

Any merchant that stores, processes, or transmits cardholder data is required to maintain payment security of that information. PCI security standards lay out the technical and operational requirements for software developers and manufacturers of applications and devices used in payment transactions. PCI Data Security Standards (PCI-DSS) provide actionable framework for developing a robust payment card data security process -- including prevention, detection, and appropriate reaction to security incidents.



Passport maintains PCI-DSS Version 3.1 compliance. No sensitive information is stored or transferred on the Passport database. The only information stored on the database are names, phone numbers, and email addresses. All credit card information is stored in an isolated card storage database. That data is encrypted and tokenized to reduce the risk of credit card fraud in the event of a breach. Please see page 21 for Passport's Compliance Certificate.

SSAE-16

The Statement of Standards for Attestation Engagements (SSAE) No. 16 is the authoritative guide for reporting on service organizations. Using these standards, Passport is audited by an Independent Auditing Firm, which issues a Service Auditor's Report. The Report outlines the chain of control and risk associated



with internal operations. Passport completes SSAE-16 audits annually for its mobile payment transactions.

PriceWaterhouse Coopers

In addition to other security standards and audits that Passport regularly engages in, Pricewaterhouse Coopers conducts ethical hacking on Passport's system yearly. PwC hackers attempt to break Passport's system, searching specifically for security flaws. Any issues that arise from this exercise are immediately relayed to Passport and fixed.



A-LIGN

Passport hires A-LIGN to assist in meeting specific auditing and security assessment needs. A-LIGN helps navigate security standards for credit card transactions and ensures that Passport continually meets and exceeds those standards.



Secure Socket Layer

Passport utilizes Secure Socket Layer (SSL) to securely transfer sensitive data between the application and servers. SSL is the standard security technology for establishing an encrypted link between a web server and a browser. This link ensures that all data passed between the web server and browsers remain private and integral.

Passport only stores the name and email address of the parker, violator, permit holder, or rider on the application while all other sensitive data is stored on a secured, firewall protected server.

Gateway Provider

Passport is listed as a certified gateway provider on both Visa and Mastercard's national registries. Additionally, Passport is recognized as a sponsored service provider for both companies as well.

OpsMan

Internal security standards are managed through Passport's backend system, Operator Management ("OpsMan"). OpsMan restricts access to data via permissions defined by the City for the administrators. Roles can be created such that specific titles correspond to specific access permissions. Passport will only have access to the username (either email or phone number) of administrators for troubleshooting and customer support.

- **System Availability - The system must provide redundant/failsafe servers which ensure at least 99.9% uptime of all components of the system, including:**
 - **IVR, including the availability of live customer service representatives.**
- Comply.

- **Mobile applications.** *Comply.*
- **User and administrator websites.** *Comply.*
- **Integration with existing multi-space meters (only for the integration part for which the participant is responsible).** *Comply.*
- **Integration with existing enforcement systems (only for the integration part for which the participant is responsible).** *Comply.*
- **The proposed system must be able to handle up to 50 million mobile payment transactions per year, including up to 12,000 transactions per hour.** *Comply.*
- **The system must provide system uptime reports from the past 4 years and also provide a plan to scale the system to support additional users and transactions.** *Comply.*

Passport's servers are hosted by Amazon Web Services ("AWS"), a secure cloud services platform that stores databases and delivers content and functionality to its clients. Part of AWS's service offering is the implementation and maintenance of virus and security software. Using AWS and its suite of products, Passport is able to offer peace of mind to the City.

Database Storage

Amazon Relational Database Services ("RDS") houses Passport's database. RDS provides multiple advantages to Passport such as provisioning, patching, backup, recovery, failure detection, and repair. Using AWS and RDS, Passport is able to scale easily, which means that every one of Passport's clients' utilization can grow quickly and all at the same time without affecting the efficacy of the database.

Elastic Load Balancing

Multiple servers exist within the system, each with the capacity to host the entire system. Amazon RDS automatically creates a primary database instance, which is simultaneously replicated to a standby instance in a different Availability Zone ("AZ"). Each AZ runs on its own physically distinct, independent infrastructure, and is engineered to be highly reliable.

If a server becomes overloaded or fails, RDS performs an automatic failover to the standby instance. This means that the application can resume database operation without the need for manual intervention. Essentially, RDS protects the system from failure and the only potential lag time would be the amount of time it takes for the system to failover from one AZ to the next.

Database Backup

RDS offers automated backup, which allows for point-in-time recovery of Passport's database instance. RDS backs up the database and transaction logs and stores both for a specified retention period, meaning that Passport can restore its database instance to any second during the retention period, up to the last five minutes. Passport's entire database is

backed up daily between 3:00-3:30AM EST, capturing all transaction logs. Each backup is saved for seven (7) days. Thus, if there is ever a failure of the server, Passport will be able to recover all data and transaction logs up to the morning of the failure.

Database Snapshots

Amazon's Simple Storage Services ("S3") takes and stores database snapshots of the entire system. The snapshots are kept until explicitly deleted and are incredibly durable, allowing Passport to create a new instance of the database from the snapshot whenever needed or desired. These snapshots can be stored in separate AZs, giving an additional protection against any potential system failure or overload. Daily offsite snapshots are taken of the entire Passport database.

Passport guarantees that its solution will have a 99.9% uptime.

Integrations

- **Multispace Meters** - The system must be able to communicate with the back office system of the existing multi-space meters. The system must have the following requirements:
 - Send each transaction to the existing back office system or a 3d party system as it happens in real time. *Comply.*
 - Accept transactions sent from the back office system or a 3d party system. *Comply.*
 - The participant must provide examples of data formats and delivery methods used to communicate transactions to and from external systems. *Comply.*
- **Enforcement** - The system must be able to communicate with any enforcement system. The system must have the following requirements:
 - Allow a device to query the payment status of a vehicle through its license plate number using an API provided by the vendor that is compatible with:
 - Android. *Comply.*
 - iOS. *Comply.*
 - Blackberry. *Comply.*
 - Windows Mobile. *Comply.*
 - A platform agnostic web service. *Comply.*
 - Allow a device to query a list of paid vehicles through a meter/block/zone ID. *Comply.*
 - Allow a license plate recognition system to query the payment status of a vehicle through its license plate number. *Comply.*
 - Pull or receive a list of license plate numbers flagged by law enforcement. *Comply.*
 - The system must be able to send an alert when a matching vehicle makes a parking transaction. *Comply.*

- **The participant must provide examples of their enforcement integration models with other clients. *Comply.***

Passport is a leader in integrated technology software for parking due to an open API, which integrates with all other providers in the City's ecosystem. Passport's solution uses a caching system that ensures the fastest transfer of data and system performance between providers, including Digital Payment Technologies, IPS, and CALE. Passport has the ability to push information to the meters meters, however, many meter providers charge per transaction for pushing data. To save the City money, Passport bypasses this step and pushes data directly to the citation enforcement issuance provider.

Passport recommends using its Citation Management Platform for the best quality service, but if the City has a different provider, Passport will work with that provider to deliver a seamlessly integrated experience. Passport is currently integrated with the following citation management software: Xerox, T2, Duncan Solutions, CivicSmart, Kelly & Ryan Associates, AIMS, UP Safety, Clancy Systems, Complus Data, Quatred, and VATS. If parking enforcement officers are not all equipped with an internet-connected issuance device, Passport will provide the City with its Park Monitor solution, which tracks all active parking sessions and is available via any Android device.



Enforcement Integration Examples

Example: Genetec Integration

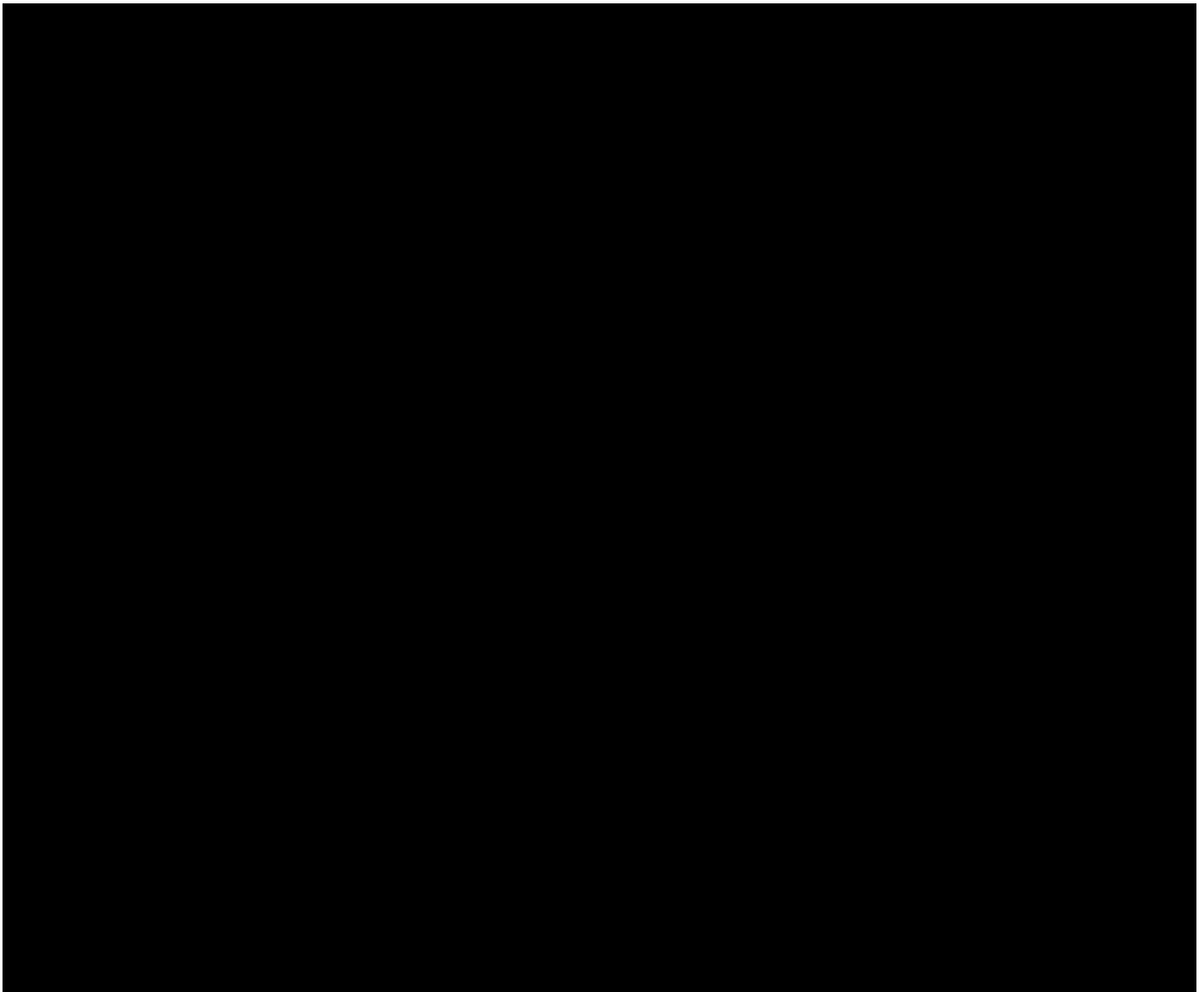
Passport maintains an existing integration with Genetec for LPR enforcement. With this integration, when a parker pays with the Passport app, parking rights are automatically synchronized with AutoVu mobile ALPR enforcement units. All information is passed in real-time, thereby decreasing the number of parking ticket disputes and increasing compliance in payment from parkers. Passport is able to meet this level of integration with other LPR technology providers with which the City already works.

Example: TurboData Integration

Passport maintains an active integration with TurboData whereby Passport sends real-time parking session data to the Android and Dolphin 99EX Honeywell handhelds and to the TurboData system for real-time monitoring of all parking session statuses. By pushing this information in real-time, TurboData the City will be able to monitor all parking sessions throughout the City.

Example: T2 Flex Integration

The Passport/T2 integration pushes all parking session statuses in real-time to T2 issuance devices. So long as the issuance device is connected to the internet or cellular data, it will receive parking session data immediately. The City's parking enforcement officers will be able to see whether a parking session is active or inactive and take the appropriate action. As it is not necessary for accurate enforcement, Passport does not push any monetary information to the T2 system.



Customer Service

- **End User Customer Service - The vendor must provide the following customer service to end users:**
 - **Live operators available 24/7 to create accounts and resolve issues.**
Comply.
 - **Language support for:**
 - **English.** Comply.
 - **Spanish (if available).** Comply.
 - **Customers looking to establish contact with a live operator must be provided the option at the start of a parking action.** Comply.
 - **Callers seeking a live operator must not be on hold for longer than 2 minutes.** Comply.
 - **Music and updated messaging must be provided during calls on hold.**
Comply.
 - **Customers looking to find parking must be provided a web-based or mobile app based map, or other method of locating metered parking.**
Comply.

The vendor must provide a customer support plan that includes projected call volumes and number of support staff available. Comply.

Passport supplies a variety of support through the application, website, and and telephone support. Parkers will have unlimited access to parking history and self help in the form of FAQs through the website and application. Additionally, Passport will provide live agent support from 8am-9pm EST Monday-Saturday and 12pm-9pm EST on Sundays. Outside of those hours, the parker will be able to call a dedicated call center, which will answer basic questions related to the application and flag any more serious issues to be handled by a Passport Customer Support representative the next day.

The extent of Passport's support will be limited to questions related to the application itself. Passport will not answer questions related to the City's parking operations and will direct any parkers with those questions directly to the City. Passport technical support will also not issue refunds, which are considered to be a business decision to be made by the City. However, Passport's technical support will void payments in truly duplicative situations, where the parker unintentionally started multiple parking sessions.

Passport strives to create an intuitive application that ought to reduce the number of technical support representatives required. As an example, Passport technical support has fielded only 75 calls for the City of Victoria, B.C. in the first 10 months of deployment. While Passport is able to handle multiple calls at once, this is rarely necessary.

- **NCPA Support - The vendor must provide the following services to NCPA:**
 - **Technical support during normal business hours of 8:30AM to 6:00PM (EST).** *Comply.*
 - **Engineering staff to perform development, testing, and deployment.** *Comply.*
 - **Response times of less than 30 minutes for urgent issues.** *Comply.*
 - **Resolution of urgent issues in less than 2 hours.** *Comply.*

The vendor must provide examples of development project plans and issue resolution processes with other clients. *Confirmed.*

After contract execution, the City will be introduced to Passport's operations team, which is comprised of Enterprise Implementation and Client Success. This team will be the liaison between the City and Passport, including all software engineers. The first call post-contract will be managed by the Regional Sales Vice President, David Singletary. David will introduce the mobile ticketing platform and the rest of the Passport team to the City's team. After this call the City's main points of contact will be its Project Manager and Client Success Manager, however, David will remain a secondary resource for the City, in the event he is needed.

After launch, the CSM will speak with the City on a monthly basis, at a minimum, to fully understand the state of affairs. During these calls, the CSM will also impart any roadmap updates or new features that may be beneficial to the City. Once a quarter, the CSM will conduct a system review with the City to ensure that the product meets or exceeds the needs of the City. Passport positions its CSMs to be the best resource for any City not only on all things Passport, but all things related to enforcement.

To address any critical problems or triaging any issues, the City will also have access to a dedicated Product Support Specialist (the "PSS"). The PSS is trained in solving most problems that the City may encounter and for any problem that is outside the scope of their training, the PSS will liaise with the software engineer that built the system. Any issues will be addressed immediately and should be resolved within 24 hours of notice. This support is available 24 hours a day, seven days a week. Depending on the severity of the issue, Passport will respond as follows:

Priority 1 – Critical Problems: If the service is experiencing problems that crash the system completely, leads to data corruption, cause major functions or features to fail to operate, or are otherwise significant, material, and substantive. Passport will provide an error notice for such problems within fifteen (15) minutes of Provider's receiving notice of such error and dedicate resources on a continual, best efforts basis to correct the problem within one (1) hour of receipt of the Error Notice. Passport will provide the City status reports every one (1) hour, or more frequently if requested by the City, until the problem has been corrected.

Priority 2 – Medium Impact Problems: If the service is experiencing problems that cause significant delays or cause minor functions or features to fail to operate that is substantive, but not material. Provider shall provide an Error Notice for such problems within one (1) hour of Provider's receiving notice and shall work during normal business hours and use reasonable commercial efforts to correct the problems within six (6) hours of receipt of the error notice. Passport will provide the City status reports every one (1) hour, or more frequently if requested by the City, until the problem has been corrected.

Priority 3 – Low Impact Problems: If the service is experiencing problems that cause minor delays, but do not inhibit the ability to use the service and are neither substantive nor material. Passport will provide an error notice for such problems within one (1) hour of Provider's receiving notice and shall work during normal business hours and use reasonable commercial efforts to correct the problems within one (1) day of receipt of the error notice. Passport will provide the City status reports every one (1) hour, or more frequently if requested by the City, until the problem has been corrected.

All technical and operational support items should follow the outlined procedure:

Phone:

- Immediately call (980) 939-0990 for Technical Product Support
 - If an email response or phone call does not occur within under 5 minutes call any of the secondary support numbers, which go directly to support engineers

Email:

- The City may email Passport at any time and will receive a response as soon as possible.
 - Parker support: support@passportinc.com

- o City support: help@passportinc.com

Training

The vendor must provide training to personnel designated by NCPA and cooperating agencies in the following areas:

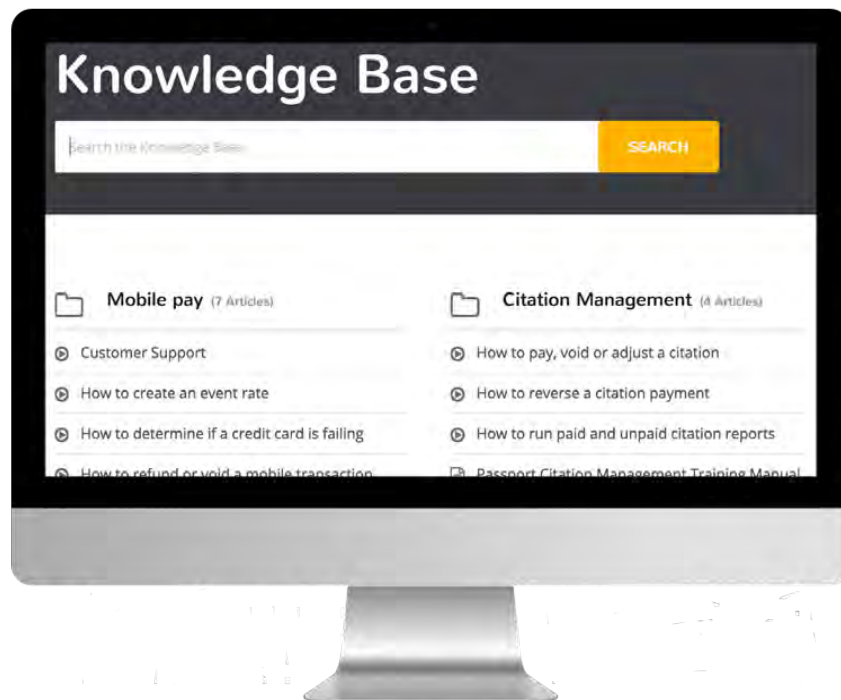
- **Use of payment methods.** *Comply.*
- **Use of any websites designed for users and administrators.** *Comply.*
- **Use of any enforcement tools.** *Comply.*

The vendor must also provide training for end users, including, but not limited to a frequently asked questions (FAQ) section and/or instructional videos on the vendor's website. *Comply.*

During implementation, Passport will train City administrators on how to best utilize the backend system, Operator Management ("OpsMan"). During that training, the City will learn all of the different ins and outs of the system and be prepared to take over operations after launch. Passport also understands that it's easy to forget things that aren't always in front of you and so it created Knowledge Base.

Knowledge Base is an online repository of training videos, online forums, and training materials, all of which are updated along with the software. Using Knowledge Base, City administrators will be able to chat with other OpsMan administrators in other cities to work through common problems; watch short training videos on new and old functionality; and access training manuals for each of Passport's products.

Passport's Client Success Managers ensure that this information is updated regularly. If, for whatever reason, Knowledge Base does not address the City's concern, the Client Success Manager is always on hand to resolve issues as needed. Please see page 103 for training materials.



Deployment

The vendor must provide examples of deployment plans with other clients that include the following:

- Development schedule.
- Testing schedule.
- Roll out schedule.
- Marketing schedule.
- Training Schedule.

The participant must provide a tentative deployment schedule for NCPA that includes all services.

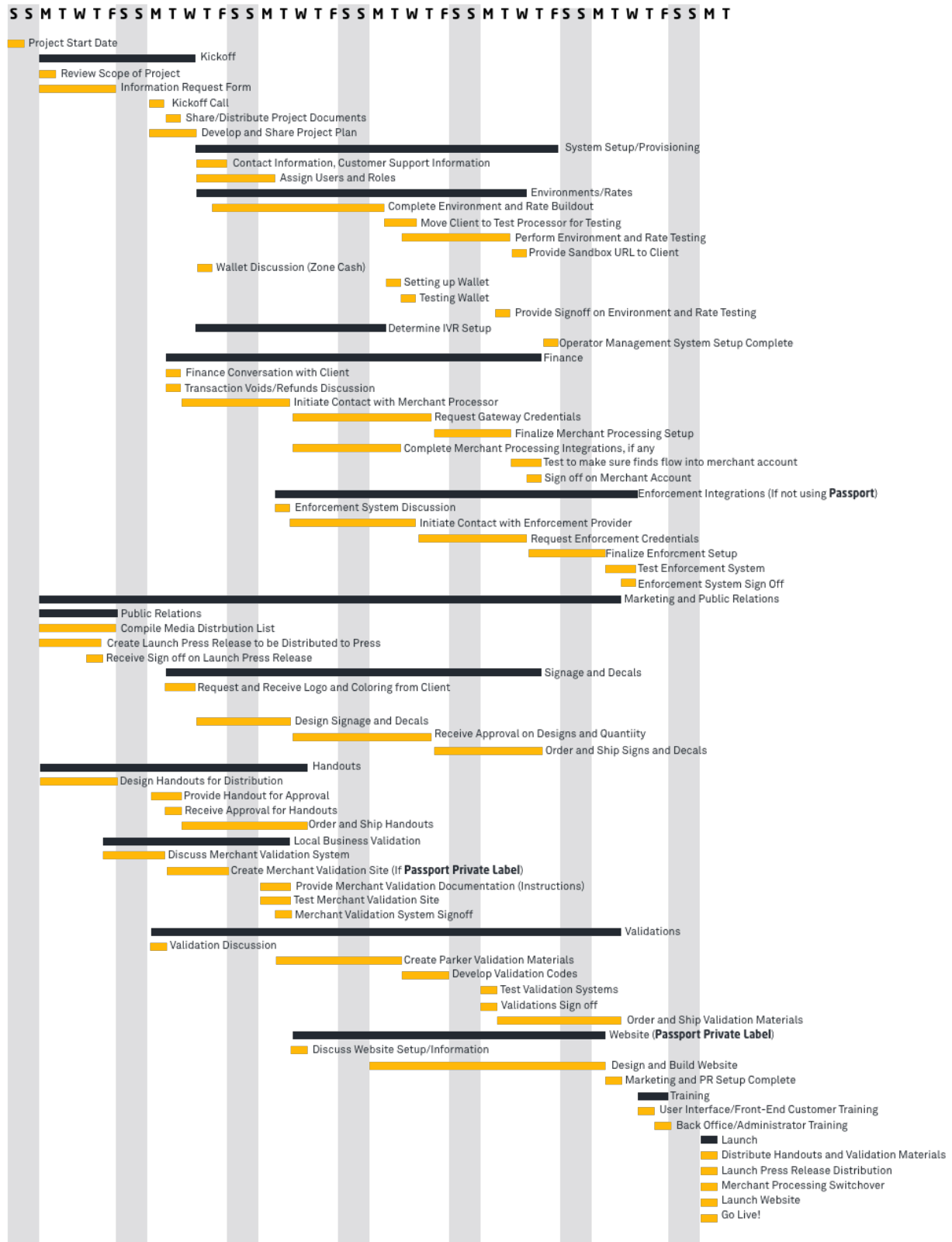
PROJECT MILESTONES	DURATION (DAYS)	DAYS AWAY FROM LAUNCH
KICKOFF	10	43
review of current environment	2	43
kickoff call	0	39
request for additional information	4	38
develop project plan	2	31
distribute project schedule & documents	0	30
follow-up call if needed	0	30
SYSTEM SETUP/PROVISIONING	13	29
contact and customer support information	2	29
assign users and roles	3	25
ENVIRONMENT SETUP	12	28
complete environment and rate buildout	5	28
<i>provide testing link to client</i>	1	21
perform environment and rate testing	5	17
<i>client signoff on environment and rate testing</i>	0	11
DETERMINE IVR SETUP	4	24
establish main phone number	1	24
develop calling tree script	2	23
<i>deliver calling tree script for signoff</i>	0	22

<i>client signoff on IVR system</i>	0	21
CUSTOM INFORMATION	4	18
develop terms and conditions, privacy policy, and FAQ	4	18
custom wording for specific emails	1	18
receipts	1	18
wallet Loads	1	18
expiring credit cards	1	18
Operator Management System Setup Complete		
PARKING PAYMENT INTEGRATION	7	22
initiate contact with parking device/enforcement provider	1	22
request and receive device credentials	3	21
finalize integration setup	2	16
test parking system	1	14
<i>client sign off on parking payment system integration</i>	0	14
FINANCE	16	35
finance conversation with client	1	35
transaction voids	1	35
refunds	1	35
wallet	1	35
wallet setup	2	32
initiate contact with Merchant Processor	5	32

request gateway credentials	5	25
finalize merchant processing setup	3	18
test flow of funds to merchant account	2	15
<i>client sign off on merchant account</i>	0	14
MARKETING AND PUBLIC RELATIONS	22	32
decals and signage	21	32
discuss size and content	3	32
design decals and signage	5	29
<i>send proofs to client for approval</i>	1	22
<i>client sign off on decals and signage</i>	0	22
confirm quantity	2	21
place order	2	21
receive shipment	10	17
public relations	10	18
compile media distribution list	5	18
draft pre-launch press release	4	11
<i>client sign off on pre-launch press release</i>	0	8
distribute pre-launch press release	1	7
create launch press release	4	11
<i>client sign off on launch press release</i>	0	8

validation	14	22
validation discussion with client	1	22
create parker validation materials	4	14
develop validation codes in system	3	8
test validation system	1	3
<i>client sign off on validations</i>	0	3
handouts	17	25
design handouts for distribution	5	25
<i>send handouts to client for approval</i>	2	18
<i>client sign off on handouts</i>	0	3
receive handouts	0	3
Marketing and PR Setup Complete		
EXISTING MOBILE PAY PROVIDER	9	11
contact provider for user accounts	5	11
change any reference of existing provider	5	7
verify all information has been removed	0	0
TRAINING	2	2
move client to test merchant account for training	1	2
user interface and front end customer training	1	1
back office and administrative training	1	1

LAUNCH	3	3
distribute handouts and validation materials	1	0
distribute launch press release	1	0
merchant processing switchover	1	0
launch website	0	3
GO LIVE		
POST LAUNCH FOLLOW UP	7	
management checkins	7	
TOTAL CALENDAR DAYS		43
TOTAL WORKING DAYS		32



Additional Integrated Services

The vendor must incorporate additional integrated services and pricing to their proposal, including but not limited to:

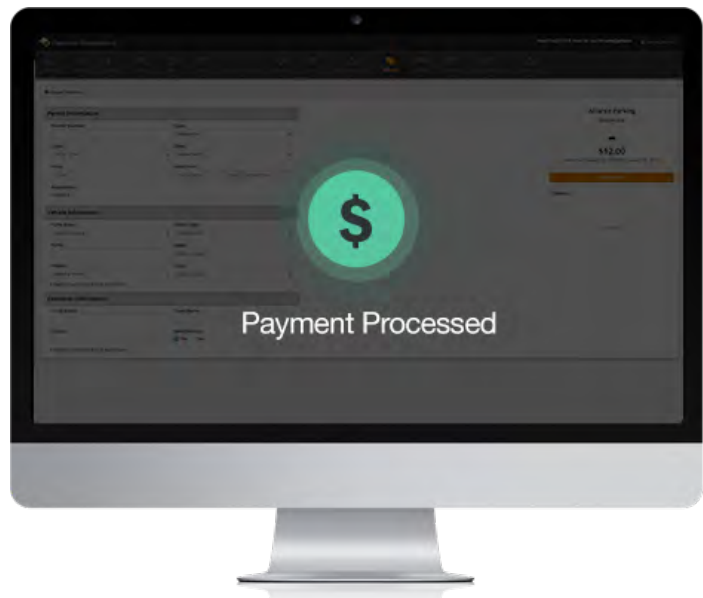
- **Digital virtual permit management system for monthly, residential, visitor, and other parking related permits:**
 - **The whole lifecycle of a permit must be automated.** *Comply.*
 - **Registration, application, auto-renewal payments, approval (if applicable), and issuance must be performed online.** *Comply.*
 - **Permits can be assigned to the vehicle's license plate number, send to the permit holder's smart phone or other mobile device or printed at home.** *Comply.*
 - **Online personal account for permit holder to update information and manage their account.** *Comply.*
 - **Waiting list and mass email functionality.** *Comply.*

Passport's Digital Permit Platform ("DPP") delivers an end-to-end digital solution to manage and enforce parking permits throughout the City. DPP was built in conjunction with Passport's Citation Management Platform and informed by Passport's experience with public and private parking operations. The result is a digitally enforceable permitting system, that is able to manage the entire application process, including uploading eligibility documents and managing a wait list.

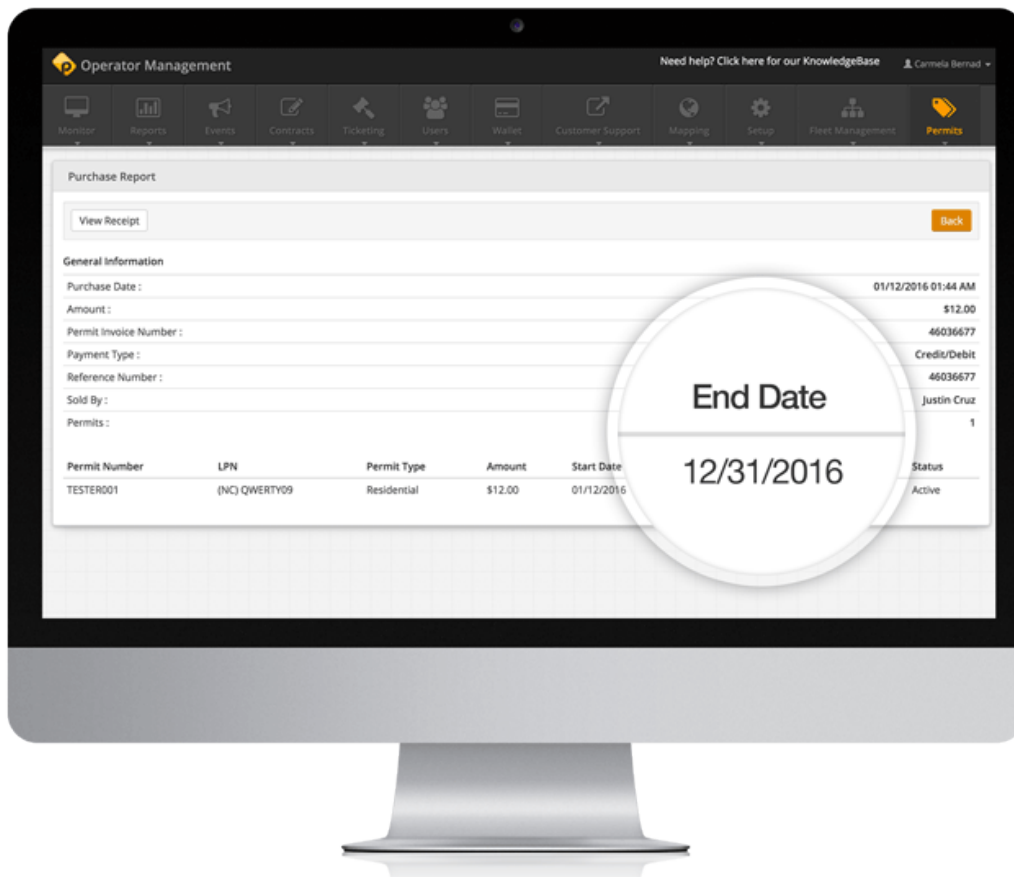
Cloud-Based Solution

Permits Built for Speed

Passport's DPP allows the City to issue, track, and manage a range of permits, including all parking permits for residents, guests, employees, and temporary one-time permits. From the backend system, Operator Management ("OpsMan"), the City will be able to control all required credentials, such as permit name, price, customer name, vehicle limit, license plate number ("LPN"), residence verification, email address, and more.



Passport's DPP solution enables cities to have a point of sale in municipal facilities or through a client-facing portal. OpsMan allows for total report generation by the City, including permit revenue, permits in use, and purchase reports. With so much data available, the City will be able to track and analyze everything from issuance to expiration dates.



Sole Sourced Solution

Passport's DPP was built along side its Mobile Payment for Parking and Citation Management platforms, giving the City a wider breadth of optionality for its permitting system. By combining Passport's private label mobile parking application and DPP, the permit application will tie into the parking application. This gives a native feel to the application that the parker is already accustomed to. Additionally, the permit applicant will have a tokenized payment record, which allows the system to pass the parker's payment credentials from the Mobile Pay application to the permitting portal.

Passport is the only digital solution on the market that allows for multi-vehicle permitting, when the City also implements Passport's Citation Management Platform. With this solution, the same family or household can register multiple vehicles for use of the same permit. Using Passport's Citation Management Platform, when a member of a household parks their car in the City, the parking enforcement officer will run the LPN against the database and mark the permit as valid and in-use. If another car from the same household parks in the City without paying for parking, the database will notify the parking enforcement officer that the permit is already in use and to issue a citation.

Powerful Features

Enforce with Accuracy

Passport partners with leading License Plate Recognition services that increase the speed and accuracy of enforcement with seamless integrations. After a permit has been issued, all relevant data will be pushed to the City's Citation Management Platform. If the City is using Passport's Citation Management Platform, a parking enforcement officer will have the benefit of a dynamic system, which allows the parking enforcement officer to easily search through the database for an LPN; because the system is dynamic, the pool of eligible vehicles becomes smaller with each additional digit. If the LPN is attached to a permit, the parking enforcement officer will be able to view the permit within the software and know that there is no violation warranting a citation.

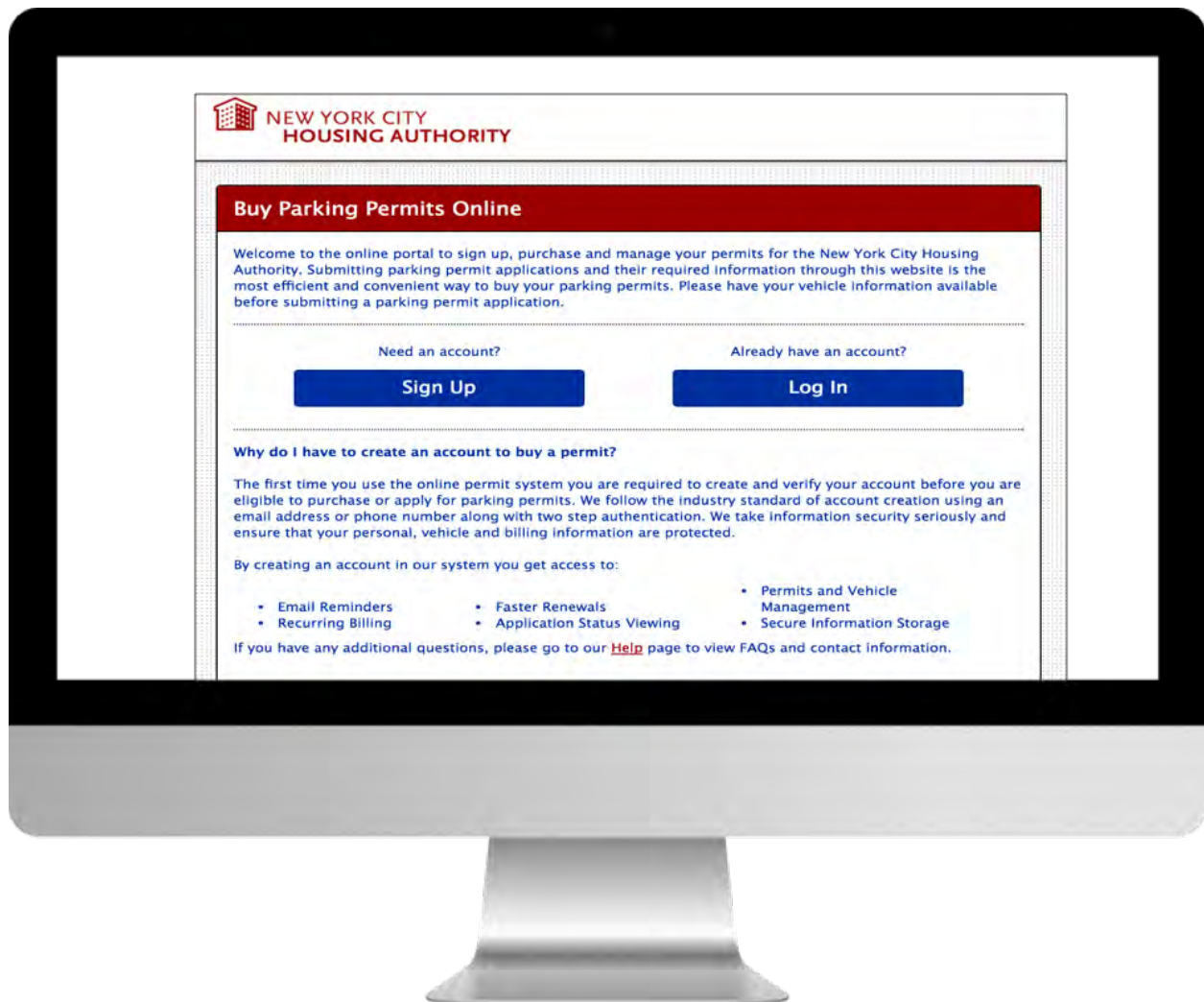
Branded Application and Payment Portal

The permit application page for DPP is a custom-branded, mobile-optimized secure payment portal, RMCPay. The City will select a custom graphic and color scheme to be used as the background of the portal and the URL will be an addition to the City's parking website. The permit applicant will login to RMCPay with the same phone number and email address they use to pay for parking through the Mobile Payment application.

RMCPay will be the applicant's dashboard to manage their permits. The permit applicant will be able to see all permit information from the portal, see how many permits are available in a given zone, apply for permits, and track their position on a wait list. When applying, the permit applicant can use that day's date or a future date. If the date is not at the beginning of a payment cycle, the City may choose to pro-rate the cost of the permit to either the day, month, or quarter.

If the permit requires proof of residency or other eligibility, the permit applicant will upload documents directly to RMCPay, which will be available for review by the City in OpsMan immediately. The permit applicant will not be required to pay for the permit until after they have been approved by the City. When a City administrator verifies the permit applicant's eligibility, they will update the permit applicant's status, which will automatically send an email notification to the applicant to return to RMCPay to complete their permit application.

If a permit applicant is wait listed for a particular zone, they will be able to monitor their status within RMCPay. The City can configure the system to determine whether the applicant can see their specific number on the list or just that they are still waitlisted. The City will also be able to manage the wait list order and override the wait list from OpsMan. Once a permit becomes available, the permit applicant will receive an email notification and direction to complete their permit. The City can configure this process to limit the amount of time that the permit applicant has to complete payment of their permit before losing the opportunity.



- **Central database repository for aggregated parking data (analysis), central enforcement and integration of several parking methods and technologies, such as much not limited to:**
 - **Mobile payments for parking system.** *Comply.*
 - **Pay by plate (multi-space meter).** *Comply.*
 - **Digital permit management system.** *Comply.*
 - **Enforcement.** *Comply.*

Passport's backend system, OpsMan, will collect all data from the Mobile Payment Platform and any other integrated system, including multi-space meters, digital permitting, and enforcement. If the City elects to implement Passport's Digital Permitting and Citation Management Platforms in conjunction with the Mobile Payment Platform, all of the data will automatically be aggregated within OpsMan from the date of launch and available for analysis and queries immediately. By implementing the enterprise suite of Passport products, the City will not only have a single backend system for its use, but it will be able to

release a single front-end application to handle parking payments, permit applications, and paying for citations. This single source application will allow the parker to use the same tokenized and stored payment method to pay for permits and citations as it does to pay for parking.

- **Access for mobile payment users to gated parking facilities via:**
 - **QR code, either ia scanning within a mobile app or scanning at the gate.** *Comply.*
 - **Near Field Communication (NFC).** *Comply.*
 - **RFID or Proximity Cards.** *Comply.*
 - **License Plate Recognition (LPR).** *Comply.*

Passport is built on an open API, which allows it to seamlessly and easily integrate with any other software provider in the City's ecosystem. If the City has the hardware technology for QR Code Scanning, NFC, RFID, or LPR, Passport can integrate with those mechanisms. Additionally, Passport has created two different features that the City will have access to in parking garages. The first is a sPark and the second is Passport's

sPark

sPark is an automated parking experience for registered Passport parkers. This feature allows parkers to park in a garage without having to stop at a pay station. A registered parker's license plate number ("LPN") will be picked up by license plate recognition technology ("LPR") once they enter the garage, which will initiate the session. When the parker leaves and the LPR reader is no longer able to detect the LPN, the session will stop automatically. The parker's registered form of payment will not be charged until after the session is complete.

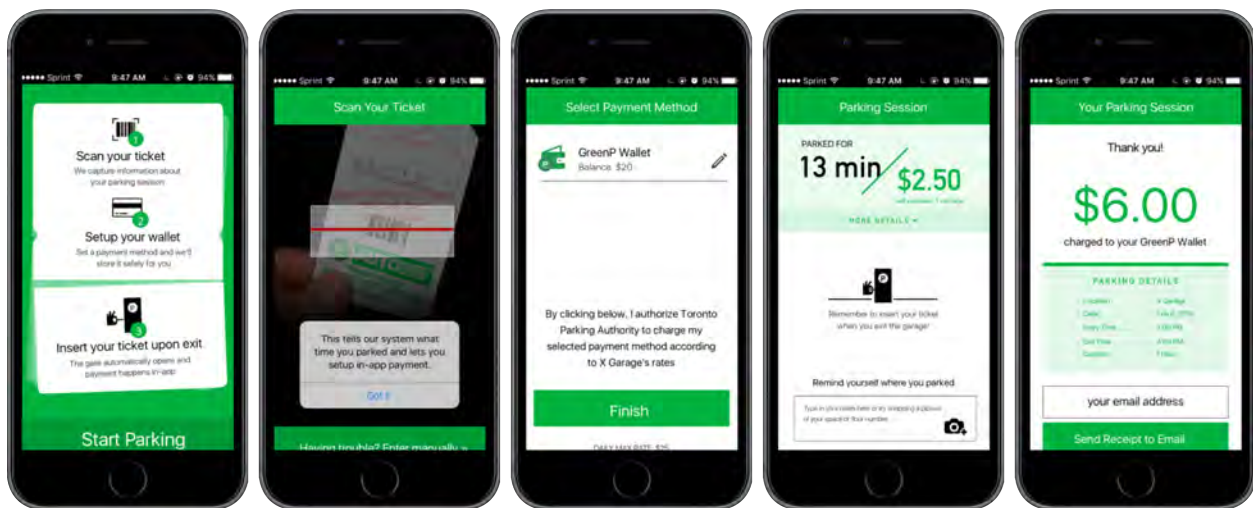
To register for this program, a parker will save vehicles to their account, by LPN, as well as select a default payment method. When the vehicle enters the garage, the LPR will scan the LPN and run the number against Passport's list of registered parkers. If the LPN is connected to a registered parker, Passport's backend system will confirm the payment method and begin the parking session. The status of this parking session will be automatically pushed to the enforcement software to ensure accurate enforcement.

To take full advantage of this feature, the City will have to install LPR cameras throughout the non-gated parking garages that it controls so that every parking bay is monitored. Passport integrates with several LPR providers already and will be happy to suggest a provider if the City wishes to purchase new LPRs.

An added bonus of this functionality is targeted enforcement. By utilizing LPR technology within an enclosed space, Passport's system is able to detect exactly where a vehicle is located within the garage. If a parker is not registered with sPark and hasn't otherwise initiated a parking session, Passport can send targeting information to the enforcement software after the City-specified grace period has expired.

Mobile Pay Station

For gated garages and surface lots, Passport has created its Mobile Pay Station function. With this feature, a parker will take a ticket to enter the lot and raise the gated arm. Once in the lot, the parker will scan the ticket using the Passport application. After the ticket is scanned, the parker then selects which payment method they would like to use to pay for parking. When the parker leaves the garage they will insert their ticket as usual, but instead of having to pay, the machine will communicate with Passport's app and charge the parker for the length of their stay. This Mobile Pay Station releases the parker from visiting a pay station before leaving or having to pull out a credit card when leaving.



- **Electrical Vehicle Charging.** [Comply.](#)

Passport's system is built on an open API, making it easy to integrate with any other software providers in the City's ecosystem. Most Electrical Vehicle Charging companies, like ChargePoint, charge for the parking session as opposed to charging for the actual charge, which would not require additional integration. However, if the City does charge the customer to use the charging station, Passport will integrate with any provider of the City's choosing.

- **Event permit system, either via mobile payments for parking system (temporary event rate override of regular parking rates).** [Comply.](#)

Within OpsMan, the City will have access to Passport's Rate Builder function. Rate Builder allows a City administrator to easily edit, add, or delete an existing rate structure as well as establish conditions for specific rates.

If there is a special event in the City, the City will be able to set special rates for specific lots. From the OpsMan dashboard, the administrator will navigate to the "Events" tab and select either "Manage Venues" or "Manage Rates." From this screen, the City will input information related to the event, including starting and ending date and time. The City will also have the option of make certain zones free during this time or accepting permits during the event.

This information will update in real time to the Passport Mobile Payment app and OpsMan, giving all parkers and parking enforcement officers access to the most recent rates.

- **Integrations with all major meter equipment, ticket software applications and sensor technology providers.** **Comply.**

Passport operates on an open API, meaning that it is able to integrate easily with almost any other software provider, including multi-space meters, parking enforcement, and sensor technology. Passport currently maintains integrations with more than 25 companies related to parking enforcement, LPR technology, and multi-space meters and will work with the City to add to this list. Additionally, Passport operates its own citation management solution, which the City can implement for the best experience for mobile payment and enforcement.

Integrated Mobility Management Platform

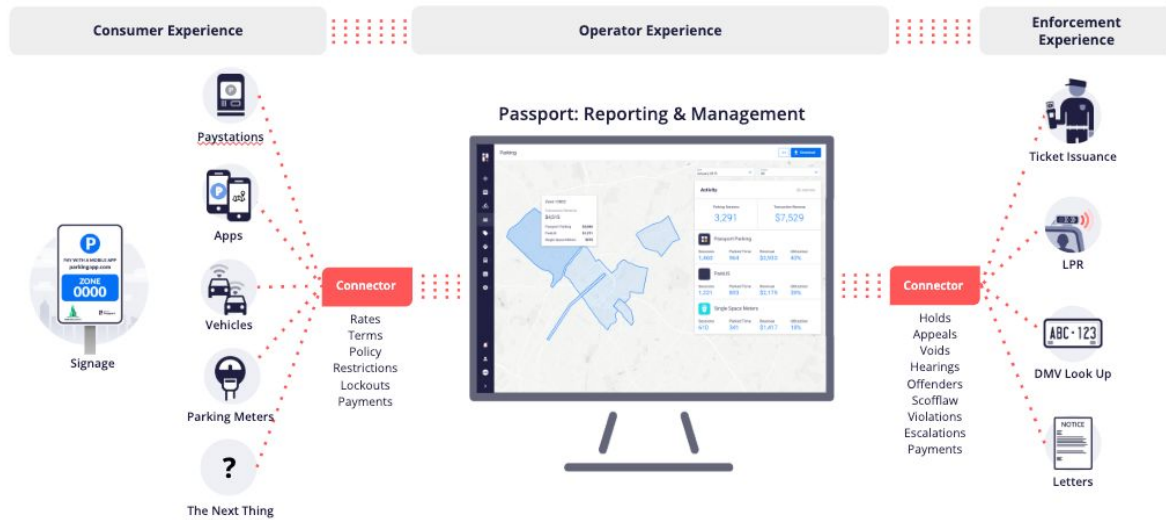
The parking industry has reached an inflection point. Ecosystems of loosely coordinated vendors no longer serve the goals and aspirations of parking departments, which manage valuable and high-leverage curbside assets in complex urban mobility systems. The number of ways to pay to park is proliferating, with multiple tenants (vendors) supplying ways to pay to park in the same areas. This fosters innovation and optionality for those paying to park, but creates an increasingly complex environment to manage. Many new methods of payment are emerging on the horizon, including popular providers who aren't traditionally active participants in the parking industry such as navigation app makers, vehicle in-dash systems, lifestyle applications, and similar.

Effective management of a multi-tenancy parking environment requires comprehensive coordination within a parking vendor ecosystem, deeper data insights about curbside behavior, and more effective tools for operators to manage their curbside operations.

Most of the coordination challenges converge on two core needs: the need to push consistent policies *out*, and the need to pull activity records *in*. These two functions create a virtuous cycle for improving the parking system, and effectively amount to a shared 'operating system' for curbspace.

Passport's offering is composed of a few key components:

- A set of highly available **cloud-based APIs** that allow any technology provider to integrate into one or more client environments. Documentation, integration guides, and other supporting resources are publicly available.
- A network of **integrated technology providers**.
- A **comprehensive back-office** for reporting and management. Data from all partners are stored in a consistent format that's easy to export in a variety of formats or via API.
- Integrated **payment processing** that simplifies funds flow in a many-partner environment.
- (Optional) Vendor-neutral **signage packages**.



At present, Passport currently supports over 100 individual applications on its infrastructure across North America and the UK in cities of scale including Chicago, London, Portland, Boston, and Toronto, including payment infrastructure for 600+ municipal and private parking clients that powers their user-facing applications.

Value Added Products and Services

Citation Management Platform

Passport's Citation Management Platform ("CMP") delivers a flexible and dynamic solution to your parking system. Built on Passport's industry-leading enterprise platform, the City can easily take advantage of cloud-based software technology to streamline services, reduce time and cost, and increase collection rates.

Parking enforcement officers are able to see real-time information on lightweight mobile devices that automatically send data to backend software for a complete view of operations. Passport's CMP is built on the Android operating system, which benefits the City in two ways: first, Android products are more cost effective than large, expensive handhelds or Apple products; and second, updates to the product do not require expensive hardware retrofits, nor does it take weeks for the app store to approve each update as Apple does. Passport's commitment to continuous innovation leads to frequent enhancements and upgrades, pushing each update to the system in a matter of hours or days, depending on the needs of the City.

Automated Process

Ticket Issuance

Passport's ticket issuance software, OpsMan Mobile, is build on the Android Operating System. Parking enforcement officers are able to take advantage of lightweight mobile devices that are connected in real-time to the backend management portal. Each parking enforcement officer can have their own account and ticket flow can be configured to meet the specifications of the City.

More than Just Issuance

Passport's Citation Management Platform offers both flexibility and efficiency to the City's operations. No two operations are the same, so Passport designed its platform to adapt to each city's unique requirements. The CMP offers the following robust feature set to help improve the City's operations:

- Monitoring and electronic chalking
- Issuance flow and data collection
- Reporting incidents in the field
- Adding custom notes and pictures to violations
- Formatting and content of printed violations
- Real time notifications for scofflaw, boot, and tow eligibility
- Reprinting tickets in the field
- Automatic generation of delinquency notifications
- A Mobile friendly payment portal
- A complete appeals process

Flawless Integration

Passport seamlessly integrates with a variety of systems and fully supports the implementation process with a dedicated expert team of engineers. Using real-time and batching capabilities, Passport's CMP integrates easily with other systems to allow for continuous development of new integrations and to meet the future needs of the City's operations.

Increase Collection Yield

Real Time Data

All parking data housed in the Passport system is available in real time, giving the City complete confidence in monitoring mobile and meter payments and dramatically reducing the time it takes to manage handwritten processes.

Once a violation is issued, all information is uploaded immediately and made available for payment. This means that violators are able to view and pay their violations quickly. Ease of payment means more violations are paid in a timely, efficient manner.

Data Analytics

With a cloud-based backend system, the City gets full access to the wealth of data generated when issuing citations. Reports can be run giving a 50,000 foot view of all transactions in the last year or drilling down to a single parking enforcement officer's activities in a particular lot on a particular day. The reports can be scheduled to run daily, weekly, or monthly, giving the City a constant view of the current state of operations. With all of this data at your fingertips, the City can make decisions backed by a wealth of data and analytics.

Mobile Payment for Transit

Passport's mobile ticketing solution is an enterprise platform providing agencies with mobile technology that improves the rider experience, allowing riders to plan, track, and pay for their trip in one simple, secure app. Eliminate the need for costly hardware and gain deep insights into rider patterns with data analytics. Transit agencies can choose between visual inspection of rider's tickets or Passport can easily integrate with a variety of hardware partners.

Mobile Ticketing for Smart Cities

The Agency's point of sale is now everywhere riders are. Mobile ticketing is a cost effective solution that brings speed and efficiency to the system, while delivering easy and simple solutions customers have come to expect in a mobile world.

Plan. Track. Pay.

With Passport's mobile ticketing technology, the entire transportation experience is at each rider's fingertips. Riders can plan their trip, track their travel options in real time, and complete ticket purchases all from their smartphone.

When a rider first opens the app, they will be greeted with a native map that is designed to help those riders that are in a rush, need help finding the best route to their destination, or don't want to register with the app immediately. The following is a walkthrough on how Passport has addressed the needs of riders:

Plan: Passport is integrated with Google Transit, whereby the rider will enter their start and end destination and Google Directions will return available route options. Riders will then plan their route, including walking, transit route, and travel time to meet their individual needs.

Track: Passport integrates with your system's pre-existing real-time feed to provide a real-time bus location overlay on top of Google Maps. Riders will use this information to determine where their bus is currently and when it will arrive at their destination.

Pay: Once the rider has planned and tracked their mode of transportation, they will also be able to purchase the ticket directly from their smartphone. The tickets will be stored in the rider's "Ticket Manager" until they are used or expire. Once the ticket is validated by the transit agency or expires, the ticket will no longer be available in the Ticket Manager.

Registration

All Passport solutions are configured so that the user receives all pertinent information prior to purchasing anything. Potential riders are able to plan and track their trip before they are ever prompted to pay. When a rider decides to purchase a ticket using the Passport app, they will be asked to enter payment information. This information will be tokenized and encrypted for security purposes, but will remain associated with the account, allowing the rider to have a seamless experience the next time they opt to purchase a ticket through the app.

Ticket Manager

After a ticket is purchased, it will be accessible in Ticket Manager along with all other active tickets. Each available ticket will show up in a list format. When a rider selects a ticket to use, they will be prompted to confirm that ticket, thereby reducing the number of unintentionally activated tickets. Once the ticket has been validated or time has expired, the ticket will no longer be available within Ticket Manager.

Fare Validation

Passport's Mobile Payment for Ticketing app allows for both visual and electronic validation. Each ticket will have a dynamic QR code and time and date stamps. The Agency can elect to validate tickets through visual inspection, where a fare inspector will confirm the moving QR code, the current date and time, and the fare type (i.e., student or senior citizens). If the Agency has the appropriate hardware, the Passport app is equipped with QR code, BLE, and NFC scanning capabilities. Currently, NFC scanning is only available through Android devices. The electronic validator can either be mounted or handheld, allowing the fare inspector to walk throughout the vehicle, validating individual tickets.

Passport's electronic validation has been tested and approved to perform transactions in under 500ms. Additionally, Passport's system can handle over 2 billion transactions per year, with no impact on performance. All Passport systems are designed for continuous performance, ensuring that every user has a consistently positive experience.

Eligibility Programs

Strengthen rider loyalty and grow ridership with flexible eligibility programs. Easily integrate the Agency's existing programs and offer riders only the passes they are eligible to purchase. Passport's mobile program options help reduce fraud so that riders cannot share passes. Best of all, the Agency can quickly set up programs and fare types and see data on purchase volumes by program.

Data Analytics

Through Passport's backend system, Operator Management ("OpsMan"), the Agency will have access to a powerful SaaS data and operations tool that empowers decision makers with business intelligence.

Better Communication: Send updates, notifications, schedules, and advertising to riders. Agencies can gain feedback from riders, creating a continuous feedback loop for future improvements.

Better Control: Passport's flexible platform allows the Agency to make changes in the system in real-time. Easily create and edit fare structures, eligibility programs, and manage roles from one central dashboard.

Unified View of Operations: Gain insights with accurate reporting for increased efficiency and improved ROI. Everything is in the Agency's control, including customized configurations based upon the Agency's unique policies.

Required Documents

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	PassportParking, Inc.
Print Name	Khristian Gutierrez, CBDO
Address	427 Tatnall Street, Ste 27927
City, State, Zip	Wilmington, DE 19801-2230
Authorized signature	
Date	October 27, 2016

Contractor Requirement

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature



Date

October 27, 2016

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (4) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	PassportParking, Inc.
Address	427 Tatnall Street, Ste. 27927
City/State/Zip	Wilmington, DE 19801-2230
Telephone No.	(302) 543-2882
Fax No.	(888) 804-1783
Email address	rtp@passportinc.com
Printed name	Khristian.Gutierrez@passportinc.com
Position with company	Chief Business Development Officer
Authorized signature	

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agency's policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - 1) The copyright in any work developed under a grant or contract; and
 - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance Provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this

Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirement of said statutes:

Nationwide: http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other States: Cities, Towns, Villages, and Boroughs

No.	Cities, Towns, Villages and Boroughs in Oregon	No.	Cities, Towns, Villages and Boroughs in Oregon
1	CEDAR MILL COMMUNITY LIBRARY	58	CITY OF PHOENIX
2	CITY COUNTY INSURANCE SERVICES	59	CITY OF PILOT ROCK
3	CITY OF ADAIR VILLAGE	60	CITY OF PORT ORFORD
4	CITY OF ALBANY	61	CITY OF PORTLAND
5	CITY OF ASHLAND	62	CITY OF POWERS
6	CITY OF ASTORIA OREGON	63	CITY OF REDMOND
7	CITY OF AUMSVILLE	64	CITY OF REEDSPORT
8	CITY OF AURORA	65	CITY OF RIDDLE
9	CITY OF BEAVERTON	66	CITY OF SALEM
10	CITY OF BOARDMAN	67	CITY OF SANDY
11	CITY OF BURNS	68	CITY OF SANDY
12	CITY OF CANBY	69	CITY OF SCAPPOOSE
13	CITY OF CANNON BEACH OR	70	CITY OF SEASIDE
14	CITY OF CANYONVILLE	71	CITY OF SHADY COVE
15	CITY OF CENTRAL POINT POLICE DEPARTMENT	72	CITY OF SHERWOOD
16	CITY OF CLATSKANIE	73	CITY OF SPRINGFIELD
17	CITY OF COBURG	74	CITY OF ST. PAUL
18	CITY OF CONDON	75	CITY OF STAYTON
19	CITY OF COOS BAY	76	CITY OF TIGARD, OREGON
20	CITY OF CORVALLIS	77	CITY OF TUALATIN, OREGON
21	CITY OF COTTAGE GROVE	78	CITY OF WARRENTON
22	CITY OF CRESWELL	79	CITY OF WEST LINN/PARKS
23	CITY OF DALLAS	80	CITY OF WILSONVILLE
24	CITY OF DAMASCUS	81	CITY OF WINSTON
25	CITY OF DUNDEE	82	CITY OF WOOD VILLAGE
26	CITY OF EAGLE POINT	83	CITY OF WOODBURN
27	CITY OF ECHO	84	CITY OF YACHATS
28	CITY OF ESTACADA	85	FLORENCE AREA CHAMBER OF COMMERCE
29	CITY OF EUGENE	86	GASTON RURAL FIRE DEPARTMENT
30	CITY OF FAIRVIEW	87	GLADSTONE POLICE DEPARTMENT
31	CITY OF FALLS CITY	88	HOUSING AUTHORITY OF THE CITY OF SALEM
32	CITY OF GATES	89	KEIZER POLICE DEPARTMENT
33	CITY OF GEARHART	90	LEAGUE OF OREGON CITIES
34	CITY OF GERVAIS	91	MALIN COMMUNITY PARK AND RECREATION DISTRICT
35	CITY OF GOLD HILL	92	METRO
36	CITY OF GRANTS PASS	93	MONMOUTH - INDEPENDENCE NETWORK
37	CITY OF GRESHAM	94	PORTLAND DEVELOPMENT COMMISSION
38	CITY OF HAPPY VALLEY	95	RAINIER POLICE DEPARTMENT
39	CITY OF HILLSBORO	96	RIVERGROVE WATER DISTRICT
40	CITY OF HOOD RIVER	97	SUNSET EMPIRE PARK AND RECREATION
41	CITY OF JOHN DAY	98	THE NEWPORT PARK AND RECREATION CENTER
42	CITY OF KLAMATH FALLS	99	TILLAMOOK PEOPLES UTILITY DISTRICT
43	CITY OF LA GRANDE	100	TUALATIN VALLEY FIRE & RESCUE
44	CITY OF LAKE OSWEGO	101	WEST VALLEY HOUSING AUTHORITY
45	CITY OF LAKESIDE	No.	Counties and Parishes
46	CITY OF LEBANON	1	ASSOCIATION OF OREGON COUNTIES
47	CITY OF MALIN	2	BENTON COUNTY
48	CITY OF MCMINNVILLE	3	CLACKAMAS COUNTY DEPT OF TRANSPORTATION
49	CITY OF MEDFORD	4	CLATSOP COUNTY
50	CITY OF MILL CITY	5	COLUMBIA COUNTY, OREGON
51	CITY OF MILLERSBURG	6	COOS COUNTY HIGHWAY DEPARTMENT
52	CITY OF MILWAUKIE	7	CROOK COUNTY ROAD DEPARTMENT
53	CITY OF MORO	8	CURRY COUNTY OREGON
54	CITY OF MOSIER	9	DESCHUTES COUNTY
55	CITY OF NEWBERG	10	DOUGLAS COUNTY
56	CITY OF NORTH PLAINS	11	GILLIAM COUNTY
57	CITY OF OREGON CITY	12	GILLIAM COUNTY OREGON
		13	GRANT COUNTY, OREGON
		14	HARNEY COUNTY SHERIFFS OFFICE

15	HOOD RIVER COUNTY
16	HOUSING AUTHORITY OF CLACKAMAS COUNTY
17	JACKSON COUNTY HEALTH AND HUMAN SERVICES
18	JEFFERSON COUNTY
19	KLAMATH COUNTY VETERANS SERVICE OFFICE
20	LAKE COUNTY
21	LANE COUNTY
22	LINCOLN COUNTY
23	LINN COUNTY
24	MARION COUNTY , SALEM, OREGON
25	MORROW COUNTY
26	MULTNOMAH COUNTY
27	MULTNOMAH COUNTY
28	MULTNOMAH LAW LIBRARY
29	NAMI LANE COUNTY
30	POLK COUNTY
31	SHERMAN COUNTY
32	UMATILLA COUNTY, OREGON
33	UNION COUNTY
34	WALLOWA COUNTY
35	WASCO COUNTY
36	WASHINGTON COUNTY
37	YAMHILL COUNTY
1	BOARD OF WATER SUPPLY
2	COUNTY OF HAWAII
3	MAUI COUNTY COUNCIL
No.	Higher Education
1	BIRTHINGWAY COLLEGE OF MIDWIFERY
2	BLUE MOUNTAIN COMMUNITY COLLEGE
3	CENTRAL OREGON COMMUNITY COLLEGE
4	CHEMEKETA COMMUNITY COLLEGE
5	CLACKAMAS COMMUNITY COLLEGE
6	COLUMBIA GORGE COMMUNITY COLLEGE
7	GEORGE FOX UNIVERSITY
8	KLAMATH COMMUNITY COLLEGE DISTRICT
9	LANE COMMUNITY COLLEGE
10	LEWIS AND CLARK COLLEGE
11	LINFIELD COLLEGE
12	LINN-BENTON COMMUNITY COLLEGE
13	MARYLHURST UNIVERSITY
14	MT. HOOD COMMUNITY COLLEGE
15	MULTNOMAH BIBLE COLLEGE
16	NATIONAL COLLEGE OF NATURAL MEDICINE
17	NORTHWEST CHRISTIAN COLLEGE
18	OREGON HEALTH AND SCIENCE UNIVERSITY
19	OREGON UNIVERSITY SYSTEM
20	PACIFIC UNIVERSITY
21	PORTLAND COMMUNITY COLLEGE
22	PORTLAND STATE UNIV.
23	REED COLLEGE
24	ROGUE COMMUNITY COLLEGE
25	SOUTHWESTERN OREGON COMMUNITY COLLEGE
26	TILLAMOOK BAY COMMUNITY COLLEGE
27	UMPQUA COMMUNITY COLLEGE
28	WESTERN STATES CHIROPRACTIC COLLEGE
29	WILLAMETTE UNIVERSITY
1	ARGOSY UNIVERSITY
2	BRIGHAM YOUNG UNIVERSITY - HAWAII
3	COLLEGE OF THE MARSHALL ISLANDS
4	RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
5	UNIVERSITY OF HAWAII AT MANOA
No.	K - 12
1	ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
2	BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
3	BAKER SCHOOL DISTRICT 5-J
4	BANDON SCHOOL DISTRICT
5	BANKS SCHOOL DISTRICT
6	BEAVERTON SCHOOL DISTRICT
7	BEND / LA PINE SCHOOL DISTRICT
8	BEND-LA PINE SCHOOL DISTRICT
9	BROOKING HARBOR SCHOOL DISTRICT NO.17-C

10	CANBY SCHOOL DISTRICT
11	CANYONVILLE CHRISTIAN ACADEMY
12	CASCADE SCHOOL DISTRICT
13	CASCADES ACADEMY OF CENTRAL OREGON
14	CENTENNIAL SCHOOL DISTRICT
15	CENTRAL CATHOLIC HIGH SCHOOL
16	CENTRAL POINT SCHOOL DISTRICT NO. 6
17	CENTRAL SCHOOL DISTRICT 13J
18	CLACKAMAS EDUCATION SERVICE DISTRICT
19	COOS BAY SCHOOL DISTRICT
20	COOS BAY SCHOOL DISTRICT NO.9
21	COQUILLE SCHOOL DISTRICT 8
22	COUNTY OF YAMHILL SCHOOL DISTRICT 29
23	CRESWELL SCHOOL DISTRICT
24	CROSSROADS CHRISTIAN SCHOOL
25	CULVER SCHOOL DISTRICT NO.
26	DALLAS SCHOOL DISTRICT NO. 2
27	DAVID DOUGLAS SCHOOL DISTRICT
28	DAYTON SCHOOL DISTRICT NO.8
29	DE LA SALLE N CATHOLIC HS
30	DESCHUTES COUNTY SD NO.6 - SISTERS SD
31	DOUGLAS COUNTY SCHOOL DISTRICT 116
32	DOUGLAS EDUCATION SERVICE DISTRICT
33	DUFUR SCHOOL DISTRICT NO.29
34	ELKTON SCHOOL DISTRICT NO.34
35	ESTACADA SCHOOL DISTRICT NO.108
36	FOREST GROVE SCHOOL DISTRICT
37	GASTON SCHOOL DISTRICT 511J
38	GEN CONF OF SDA CHURCH WESTERN OR
39	GLADSTONE SCHOOL DISTRICT
40	GLENDALE SCHOOL DISTRICT
41	GLIDE SCHOOL DISTRICT NO.12
42	GRANTS PASS SCHOOL DISTRICT 7
43	GREATER ALBANY PUBLIC SCHOOL DISTRICT
44	GRESHAM-BARLOW SCHOOL DISTRICT
45	HARNEY COUNTY SCHOOL DIST. NO.3
46	HARNEY EDUCATION SERVICE DISTRICT
47	HEAD START OF LANE COUNTY
48	HERITAGE CHRISTIAN SCHOOL
49	HIGH DESERT EDUCATION SERVICE DISTRICT
50	HOOD RIVER COUNTY SCHOOL DISTRICT
51	JACKSON CO SCHOOL DIST NO.9
52	JEFFERSON COUNTY SCHOOL DISTRICT 509-J
53	JEFFERSON SCHOOL DISTRICT
54	KLAMATH FALLS CITY SCHOOLS
55	LA GRANDE SCHOOL DISTRICT
56	LAKE OSWEGO SCHOOL DISTRICT 7J
57	LANE COUNTY SCHOOL DISTRICT 4J
58	LANE COUNTY SCHOOL DISTRICT 69
59	LEBANON COMMUNITY SCHOOLS NO.9
60	LINCOLN COUNTY SCHOOL DISTRICT
61	LINN CO. SCHOOL DIST. 95C - SCIO SD
62	LOST RIVER JR/SR HIGH SCHOOL
63	LOWELL SCHOOL DISTRICT NO.71
64	MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
65	MCMINNVILLE SCHOOL DISTRICT NO.40
66	MEDFORD SCHOOL DISTRICT 549C
67	MITCH CHARTER SCHOOL
68	MOLALLA RIVER ACADEMY
69	MOLALLA RIVER SCHOOL DISTRICT NO.35
70	MONROE SCHOOL DISTRICT NO.1J
71	MORROW COUNTY SCHOOL DISTRICT
72	MT. ANGEL SCHOOL DISTRICT NO.91
73	MT.SCOTT LEARNING CENTERS
74	MULTISENSORY LEARNING ACADEMY
75	MULTNOMAH EDUCATION SERVICE DISTRICT
76	MYRTLE POINT SCHOOL DISTRICT NO.41
77	NEAH-KAH-NIE DISTRICT NO.56
78	NESTUCCA VALLEY SCHOOL DISTRICT NO.101
79	NOBEL LEARNING COMMUNITIES
80	NORTH BEND SCHOOL DISTRICT 13
81	NORTH CLACKAMAS SCHOOL DISTRICT

82	NORTH SANTIAM SCHOOL DISTRICT 29J	23	CATHOLIC CHARITIES
83	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	24	CATHOLIC COMMUNITY SERVICES
84	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	25	CENTER FOR RESEARCH TO PRACTICE
85	NYSSA SCHOOL DISTRICT NO. 26	26	CENTRAL BIBLE CHURCH
86	ONTARIO MIDDLE SCHOOL	27	CENTRAL CITY CONCERN
87	OREGON TRAIL SCHOOL DISTRICT NO.46	28	CENTRAL DOUGLAS COUNTY FAMILY YMCA
88	OUR LADY OF THE LAKE SCHOOL	29	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
89	PHILOMATH SCHOOL DISTRICT	30	CHILDEPEACE MONTESSORI
90	PHOENIX-TALENT SCHOOL DISTRICT NO.4	31	CITY BIBLE CHURCH
91	PORTLAND ADVENTIST ACADEMY	32	CLACKAMAS RIVER WATER
92	PORTLAND JEWISH ACADEMY	33	CLASSROOM LAW PROJECT
93	PORTLAND PUBLIC SCHOOLS	34	COAST REHABILITATION SERVICES
94	RAINIER SCHOOL DISTRICT	35	COLLEGE HOUSING NORTHWEST
95	REDMOND SCHOOL DISTRICT	36	COLUMBIA COMMUNITY MENTAL HEALTH
96	REEDSPORT SCHOOL DISTRICT	37	COMMUNITY ACTION ORGANIZATION
97	REYNOLDS SCHOOL DISTRICT	38	COMMUNITY ACTION TEAM, INC.
98	ROGUE RIVER SCHOOL DISTRICT NO.35	39	COMMUNITY CANCER CENTER
99	ROSEBURG PUBLIC SCHOOLS	40	COMMUNITY HEALTH CENTER, INC
100	SALEM-KEIZER PUBLIC SCHOOLS	41	COMMUNITY VETERINARY CENTER
101	SCAPPOOSE SCHOOL DISTRICT 1J	42	CONFEDERATED TRIBES OF GRAND RONDE
102	SEASIDE SCHOOL DISTRICT 10	43	CONSERVATION BIOLOGY INSTITUTE
103	SEVEN PEAKS SCHOOL	44	CONTEMPORARY CRAFTS MUSEUM AND GALLERY
104	SHERWOOD SCHOOL DISTRICT 88J	45	CORVALLIS MOUNTAIN RESCUE UNIT
105	SILVER FALLS SCHOOL DISTRICT	46	COVENANT CHRISTIAN HOOD RIVER
106	SIUSLAW SCHOOL DISTRICT	47	COVENANT RETIREMENT COMMUNITIES
107	SOUTH COAST EDUCATION SERVICE DISTRICT	48	DECISION SCIENCE RESEARCH INSTITUTE, INC.
108	SOUTH LANE SCHOOL DISTRICT 45J3	49	DELIGHT VALLEY CHURCH OF CHRIST
109	SOUTHERN OREGON EDUCATION SERVICE DISTRICT	50	DOGS FOR THE DEAF, INC.
110	SOUTHWEST CHARTER SCHOOL	51	DOUGLAS ELECTRIC COOPERATIVE, INC.
111	SPRINGFIELD SCHOOL DISTRICT NO.19	52	EAST HILL CHURCH
112	STANFIELD SCHOOL DISTRICT	53	EAST SIDE FOURSQUARE CHURCH
113	SWEET HOME SCHOOL DISTRICT NO.55	54	EAST WEST MINISTRIES INTERNATIONAL
114	THE CATLIN GABEL SCHOOL	55	EDUCATIONAL POLICY IMPROVEMENT CENTER
115	TIGARD-TUALATIN SCHOOL DISTRICT	56	ELMIRA CHURCH OF CHRIST
116	UMATILLA-MORROW ESD	57	EMERALD PUD
117	VERNONIA SCHOOL DISTRICT 47J	58	EMMAUS CHRISTIAN SCHOOL
118	WEST HILLS COMMUNITY CHURCH	59	EN AVANT, INC.
119	WEST LINN WILSONVILLE SCHOOL DISTRICT	60	ENTERPRISE FOR EMPLOYMENT AND EDUCATION
120	WHITEAKER MONTESSORI SCHOOL	61	EUGENE BALLET COMPANY
121	YONCALLA SCHOOL DISTRICT NO.32	62	EUGENE SYMPHONY ASSOCIATION, INC.
1	CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	63	EUGENE WATER & ELECTRIC BOARD
2	EMMANUAL LUTHERAN SCHOOL	64	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
3	HANAHAU'OLI SCHOOL	65	FAIR SHARE RESEARCH AND EDUCATION FUND
4	HAWAII TECHNOLOGY ACADEMY	66	FAITH CENTER
5	ISLAND SCHOOL	67	FAITHFUL SAVIOR MINISTRIES
6	KAMEHAMEHA SCHOOLS	68	FAMILIES FIRST OF GRANT COUNTY, INC.
7	KE KULA O S. M. KAMAKAU	69	FANCONI ANEMIA RESEARCH FUND INC.
8	MARYKNOLL SCHOOL	70	FARMWORKER HOUSING DEV CORP
9	PACIFIC BUDDHIST ACADEMY	71	FIRST CHURCH OF THE NAZARENE
No.	Nonprofit & Other	72	FIRST UNITARIAN CHURCH
1	211INFO	73	FORD FAMILY FOUNDATION
2	ACUMENTRA HEALTH	74	FOUNDATIONS FOR A BETTER OREGON
3	ADDICTIONS RECOVERY CENTER, INC	75	FRIENDS OF THE CHILDREN
4	ALLFOURONE/CRESTVIEW CONFERENCE CTR.	76	GATEWAY TO COLLEGE NATIONAL NETWORK
5	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	77	GOAL ONE COALITION
6	ALZHEIMERS NETWORK OF OREGON	78	GOLD BEACH POLICE DEPARTMENT
7	ASHLAND COMMUNITY HOSPITAL	79	GOOD SHEPHERD COMMUNITIES
8	ATHENA LIBRARY FRIENDS ASSOCIATION	80	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
9	BARLOW YOUTH FOOTBALL	81	GRANT PARK CHURCH
10	BAY AREA FIRST STEP, INC.	82	GRANTS PASS MANAGEMENT SERVICES, DBA
11	BENTON HOSPICE SERVICE	83	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
12	BETHEL CHURCH OF GOD	84	HALFWAY HOUSE SERVICES, INC.
13	BIRCH COMMUNITY SERVICES, INC.	85	HEARING AND SPEECH INSTITUTE INC
14	BLACHLY LANE ELECTRIC COOPERATIVE	86	HELP NOW! ADVOCACY CENTER
15	BLIND ENTERPRISES OF OREGON	87	HIGHLAND HAVEN
16	BONNEVILLE ENVIRONMENTAL FOUNDATION	88	HIGHLAND UNITED CHURCH OF CHRIST
17	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA	89	HIV ALLIANCE, INC
18	BROAD BASE PROGRAMS INC.	90	HOUSING AUTHORITY OF LINCOLN COUNTY
19	CANBY FOURSQUARE CHURCH	91	HOUSING AUTHORITY OF PORTLAND
20	CANCER CARE RESOURCES	92	HOUSING NORTHWEST
21	CASCADIA BEHAVIORAL HEALTHCARE	93	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON
22	CASCADIA REGION GREEN BUILDING COUNCIL	94	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION

95	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	167	PREGNANCY RESOURCE CENTERS OF GREATER PORTLAND
96	IRCO	168	PRINGLE CREEK SUSTAINABLE LIVING CENTER
97	JASPER MOUNTAIN	169	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
98	JUNIOR ACHIEVEMENT	170	QUADRIPELEGICS UNITED AGAINST DEPENDENCY, INC.
99	KLAMATH HOUSING AUTHORITY	171	REBUILDING TOGETHER - PORTLAND INC.
100	LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	172	REGIONAL ARTS AND CULTURE COUNCIL
101	LA GRANDE UNITED METHODIST CHURCH	173	RELEVANT LIFE CHURCH
102	LANE ELECTRIC COOPERATIVE	174	RENEWABLE NORTHWEST PROJECT
103	LANE MEMORIAL BLOOD BANK	175	ROGUE FEDERAL CREDIT UNION
104	LANECO FEDERAL CREDIT UNION	176	ROSE VILLA, INC.
105	LAUREL HILL CENTER	177	SACRED HEART CATHOLIC DAUGHTERS
106	LIFEWORX NW	178	SAIF CORPORATION
107	LIVING WAY FELLOWSHIP	179	SAINT ANDREW NATIVITY SCHOOL
108	LOAVES & FISHES CENTERS, INC.	180	SAINT CATHERINE OF SIENA CHURCH
109	LOCAL GOVERNMENT PERSONNEL INSTITUTE	181	SAINT JAMES CATHOLIC CHURCH
110	LOOKING GLASS YOUTH AND FAMILY SERVICES	182	SALEM ALLIANCE CHURCH
111	MACDONALD CENTER	183	SALEM ELECTRIC
112	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	184	SALMON-SAFE INC.
113	METRO HOME SAFETY REPAIR PROGRAM	185	SCIENCEWORKS
114	METROPOLITAN FAMILY SERVICE	186	SE WORKS
115	MID COLUMBIA COUNCIL OF GOVERNMENTS	187	SECURITY FIRST CHILD DEVELOPMENT CENTER
116	MID-COLUMBIA CENTER FOR LIVING	188	SELF ENHANCEMENT INC.
117	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	189	SERENITY LANE
118	MORNING STAR MISSIONARY BAPTIST CHURCH	190	SEXUAL ASSAULT RESOURCE CENTER
119	MORRISON CHILD AND FAMILY SERVICES	191	SEXUAL ASSAULT RESOURCE CENTER
120	MOSAIC CHURCH	192	SHELTERCARE
121	NATIONAL PSORIASIS FOUNDATION	193	SHERIDAN JAPANESE SCHOOL FOUNDATION
122	NATIONAL WILD TURKEY FEDERATION	194	SHERMAN DEVELOPMENT LEAGUE, INC.
123	NEW AVENUES FOR YOUTH INC	195	SILVERTON AREA COMMUNITY AID
124	NEW BEGINNINGS CHRISTIAN CENTER	196	SISKIYOU INITIATIVE
125	NEW HOPE COMMUNITY CHURCH	197	SMART
126	NEWBERG FRIENDS CHURCH	198	SOCIAL VENTURE PARTNERS PORTLAND
127	NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	199	SOUTH COAST HOSPICE, INC.
128	NORTHWEST FOOD PROCESSORS ASSOCIATION	200	SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
129	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	201	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
130	NORTHWEST REGIONAL EDUCATIONAL LABORATORY	202	SOUTHERN OREGON HUMANE SOCIETY
131	NORTHWEST YOUTH CORPS	203	SPARC ENTERPRISES
132	OCHIN	204	SPIRIT WIRELESS
133	OHSU FOUNDATION	205	SPONSORS, INC.
134	OLIVET BAPTIST CHURCH	206	SPOTLIGHT THEATRE OF PLEASANT HILL
135	OMNIMEDIX INSTITUTE	207	SPRINGFIELD UTILITY BOARD
136	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	208	ST VINCENT DE PAUL
137	OREGON BALLET THEATRE	209	ST. ANTHONY CHURCH
138	OREGON CITY CHURCH OF THE NAZARENE	210	ST. ANTHONY SCHOOL
139	OREGON COAST COMMUNITY ACTION	211	ST. MARYS OF MEDFORD, INC.
140	OREGON DEATH WITH DIGNITY	212	ST. VINCENT DEPAUL OF LANE COUNTY
141	OREGON DONOR PROGRAM	213	STAND FOR CHILDREN
142	OREGON EDUCATION ASSOCIATION	214	STAR OF HOPE ACTIVITY CENTER INC.
143	OREGON ENVIRONMENTAL COUNCIL	215	SUMMIT VIEW COVENANT CHURCH
144	OREGON MUSEUM OF SCIENCE AND INDUSTRY	216	SUNNYSIDE SQUARE CHURCH
145	OREGON PROGRESS FORUM	217	SUNRISE ENTERPRISES
146	OREGON REPERTORY SINGERS	218	SUSTAINABLE NORTHWEST
147	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	219	TENAS ILLAHEE CHILDCARE CENTER
148	OREGON SUPPORTED LIVING PROGRAM	220	THE EARLY EDUCATION PROGRAM, INC.
149	OSLC COMMUNITY PROGRAMS	221	THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
150	OUTSIDE IN	222	THE NEXT DOOR
151	OUTSIDE IN	223	THE OREGON COMMUNITY FOUNDATION
152	PACIFIC CASCADE FEDERAL CREDIT UNION	224	THE SALVATION ARMY - CASCADE DIVISION
153	PACIFIC FISHERY MANAGEMENT COUNCIL	225	TILLAMOOK CNTY WOMENS CRISIS CENTER
154	PACIFIC INSTITUTES FOR RESEARCH	226	TILLAMOOK ESTUARIES PARTNERSHIP
155	PACIFIC STATES MARINE FISHERIES COMMISSION	227	TOUCHSTONE PARENT ORGANIZATION
156	PARALYZED VETERANS OF AMERICA	228	TRAILS CLUB
157	PARTNERSHIPS IN COMMUNITY LIVING, INC.	229	TRAINING EMPLOYMENT CONSORTIUM
158	PENDLETON ACADEMIES	230	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
159	PENTAGON FEDERAL CREDIT UNION	231	TRILLIUM FAMILY SERVICES, INC.
160	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	232	UMPQUA COMMUNITY DEVELOPMENT CORPORATION
161	PORT CITY DEVELOPMENT CENTER	233	UNION GOSPEL MISSION
162	PORTLAND ART MUSEUM	234	UNITED CEREBRAL PALSY OF OR AND SW WA
163	PORTLAND BUSINESS ALLIANCE	235	UNITED WAY OF THE COLUMBIA WILLAMETTE
164	PORTLAND HABILITATION CENTER, INC.	236	US CONFERENCE OF MENONITE BRETHREN CHURCHES
165	PORTLAND SCHOOLS FOUNDATION	237	US FISH AND WILDLIFE SERVICE
166	PORTLAND WOMENS CRISIS LINE		

238	USAGENCIES CREDIT UNION	13	GLADSTONE POLICE DEPARTMENT
239	VERMONT HILLS FAMILY LIFE CENTER	14	GLENDAL RURAL FIRE DISTRICT
240	VIRGINIA GARCIA MEMORIAL HEALTH CENTER	15	HOODLAND FIRE DISTRICT NO.74
241	VOLUNTEERS OF AMERICA OREGON	16	HOODLAND FIRE DISTRICT #74
242	WE CARE OREGON	17	HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
243	WESTERN RIVERS CONSERVANCY	18	KLAMATH COUNTY 9-1-1
244	WESTERN STATES CENTER	19	LANE EDUCATION SERVICE DISTRICT
245	WESTSIDE BAPTIST CHURCH	20	LANE TRANSIT DISTRICT
246	WILD SALMON CENTER	21	MALIN COMMUNITY PARK AND RECREATION DISTRICT
247	WILLAMETTE FAMILY	22	MARION COUNTY FIRE DISTRICT #1
248	WILLAMETTE VIEW INC.	23	METRO
249	WOODBURN AREA CHAMBER OF COMMERCE	24	METROPOLITAN EXPOSITION-RECREATION COMMISSION
250	WORD OF LIFE COMMUNITY CHURCH	25	MONMOUTH - INDEPENDENCE NETWORK
251	WORKSYSTEMS INC	26	MULTONAH COUNTY DRAINAGE DISTRICT #1
252	YOUTH GUIDANCE ASSOC.	27	NEAH KAH NIE WATER DISTRICT
253	YWCA SALEM	28	NW POWER POOL
1	ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA	29	OAK LODGE WATER DISTRICT
2	ALOHACARE	30	OR INT'L PORT OF COOS BAY
3	AMERICAN LUNG ASSOCIATION	31	PORT OF ST HELENS
4	BISHOP MUSEUM	32	PORT OF UMPQUA
5	BUILDING INDUSTRY ASSOCIATION OF HAWAII	33	REGIONAL AUTOMATED INFORMATION NETWORK
6	CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST	34	RIVERGROVE WATER DISTRICT
7	EAH, INC.	35	SALEM AREA MASS TRANSIT DISTRICT
8	EASTER SEALS HAWAII	36	SANDY FIRE DISTRICT NO. 72
9	GOODWILL INDUSTRIES OF HAWAII, INC.	37	SUNSET EMPIRE PARK AND RECREATION
10	HABITAT FOR HUMANITY MAUI	38	THE NEWPORT PARK AND RECREATION CENTER
11	HALE MAHAOLU	39	THE PORT OF PORTLAND
12	HAROLD K.L. CASTLE FOUNDATION	40	TILLAMOOK PEOPLES UTILITY DISTRICT
13	HAWAII AGRICULTURE RESEARCH CENTER	41	TUALATIN HILLS PARK AND RECREATION DISTRICT
14	HAWAII EMPLOYERS COUNCIL	42	TUALATIN VALLEY FIRE & RESCUE
15	HAWAII FAMILY LAW CLINIC DBA ALA KUOLA	43	TUALATIN VALLEY WATER DISTRICT
16	HONOLULU HABITAT FOR HUMANITY	44	UNION SOIL & WATER CONSERVATION DISTRICT
17	IUPAT, DISTRICT COUNCIL 50	45	WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
18	LANAKILA REHABILITATION CENTER INC.	46	WEST VALLEY HOUSING AUTHORITY
19	LEEWARD HABITAT FOR HUMANITY	47	WILLAMALANE PARK AND RECREATION DISTRICT
20	MAUI COUNTY FCU	48	YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT
21	MAUI ECONOMIC DEVELOPMENT BOARD		
22	MAUI ECONOMIC OPPORTUNITY, INC.	No.	State Agencies
23	MAUI FAMILY YMCA	1	BOARD OF MEDICAL EXAMINERS
24	NA HALE O MAUI	2	OFFICE OF MEDICAL ASSISTANCE PROGRAMS
25	NA LEI ALOHA FOUNDATION	3	OFFICE OF THE STATE TREASURER
26	NETWORK ENTERPRISES, INC.	4	OREGON BOARD OF ARCHITECTS
27	ORI ANUENUE HALE, INC.	5	OREGON CHILD DEVELOPMENT COALITION
28	PARTNERS IN DEVELOPMENT FOUNDATION	6	OREGON DEPARTMENT OF EDUCATION
29	POLYNESIAN CULTURAL CENTER	7	OREGON DEPARTMENT OF FORESTRY
30	PUNAHOU SCHOOL	8	OREGON DEPT OF TRANSPORTATION
31	ST. THERESA CHURCH	9	OREGON DEPT. OF EDUCATION
32	WAIANAE COMMUNITY OUTREACH	10	OREGON LOTTERY
33	WAILUKU FEDERAL CREDIT UNION	11	OREGON OFFICE OF ENERGY
34	YMCA OF HONOLULU	12	OREGON STATE BOARD OF NURSING
		13	OREGON STATE POLICE
No.	Special/Independent Districts	14	OREGON TOURISM COMMISSION
1	BAY AREA HOSPITAL DISTRICT	15	OREGON TRAVEL INFORMATION COUNCIL
2	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	16	SANTIAM CANYON COMMUNICATION CENTER
3	CENTRAL OREGON IRRIGATION DISTRICT	17	SEIU LOCAL 503, OPEU
4	CHEHALEM PARK AND RECREATION DISTRICT	1	ADMIN. SERVICES OFFICE
5	CITY COUNTY INSURANCE SERVICES	2	HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
6	CLEAN WATER SERVICES	3	HAWAII HEALTH SYSTEMS CORPORATION
7	COLUMBIA 911 COMMUNICATIONS DISTRICT	4	SOH- JUDICIARY CONTRACTS AND PURCH
8	COLUMBIA RIVER PUD	5	STATE DEPARTMENT OF DEFENSE
9	DESCHUTES COUNTY RFPD NO.2	6	STATE OF HAWAII
10	DESCHUTES PUBLIC LIBRARY SYSTEM	7	STATE OF HAWAII
11	EAST MULTNOMAH SOIL AND WATER CONSERVANCY	8	STATE OF HAWAII, DEPT. OF EDUCATION
12	GASTON RURAL FIRE DEPARTMENT		



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Monday, November 14th, 2016

PassportParking, Inc.
ATTN: Khristian Gutierrez
427 Tatnall Street, Ste. 27927
Wilmington, DE 19801

Dear Khristian:

Region XIV Education Service Center is happy to announce that PassportParking, Inc. has been awarded an annual contract for Integrated Parking Management System based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on November 30th, 2019. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and PassportParking, Inc.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in black ink, which appears to read 'Ronnie Kincaid'. The signature is fluid and cursive, written over a light blue horizontal line.

Ronnie Kincaid
Region XIV, Executive Director

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Genevieve Pearthree, Planning Development Manager
Date: 01/12/2021
Meeting Date: 01/19/2021



TITLE:

Consideration and Approval of Final Plat Miramonte Beaver, LLC requests Final Plat approval for Butler Avenue Condominiums—a condominium subdivision consisting of 32 residential units and one ground floor restaurant space at 207 S. Beaver St. on 0.54 acres in the T5 Main Street Transect Zone.

STAFF RECOMMENDED ACTION:

Staff recommends the City Council approve the Final Plat and authorize the Mayor to sign the plat and City Subdivider Agreement when notified by Staff that the documents are ready for recording.

Executive Summary:

This is a request for Final Plat approval for a 32-unit residential condominium subdivision known as Butler Avenue Condominiums. This project has already been approved administratively and construction has commenced on the site. Approval of this plat will enable the applicant to sell the units instead of renting them (this plat turns the for-rent apartments into for-sale condominiums, which may be sold). There is no Affordable Housing affiliated with this development.

Financial Impact:

No financial impacts are anticipated with this Final Plat.

Policy Impact:

There are no policy impacts affiliated with this Final Plat.

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

PBB Key Community Priorities/Objectives

Robust Resilient Economy - Grow and strengthen a more equitable and resilient economy.

Regional Plan Policies and Goals

- Goal ED.8 Promote the continued physical and economic viability of the region's commercial districts by focusing investment on existing and new activity centers.
- Policy E.1.4 Promote cost-effective, energy-efficient technologies and design in all new buildings for residential construction.
- Policy LU.5.1. Encourage development patterns within the designated growth boundaries to sustain

efficient infrastructure projects and maintenance.

- Policy LU.5.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.
- Policy LU.10.5. Consider vacant and underutilized parcels within the City's existing urban neighborhoods as excellent locations for contextual redevelopment that adds housing, shopping, employment, entertainment, and recreational options for nearby residents and transit patrons.
- LU.18.4. Encourage developers to provide activity centers and corridors with housing of various types and price points, especially attached and multifamily housing.
- Policy WR.4.3. Development requiring public utility services will be located within the Urban Growth Boundary.

Has There Been Previous Council Decision on This:

City Council unanimously approved the Preliminary Plat on November 3, 2020 (on October 14, 2020 Planning and Zoning Commission voted 5-0 to forward the Preliminary Plat to City Council with a recommendation of approval).

Options and Alternatives:

1. Approve the Final Plat with no conditions, as recommended by staff.
2. Approve the Final Plat with conditions.
3. Deny the Final Plat based on non-compliance with the Zoning Code, the Subdivision Code, and/or the Engineering Design Standards and Specifications for New Infrastructure.

Background/History:

Inter-Division Staff (IDS) approved the Site Plan for the development (PZ-18-00194-01) on August 8, 2019, and approved a Minor Modification to the Site Plan on October 21, 2019 (PZ-18-00194-02). Civil Engineering Plans were approved on April 13, 2020 (PZ-18-00194-03). City staff approvals were based on conformance with all relevant City Development Standards. The building permit application for this development is currently under review.

The project is being developed according to the standards for the T5 Main Street Transect Zone, the Commercial Block Building Type, and the Shopfront Private Frontage Type. It contains a 2,704 sq. ft. restaurant space on floor 1, and 32 residential units on floors 2 – 5. There are eight units per floor, and they are one, two, and three-bedroom units. They range from 722 to 1,279 square feet.

IDS administratively approved the Preliminary Plat on September 10, 2020. On October 14, 2020, the Planning and Zoning Commission voted 5-0 in favor of forwarding the Preliminary Plat to the City Council with a recommendation of approval. City Council unanimously approved the Preliminary Plat on November 3, 2020.

IDS administratively approved the Final Plat on December 17, 2020. Final plats are not heard by the Planning and Zoning Commission and instead go directly to City Council once they are administratively approved.

Key Considerations:

Staff approval of the Site Plan, Civil Engineering Plans, Preliminary Plat, and Final Plat signifies that the project complies with Title 10: Zoning Code, Title 11, General Plans and Subdivisions, and Title 13: Engineering Design Standards and Specifications for New Infrastructure. Thus, the applicant was permitted to apply for additional grading and other permits, which have since been approved.

However, the applicant has opted to create a Condominium Plat to allow the units to be sold individually (without this condominium plat, the units would be apartments). In this case, ownership is of the airspace

within each unit and of the limited common elements (porches, decks) associated with each unit. Shared areas inside each building, on the roof, and the spaces between the floor plates and walls are considered "common elements." Tract "A" contains all areas outside of the buildings and the limited common elements. It will be maintained by the Homeowner's Association and will be used for parking and landscaping, and as a private drainage and utility easement.

Community Benefits and Considerations:

The community benefits of this project are encapsulated in the PBB Key Community Priorities/Objectives and the Regional Plan goals and policies that it meets, such as promoting economic development, providing a diversity of house types, and encouraging compact, infill development in an existing activity center.

Community Involvement:

Inform. No public hearings or public outreach are required by either the Zoning Code or the Subdivision Code as part of the Final Subdivision Plat review process.

Attachments:

Presentation

Application

City/Subdivider Agreement

Final Plat

Vicinity Map

Butler Avenue Condominiums

Final Plat Approval Request

City Council | January 19, 2021

Genevieve Pearthree | Planning Development Manager



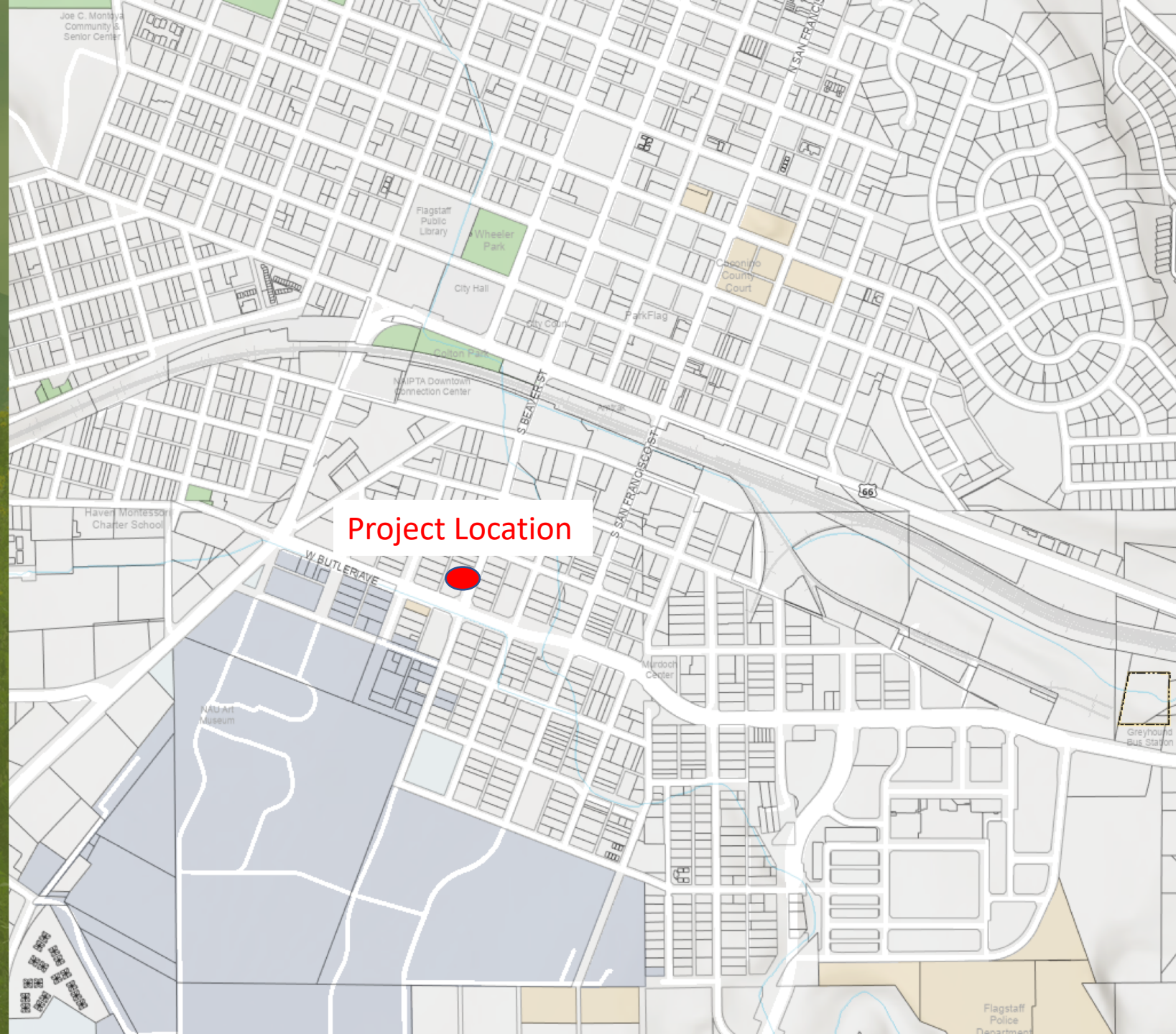


Request Overview

- Request from Miramonte Beaver, LLC for **Final Plat approval** for a 32-unit residential condominium subdivision with a ground floor restaurant space on 0.54 acres at 207 S. Beaver St. in the T5 Main Street (Transect) Zone
- **Project previously approved based on conformance with relevant development standards**
- **Condominium plat creates individually owned units**
 - Plat turns residential units (apartments) into condos
 - Ownership is of the airspace within each unit plus the limited common elements associated with each unit (decks and porches)

Vicinity Map

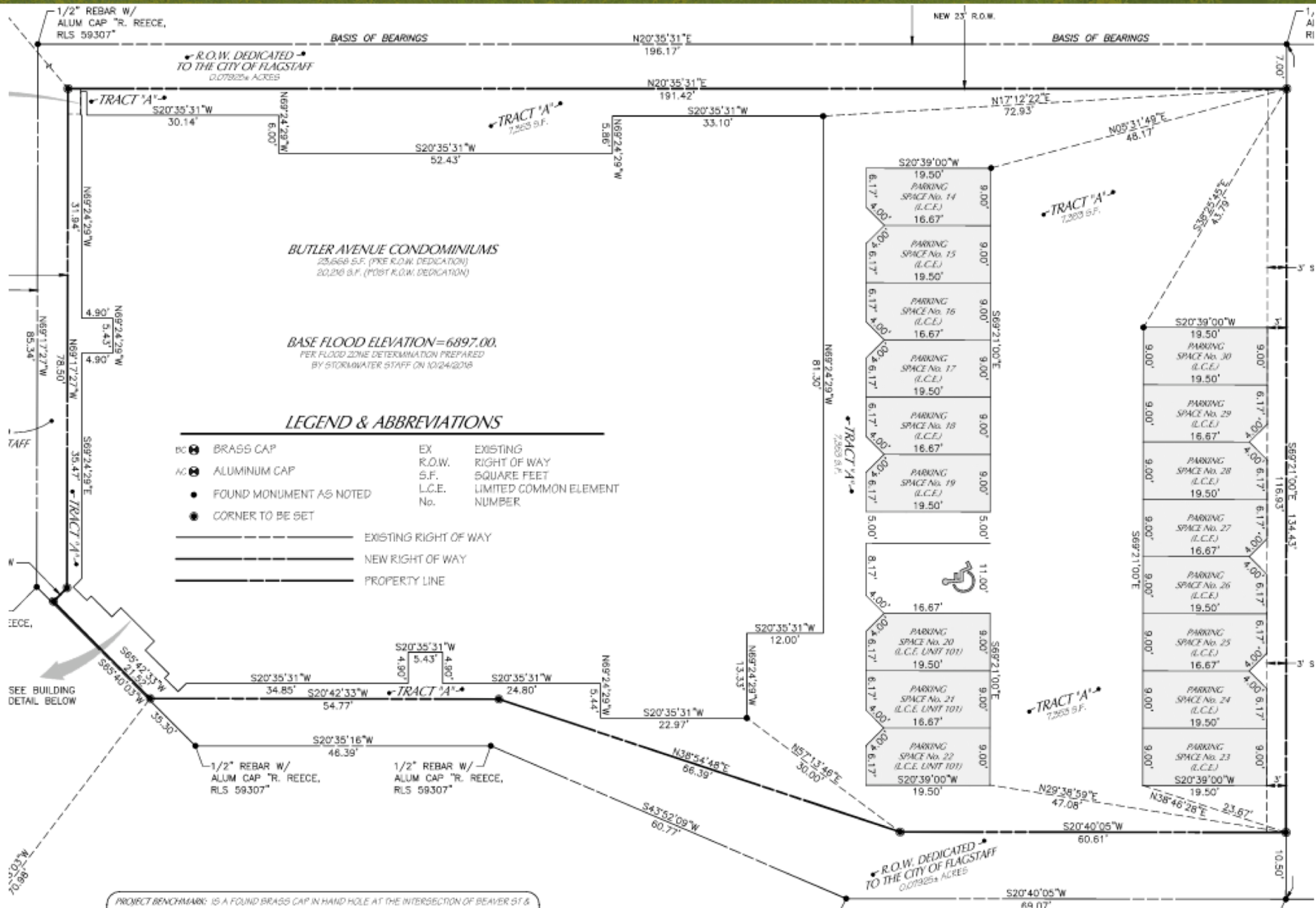
207 S. Beaver St.





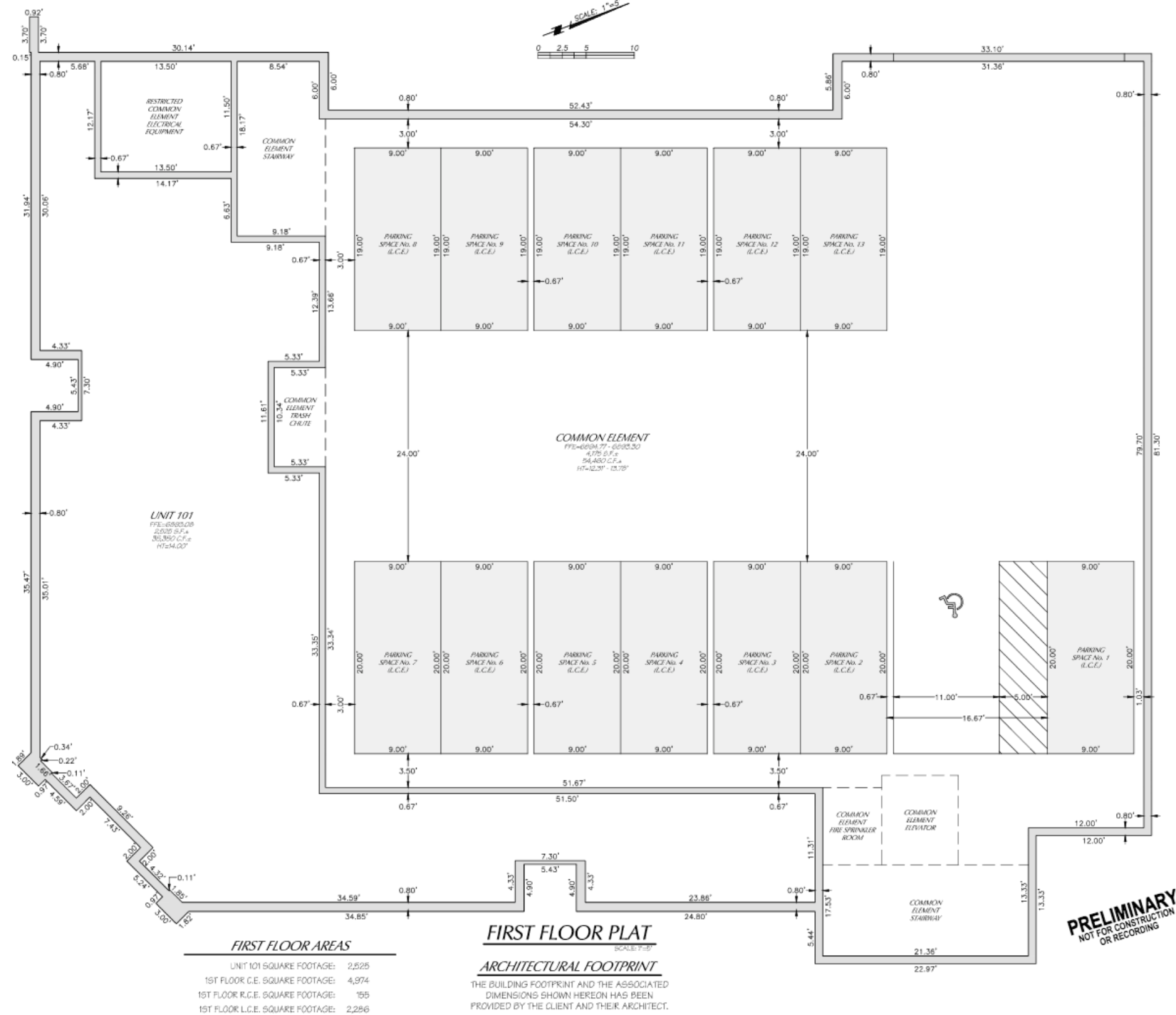
Development Overview

- 32 residential units: 1BR/1BA, 2BR/2BA, 3BR/2BA
 - One ground-floor restaurant space: 2,704 sq. ft.
- **Previous staff approvals** (meets City Code, permitted by right)
 - Site Plan: August 2019 (Site Plan Modification: October 2019)
 - Civil Engineering Plans: April 2020 (Grading, Public Improvements permits issued)
 - Preliminary Plat: September 2020
 - Building Permit: Under review
- **Focus of Final Plat development request:** owner wants to create a condominium project to enable individually-owned units
 - Staff administratively approved Final Plat on December 17, 2020
 - Council approved Preliminary Plat on November 3, 2020
 - On October 14, 2020 P&Z voted 5-0 to forward the plat to City Council with a recommendation of approval



Floor Plans

First Floor



Floor Plans

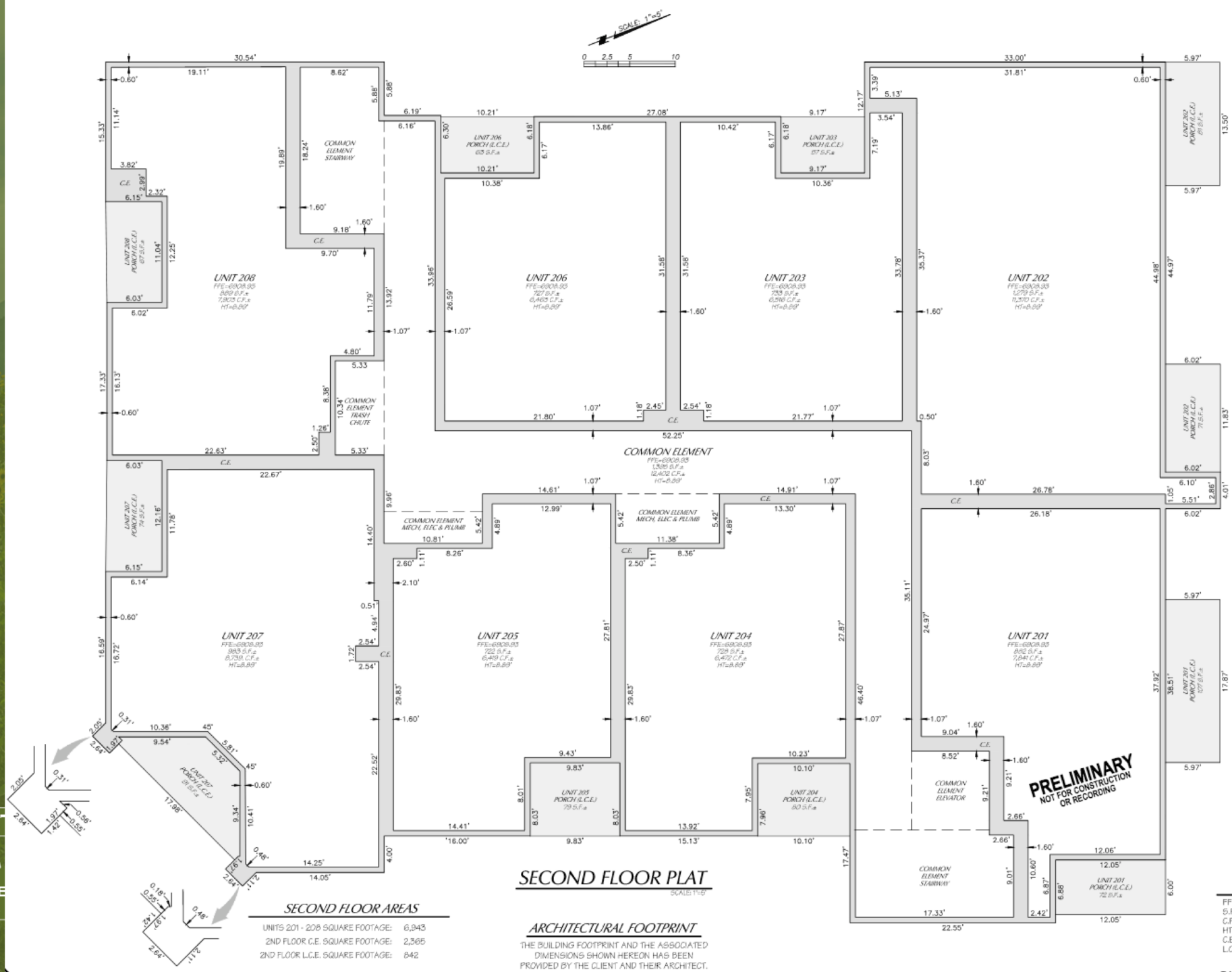
Second Floor

(Floors 3-5 have the same layout)



TEAM FLAGS

WE MAKE THE CITY BETTER

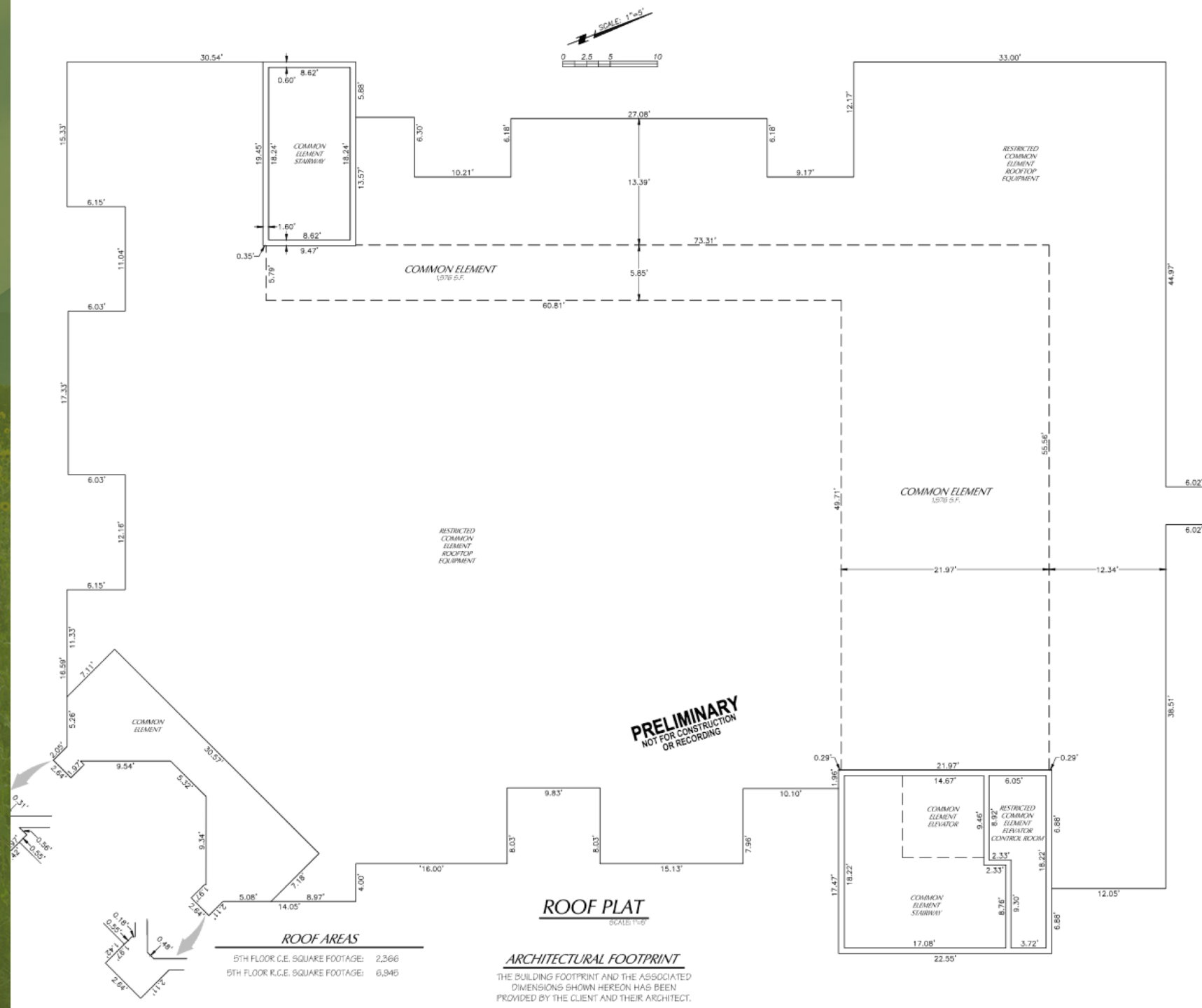


Roof



TEAM FLAGSTAFF

WE MAKE THE
CITY BETTER





D1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



Building Elevations

(for reference only)





Required Finding #1



Meets Zoning Code (Title 10) Standards

- **T5 Main Street Zone, Commercial Block Building, Shopfront Frontage**
 - Meets requirements for height, setbacks, form, materials, etc.
- **Pedestrian and Bicycle Circulation Systems**
 - Sidewalk improvements along Butler Ave. and Beaver St.
- **Parking and Automobile Access**
 - 19 spaces are required; 32 are provided
 - Access to site from driveway off Beaver St. and alley off Butler Ave.
- **Landscaping**
 - Final plan approved with Civil Engineering Plans
 - Development will meet requirements for 18 trees, 36 shrubs, 36 groundcovers



Required Finding #2

Meets Engineering Standards (Title 13)

- **Development Engineering:** dedicating ROW to provide 8' sidewalk + street trees, expand and pave alley
- **Traffic Impact Analysis:** not required (anticipated traffic counts did not meet TIA threshold)
- **Water/Sewer Impact Analysis:** No off-site improvements required (existing water and sewer are adequate)
- **Stormwater:** building is elevated/floodproofed, providing underground chambers in parking lot to capture stormwater



Required Finding #3

Meets Subdivision and Land Split Regulations (Chapter 11-20)

- Meets Final Plat procedures, application requirements
- Meets Subdivision Standards and Regulations
- Meets Minimum Required Subdivision Improvements (identified in impact analyses)



Findings and Recommendation

Required Findings

- Staff has found the **Final Plat meets the requirements** of:
 - City Code Title 10, Flagstaff Zoning Code
 - City Code Title 11, General Plans and Subdivisions
 - City Code Title 13, Engineering Design Standards & Specifications

Staff Recommendation

- Staff recommends the City Council **approve the Final Plat** and authorize the Mayor to sign the plat and City Subdivider Agreement when notified by Staff that the documents are ready for recording.



City of Flagstaff

Community Development Division

211 W. Aspen Ave

P: (928) 213-2618

Flagstaff, AZ 86001

F: (928) 213-2609

www.flagstaff.az.gov

Date Received November 10, 2021	Application for Subdivision Review		File Number PZ-18-00194-05
Property Owner(s) Miramonte Beaver, LLC		Phone	
Mailing Address 2502 E. River Rd.	City, State, Zip Tucson, Az 85718	Email jkemmerly@miramontehomes.com	
Applicant(s) Miramonte Beaver, LLC		Phone	
Mailing Address 2502 E. River Rd.	City, State, Zip Tucson, Az 85718	Email jkemmerly@miramontehomes.com	
Project Representative Jack Kemmerly		Phone 928-774-0028	
Mailing Address 102 S. Mikes Pike St.	City, State, Zip Flagstaff, Az 86001	Email jkemmerly@miramontehomes.com	
Requested Review:	<input type="checkbox"/> Development Master Plan	<input type="checkbox"/> Conceptual Plat	<input type="checkbox"/> Preliminary Plat P&Z and Council
	<input type="checkbox"/> Modified Subdivision	<input type="checkbox"/> Preliminary Plat	<input checked="" type="checkbox"/> Final Plat- Council

Project Name: Miramonte at Butler Avenue		Site Address 207 S. Beaver St.		Parcel Number 103-07-011-A	
Proposed Use Mixed Commercial & Residential		Existing Use Vacant		Subdivision, Tract & Lot Number Normal School ADD	
Zoning District T5 Main Street		Regional Plan Category Urban Activity Center		Flood Zone AE	Size of Site (Sq. ft. or Acres) 0.54
Property Information:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Located in an existing Local/National Historic District? (Name: _____)			
		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Existing structures are over 50 years old at the time of application?			
		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Subject property is undeveloped land?			
Surrounding Uses	North	South	East	West	
(Res, Com, Ind)	Residential/Commercial	NAU. Bank	Residential	Residential	
Proposed Use: Residential/Commercial	Number of Lots	Number of Units 32	Number of acres per use 58.9 units/acre	Building Square Feet 28,950 sf	
Please complete a "Subdivision Review Application" and provide an initialed "Application and Information Checklist" form along with the required number of plans and information as appropriate for a Development Master Plan, Conceptual, Preliminary or Final Plat. Incomplete submittals will not be scheduled.					
Property Owner Signature: (required) 		Date: 11/10/20	Applicant Signature: 		Date: 11/10/20
For City Use					
Date Filed: 11/10/20		Case Number (s) PZ-18-00194-05			
P & Z Hearing Date: NA			Publication and Posting Date: NA		
Council Hearing Date: January 19, 2020			Publication and Posting Date: NA		
Fee Receipt Number: 2040779		Amount: \$1,840.00		Date: November 10, 2020	
Action by Planning and Zoning Commission:			Action By City Council:		
<input type="checkbox"/> Approved			<input type="checkbox"/> Approved		
<input type="checkbox"/> Denied			<input type="checkbox"/> Denied		
<input type="checkbox"/> Continued			<input type="checkbox"/> Continued		
Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater

CITY / SUBDIVIDER AGREEMENT
CITY OF FLAGSTAFF, ARIZONA

This Agreement is entered into by and between the CITY OF FLAGSTAFF, a municipal corporation duly created and existing under the laws of the State Arizona, hereinafter referred to as CITY; and _____
Miramonte Beaver, LLC Subdivider, hereinafter referred to as
SUBDIVIDER.

W I T N E S S E T H

WHEREAS, _____ Miramonte Beaver, LLC (Subdivider) desires to subdivide property within the City of Flagstaff, Arizona known as _____
Miramonte at Butler Ave. _____ ; and

WHEREAS, CITY is agreeable to accepting said subdivision as proposed; providing that the subdivider constructs the subdivision in accordance with City standards and as set forth in the approved preliminary plat, and while fulfilling the obligations set forth below, which the subdivider hereby assumes; and

WHEREAS, building permit(s) is (are) required and will be issued following execution of this agreement;

NOW, THEREFORE, in consideration of the subdivision and the mutual covenants of the parties hereinafter expressed, the parties hereto agree as follows:

1. SUBDIVIDER agrees to construct all improvements in conformance with the CITY'S Subdivision Regulations and the "General Construction, Standards and Specifications" of the CITY, and to employ a responsible supervisor.
2. SUBDIVIDER further agrees to dedicate all streets and rights-of-way to the CITY for public use and to offer all public improvements to the CITY for acceptance into the CITY system.
3. The CITY agrees to accept the Subdivision as platted and to accept ownership of public improvements upon their completion and approval by the CITY.
4. In the event that the CITY should be required to institute any action for the enforcement of this agreement, SUBDIVIDER, shall be required to pay a reasonable attorney's fee in addition to all other costs assessed in any such action.

Rev. 08/01/13

DEDICATION:

STATE OF ARIZONA }
COUNTY OF COCONINO }SS.

KNOW ALL MEN BY THESE PRESENTS: MIRAMONTE BEAVER, L.L.C., HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF BUTLER AVENUE CONDOMINIUMS., A SUBDIVISION OF INSTRUMENT 3857735, RECORDS OF COCONINO COUNTY. LOCATED IN THE NE 1/4 OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 7 EAST, G. & S.R.M., FLAGSTAFF, COCONINO COUNTY, ARIZONA, AS SHOWN PLATTED HEREON, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATIONS AND GIVES THE DIMENSIONS AND MEASUREMENTS OF THE UNITS AND TRACTS CONSTITUTING SAME AND THAT EACH UNIT SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT AND HEREBY DEDICATES THE TRACTS, EASEMENTS AND RIGHT OF WAY AS SHOWN ON SAID PLAT FOR THE PURPOSES SHOWN. A CITY OF FLAGSTAFF ACCESS EASEMENT IS HEREBY DEDICATED TO THE CITY OF FLAGSTAFF FOR THEIR USE AS SHOWN HEREON. CITY OF FLAGSTAFF SHALL HAVE THE RIGHT TO LOCATE OPERATE, REPAIR, REPLACE, ALTER AND MAINTAIN UNDERGROUND STORMWATER FACILITIES AND SHALL HAVE THE RIGHT TO INGRESS AND EGRESS ACROSS SAID EASEMENT FOR SUCH WORK, AND MAY REMOVE, ALTER OR MAINTAIN VEGETATION, IMPROVEMENTS, OR OBSTRUCTIONS WITHIN THE LIMITS OF THE REAL PROPERTY SUBJECT TO THIS EASEMENT THAT CONFLICT WITH THE STORMWATER FACILITY USES. THE HOMEOWNERS ASSOCIATION SHALL REMAIN RESPONSIBLE FOR ANY ONGOING MAINTENANCE OF THE SURFACE OF THE REAL PROPERTY SUBJECT TO THIS EASEMENT.

TRACT "A" IS HEREBY DEDICATED TO THE OWNERS ASSOCIATION FOR THE PURPOSES OF A COMMON ELEMENT AND A PRIVATE UTILITY EASEMENT FOR SERVICE TO THE CONDOMINIUMS.

IN WITNESS WHEREOF: MIRAMONTE BEAVER, LLC HAS CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF ITS REPRESENTATIVE, THEREUNTO AUTHORIZED.

DONE AT _____, ARIZONA, THIS ____ DAY OF _____ 20____.

BY: _____
CHRISTOPHER KEMMERLY (MANAGING MANAGER)

ACKNOWLEDGMENT:

STATE OF ARIZONA }
COUNTY OF COCONINO }SS.

ON THIS THE ____ DAY OF _____ 20____, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, CHRISTOPHER KEMMERLY, MANAGING MEMBER OF MIRAMONTE BEAVER, L.L.C., WHO ACKNOWLEDGED BY SELF TO REPRESENT MIRAMONTE BEAVER, L.L.C., AND THAT HE/SHE AS SUCH, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET FORTH MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

OCCUPANCY:

NO CERTIFICATE OF OCCUPANCY FOR ANY RESIDENCE MAY BE ISSUED NOR MAY ANY RESIDENCE ERRECTED IN THIS TRACT BE OCCUPIED UNTIL THE REQUIRED WATER, SEWER, AND ALL OTHER ESSENTIAL UTILITIES ARE INSTALLED AND AN ALL-WEATHER ACCESS ROADWAY TO THE RESIDENCE IS CONSTRUCTED AND APPROVED OR ACCEPTED BY THE CITY ENGINEER.

NOTES:

EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:
A. REMOVABLE WOOD, WIRE, OR SECTION-TYPE FENCING
B. CONSTRUCTION, STRUCTURES, OR BUILDINGS EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT.

CONSTRUCTION OF LANDSCAPING WITHIN CLEAR VIEW ZONES IS RESTRICTED PER THE CITY OF FLAGSTAFF ENGINEERING DESIGN & CONSTRUCTION STANDARDS & SPECIFICATIONS FOR NEW INFRASTRUCTURE (2012 EDITION) – SECTION 13–10–006–0002, INTERSECTION SIGHT TRIANGLES, CLEAR VIEW ZONES.

NO FENCING, RE–GRADING, DISTURBANCE OF NATURAL GROUND, PLACEMENT OF FILL OR ANY OTHER OBSTRUCTIONS ARE PERMITTED WITHIN THE DRAINAGE EASEMENTS.

FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED ON SITE WHEN ANY PORTION OF THE FACILITY OR BUILDING IS BEYOND 150 FEET FROM APPROVED FIRE APPARATUS ACCESS ROADWAYS AS MEASURED BY AN APPROVED ROUTE AROUND THE EXTERIOR OF THE BUILDING OR FACILITY. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE SUBSTITUTED FOR MEETING THIS REQUIREMENT WHEN APPROVED BY THE FIRE DEPARTMENT. CONFER WITH THE FLAGSTAFF FIRE DEPARTMENT FIRE PREVENTION OFFICER TO DETERMINE THE SPECIFIC MEANS OF COMPLIANCE.

THE PROPERTY OWNERS ASSOCIATION SHALL BE SOLELY RESPONSIBLE FOR THE OPERATION, MAINTENANCE, AND LIABILITY FOR PRIVATE DETENTION FACILITIES AND PRIVATE DRAINAGEWAYS.

THE CITY OF FLAGSTAFF SHALL HAVE THE RIGHT TO PERIODICALLY INSPECT SAID DETENTION FACILITIES TO VERIFY THAT REGULAR MAINTENANCE ACTIVITIES ARE BEING PERFORMED ADEQUATELY.

CITY OF FLAGSTAFF:

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ON THE

_____ DAY OF _____, 20____

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE PLANNING DIRECTOR AND CITY ENGINEER, CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA ON THE

_____ DAY OF _____, 20____

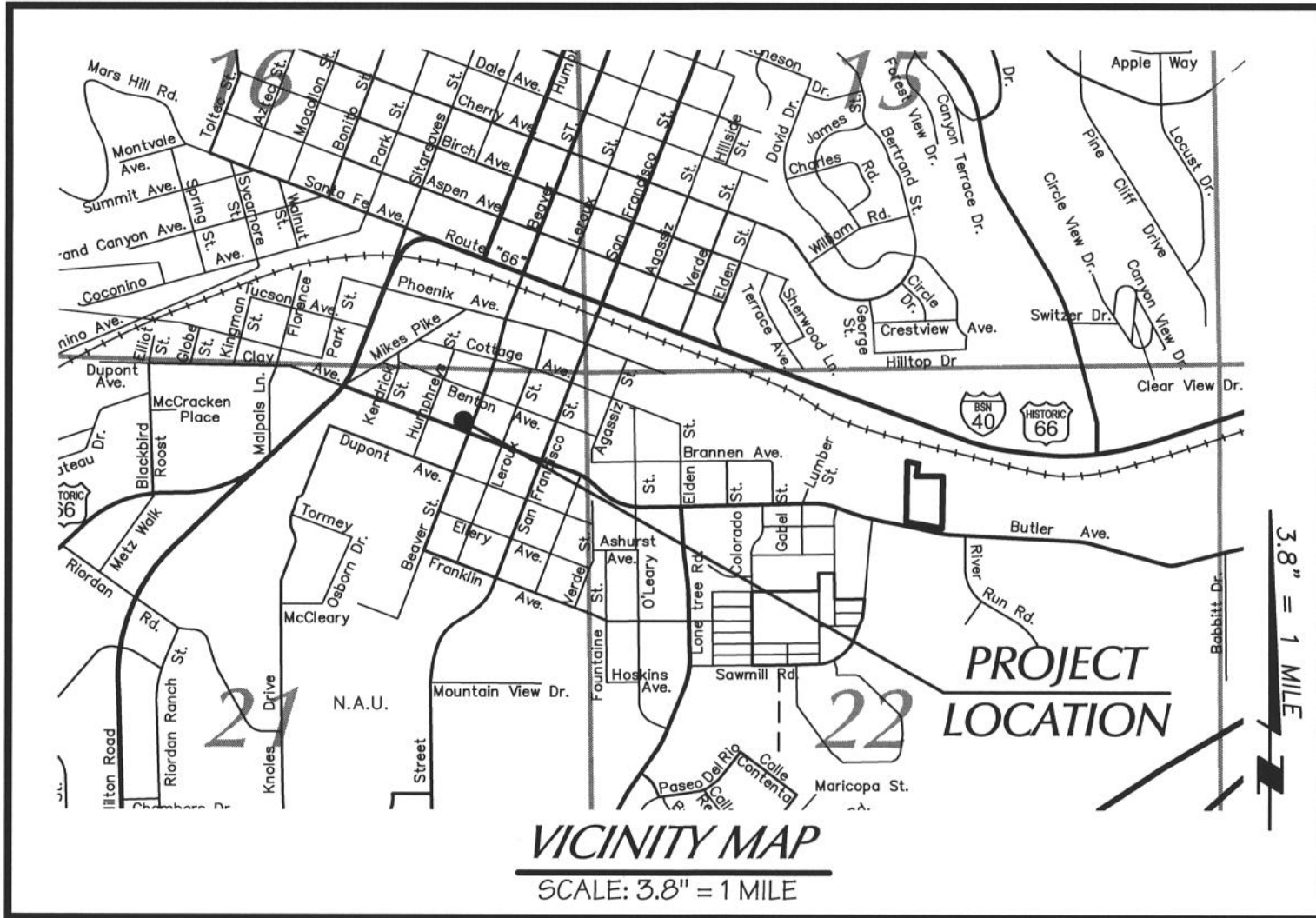
BY: _____
PLANNING DIRECTOR

BY: _____
CITY ENGINEER

CONDOMINIUM DECLARATION, Instrument No: _____

FINAL PLAT FOR BUTLER AVENUE CONDOMINIUMS

THE SOUTHERLY 21 FEET OF LOT 5, ALL OF LOTS 6 & 7, AND THE
REMAINDER OF LOTS 8-12 IN BLOCK 118 OF THE NORMAL SCHOOL
ADDITION TO THE CITY OF FLAGSTAFF AND LOCATED IN THE NE 1/4 OF
SECTION 21, TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA



INDEX TO SHEETS

- 1 COVER SHEET and PROJECT INFORMATION
- 2 SITE PLAT
- 3 FIRST FLOOR PLAT
- 4 SECOND FLOOR PLAT
- 5 THIRD FLOOR PLAT
- 6 FOURTH FLOOR PLAT
- 7 FIFTH FLOOR PLAT
- 8 ROOF PLAT

RESOURCE PROTECTION PLAN

THERE ARE NO RESOURCES PRESENT ON THE SITE.

ADEQUATE WATER SUPPLY

THE CITY OF FLAGSTAFF PROVIDES WATER (UTILITY) SERVICE PURSUANT TO STATE LAW AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION No. 41-900002.0002.

CIVIL ENGINEER OF SUBDIVISION

THE PREPARATION OF ENGINEERING DRAWINGS FOR THIS SUBDIVISION HAS BEEN PERFORMED BY CIVIL DESIGN & ENGINEERING, INC., 618 E. ROUTE 66, FLAGSTAFF, AZ. 86001. CHRISTINE A. LAGUNA (CERTIFICATE NO. 29327)

OFF-SITE IMPROVEMENTS

ALL OFF-SITE FRONTAGE SUBDIVISION IMPROVEMENTS SHALL BE CONSTRUCTED BY THE SUBDIVISION DEVELOPER IN ACCORDANCE WITH THE APPROVED CITY OF FLAGSTAFF PUBLIC AND PRIVATE IMPROVEMENT PLANS FOR MIRAMONTE AT BUTLER AVE., PREPARED BY CIVIL DESIGN AND ENGINEERING, INC., SEALED BY CHRISTINE A. LAGUNA, SEAL DATE 4/13/20

FEMA FLOOD ZONE "AE" - BFE=6897.00

COMMERCIAL NON-ELEVATED SPACE WILL MEET THE PASSIVE DRY FLOOD PROOFING REQUIREMENTS TO (ONE) 1 FOOT ABOVE BASE FLOOD ELEVATION IN ACCORDANCE WITH N.F.I.P. STANDARDS.

ALL RESIDENTIAL UNITS SHALL BE ELEVATED (ONE) 1 FOOT ABOVE THE BASE FLOOD ELEVATION.

RESIDENTIAL AND COMMERCIAL PARKING AREAS THAT ARE LESS THAN (ONE) 1 FOOT BELOW THE BASE FLOOD ELEVATION SHALL BE SECURED PER N.F.I.P. STANDARDS

A.R.S. 33–1212. UNIT BOUNDARIES
EXCEPT AS PROVIDED BY THE DECLARANT.

1. IF WALLS, FLOORS OR CEILINGS ARE DESIGNATED AS BOUNDARIES OF A UNIT, ALL LATH, FURRING, WALLBOARD, PLASTERBOARD, PLASTER, PANELING, TILES, WALLPAPER, PAINT, FINISHED FLOORING AND ANY OTHER MATERIALS CONSTITUTING ANY PART OF THE FINISHED SURFACE ARE A PART OF THE UNIT, AND ALL OTHER PORTIONS OF THE WALLS, FLOORS OR CEILINGS ARE A PART OF THE COMMON ELEMENT.

2. IF ANY CHUTE, FLUE, DUCT, WIRE, CONDUIT, BEARING WALL, BEARING COLUMN, OR OTHER FIXTURE LIES PARTIALLY WITHIN AND PARTIALLY OUTSIDE THE DESIGNATED BOUNDARIES OF A UNIT, ANY PORTION SERVING ONLY THAT UNIT IS A LIMITED COMMON ELEMENT ALLOCATED SOLELY TO THAT UNIT AND ANY PORTION SERVING MORE THAN ONE UNIT OR ANY PORTION OF THE COMMON ELEMENTS IS A PART OF THE COMMON ELEMENTS.

3. SUBJECT TO THE PROVISIONS OF PARAGRAPH 2, ALL SPACES, INTERIOR PARTITIONS AND OTHER FIXTURES AND IMPROVEMENTS WITHIN THE BOUNDARIES OF A UNIT ARE A PART OF THE UNIT.

4. ANY SHUTTERS, AWNINGS, WINDOW BOXES, DOORSTEPS, STOOPS, PORCHES, BALCONIES, ENTRYWAYS, OR PATIOS, AND ALL EXTERIOR DOORS AND WINDOWS OR OTHER FIXTURES DESIGNED TO SERVE A SINGLE UNIT, BUT LOCATED OUTSIDE THE UNIT'S BOUNDARIES, ARE LIMITED COMMON ELEMENTS ALLOCATED EXCLUSIVELY TO THAT UNIT.

TRACT "A":

7,353 S.F., SHALL CONTAIN ALL AREA OUTSIDE OF THE UNITS AND THEIR ASSOCIATED LIMITED COMMON ELEMENTS.. TRACT A IS A PRIVATE UTILITY EASEMENT FOR SERVICES TO THE CONDOMINIUMS AND PRIVATE DRAINAGE EASEMENT.

RIGHT OF WAY LEGAL DESCRIPTION:

A PORTION OF THE SOUTHERLY 21 FEET OF LOTS 6 AND 7, AND THE REMAINDER OF LOTS 8 THROUGH 12, BLOCK 118 NORMAL SCHOOL ADDITION TO THE CITY OF FLAGSTAFF AS COMBINED IN INSTRUMENT 3857735 COCONINO COUNTY RECORDS. SITUATE IN THE NE1/4 OF SECTION 21, T 21 N, R 7 E, G&SRM, FLAGSTAFF, COCONINO COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL WHICH IS A POINT ON THE NORTH RIGHT OF WAY (ROW) LINE OF BUTLER AVENUE AND A 16 FOOT WIDE ALLEY;

THENCE NORTH 20°35'31" EAST ALONG THE EAST LINE OF THE 16 FOOT WIDE ALLEY A DISTANCE OF 196.17 FEET;

THENCE SOUTH 69°21'00" EAST ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 7.00 FEET;

THENCE SOUTH 20°35'31" WEST A DISTANCE OF 191.42 FEET;

THENCE SOUTH 69°17'27" EAST A DISTANCE OF 78.50 FEET;

THENCE SOUTH 24°17'27" EAST A DISTANCE OF 3.00 FEET;

THENCE NORTH 65°42'33" EAST A DISTANCE OF 21.52 FEET;

THENCE NORTH 20°42'33" EAST A DISTANCE OF 54.77 FEET;

THENCE NORTH 38°54'48" EAST A DISTANCE OF 66.39 FEET;

THENCE NORTH 20°40'05" EAST A DISTANCE OF 60.61 FEET;

THENCE SOUTH 69°21'00" EAST ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 10.50 FEET TO A POINT ON THE WEST LINE OF BEAVER STREET ROW;

THENCE SOUTH 20°40'05" WEST ALONG THE WEST LINE OF BEAVER STREET ROW A DISTANCE OF 69.07 FEET;

THENCE SOUTH 43°52'09" WEST ALONG THE WEST LINE OF BEAVER STREET ROW A DISTANCE OF 60.77 FEET;

THENCE SOUTH 65°40'03" WEST ALONG THE ROW OF BEAVER STREET AND BUTLER AVENUE A DISTANCE OF 35.30 FEET;

THENCE NORTH 69°17'27" WEST ALONG THE NORTH RIGHT OF WAY LINE OF BUTLER AVENUE A DISTANCE OF 85.34 FEET TO THE POINT OF BEGINNING.

AREA OF RIGHT OF WAY DEDICATED TO THE CITY OF FLAGSTAFF = 0.07925± ACRES

UTILITY COMPANY ACKNOWLEDGMENT

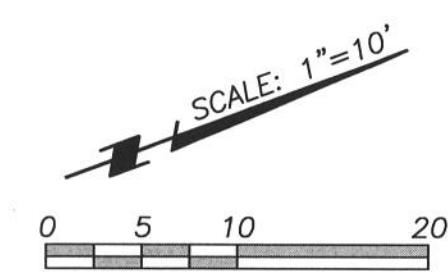
MARTIN CONBOY	
UNISOURCE ENERGY	DATE
MANUEL HERNANDEZ	
CENTURYLINK	DATE
CHAD BROOKS	
ARIZONA PUBLIC SERVICE	DATE
SANFORD YAZZIE	
SUDDENLINK	DATE

PROJECT INFORMATION

PROJECT NAME:	BUTLER AVENUE CONDOMINIUMS
PROJECT LOCATION:	207 S. BEAVER ST.
ASSESSORS PARCEL NUMBER:	103-07-011A
TITLE CONVEYED BY INSTRUMENT No:	3837444 (COCONINO COUNTY RECORDER)
TOTAL SQUARE FOOTAGE:	23,668 (PRE R.O.W. DEDICATION)
TOTAL ACREAGE:	0.54334± (PRE R.O.W. DEDICATION)
TOTAL SQUARE FOOTAGE:	20,216 (POST R.O.W. DEDICATION)
TOTAL ACREAGE:	0.46410± (POST R.O.W. DEDICATION)
REGIONAL PLAN DESIGNATION:	URBAN ACTIVITY CENTER
TOTAL NUMBER OF UNITS:	32
GROSS FLOOR AREA:	45,270 S.F.
NUMBER OF FLOORS:	5
PROPOSED USE:	RESIDENTIAL, COMMERCIAL
FEMA FLOOD ZONE:	ZONE "AE" (BASE FLOOD ELEVATION = 6897.00)
LOCATED WITHIN THE R.P.O. ZONE:	NO
OWNER/DEVELOPER:	MIRAMONTE BEAVER LLC MR. JACK KEMMERLY 4578 N. 1ST AVE., No 160 TUCSON, AZ. 85718 (928) 774-0028



SURVEY WAS PERFORMED BY APEX LAND SURVEYS,
JOB No. 10-05-18RR, DATED 10/19 & 10/24, 2018
AND IS TRUE AND CORRECT TO THE BEST OF MY
KNOWLEDGE. DEDICATION LANGUAGE SHOWN
HEREON IS FROM THE CITY OF FLAGSTAFF
PLANNING DEPARTMENT AND THIS CERTIFICATION
DOES NOT COVER THE DEDICATION LANGUAGE.



FOUND 2" ALUMINUM CAP IN
HAND HOLE AT THE
INTERSECTION OF BUTLER AVE.
AND HUMPHREYS ST.

THE NORMAL
SCHOOL ADDITION
BOOK 1, PAGE 28

THE NORMAL
SCHOOL ADDITION
BOOK 1, PAGE 28

THE NORMAL
SCHOOL ADDITION
BOOK 1, PAGE 28

THE NORMAL
SCHOOL ADDITION
BOOK 1, PAGE 28

#	BEARING	DISTANCE
1	S24°24'29"E	1.89'
2	N65°35'31"E	3.00'
3	N24°24'29"W	0.97'
4	N65°35'31"E	4.59'
5	N24°24'29"W	2.00'
6	N65°35'31"E	7.43'
7	N65°35'31"E	5.24'
8	N24°24'29"W	1.82'
9	N69°24'29"W	3.70'
10	S20°35'31"W	0.92'
11	N20°35'31"E	0.15'

BUILDING DETAIL
SCALE: 1"=5'

LEGEND & ABBREVIATIONS

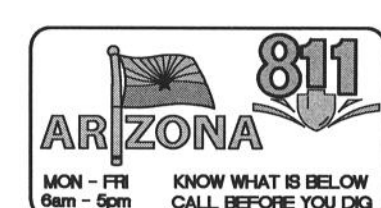
BC	BRASS CAP	EX	EXISTING
AC	ALUMINUM CAP	R.O.W.	RIGHT OF WAY
●	FOUND MONUMENT AS NOTED	S.F.	SQUARE FEET
○	CORNER TO BE SET	L.C.E.	LIMITED COMMON ELEMENT
---		No.	NUMBER
---			EXISTING RIGHT OF WAY
---			NEW RIGHT OF WAY
---			PROPERTY LINE

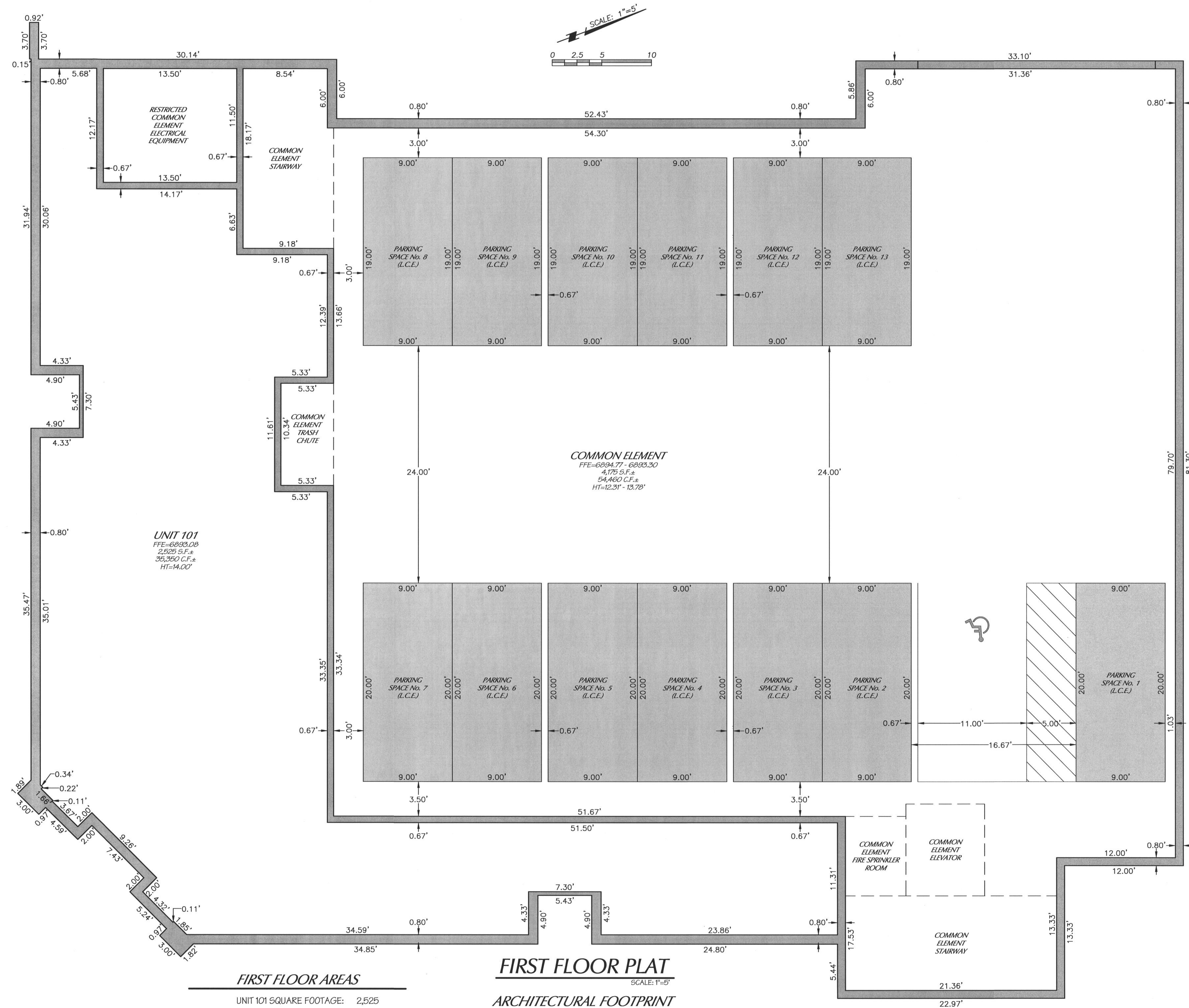
PROJECT BENCHMARK: IS A FOUND BRASS CAP IN HAND HOLE AT THE INTERSECTION OF BEAVER ST & BUTLER AVE, ELEVATION = 6891.84 (NAVD88)

BASIS OF BEARING: IS FROM THE SOUTHWEST CORNER OF PARCEL 103-07-011A, A FOUND 1/2" REBAR WITH ALUMINUM CAP "R. REECE, RLS 59307" TO THE NORTHWEST CORNER OF OF PARCEL 103-07-011A, A FOUND 1/2" REBAR WITH ALUMINUM CAP "R. REECE, RLS 59307".
BEARING OF N20°35'31"E - 196.17'

THIS INFORMATION IS BASED ON A RECORD OF SURVEY AND A TOPOGRAPHIC SURVEY, BOTH HAVE BEEN PERFORMED BY APEX LAND SURVEYS, JOB No. 10-05-88RR, DATED OCTOBER 24, 2018.

PARKING L.C.E. AREAS
SQUARE FOOTAGE: 2,923





FIRST FLOOR AREAS

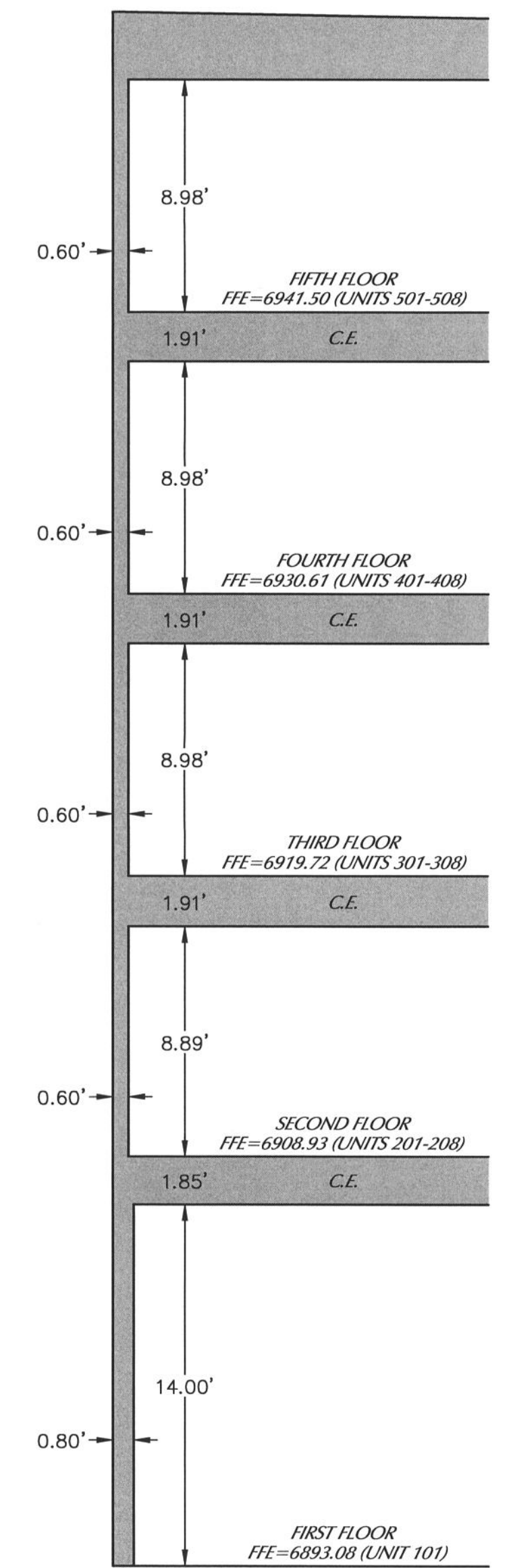
UNIT 101 SQUARE FOOTAGE:	2,525
1ST FLOOR C.E. SQUARE FOOTAGE:	4,974
1ST FLOOR R.C.E. SQUARE FOOTAGE:	155
1ST FLOOR L.C.E. SQUARE FOOTAGE:	2,286

FIRST FLOOR PLAT

SCALE: 1"=5'

ARCHITECTURAL FOOTPRINT

THE BUILDING FOOTPRINT AND THE ASSOCIATED DIMENSIONS SHOWN HEREON HAS BEEN PROVIDED BY THE CLIENT AND THEIR ARCHITECT.



BUILDING ELEVATIONS

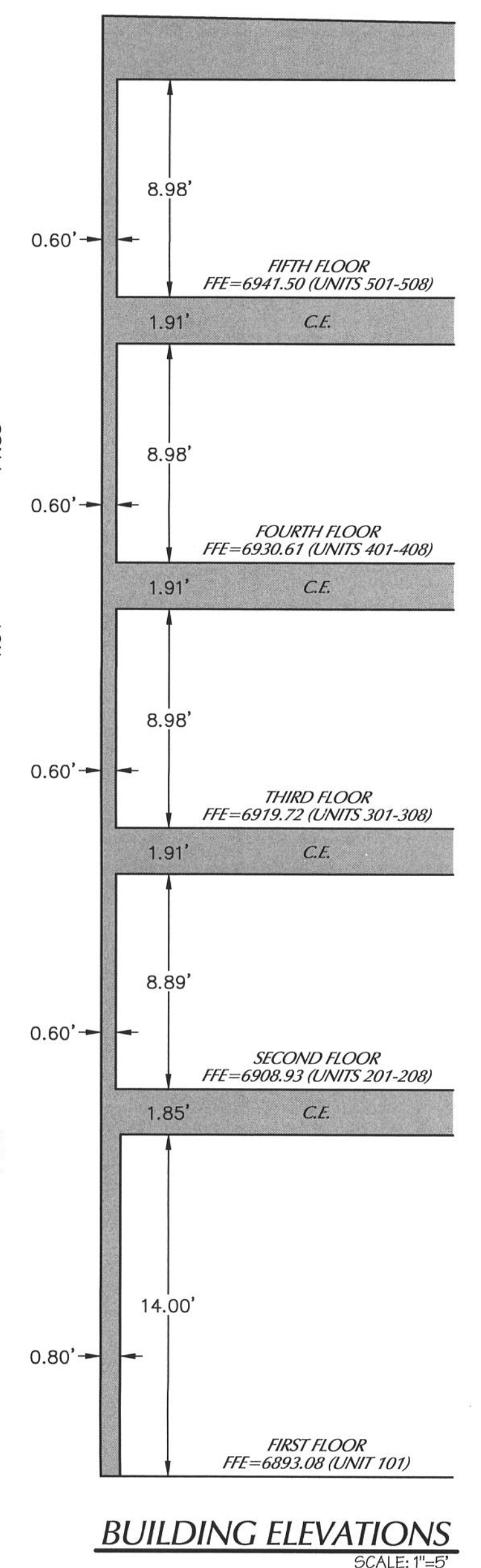
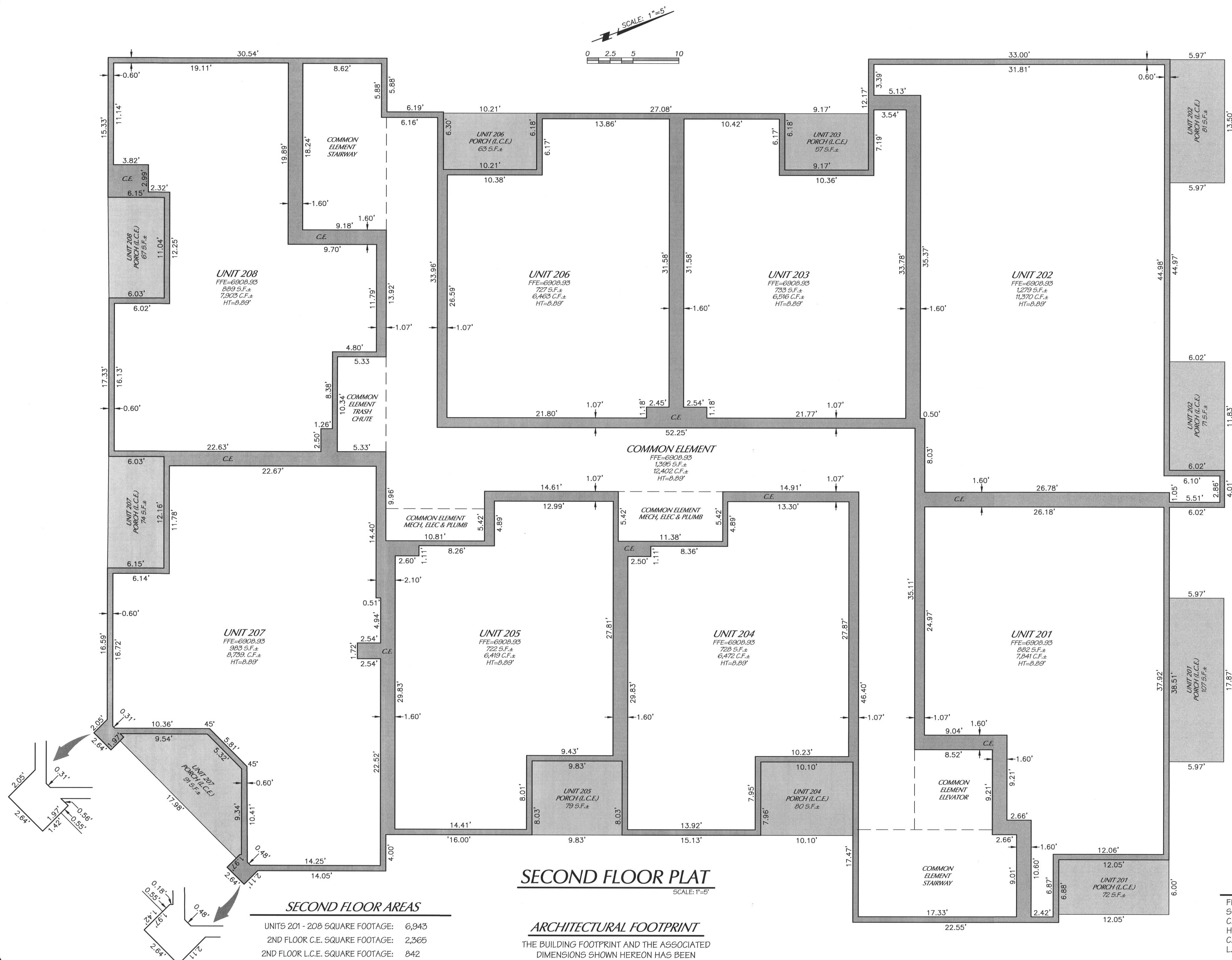
SCALE: 1"=5'

ABBREVIATIONS

FFE	FINISH FLOOR ELEVATION
S.F.	SQUARE FEET
C.F.	CUBIC FEET
HT	HEIGHT
C.E.	COMMON ELEMENT
R.C.E.	RESTRICTED COMMON ELEMENT
L.C.E.	LIMITED COMMON ELEMENT

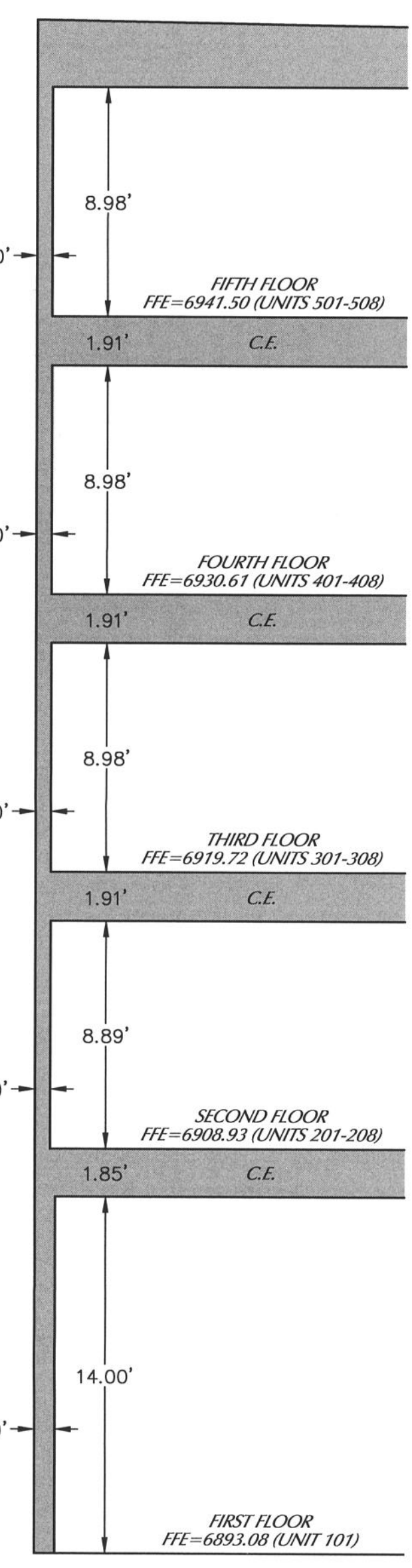
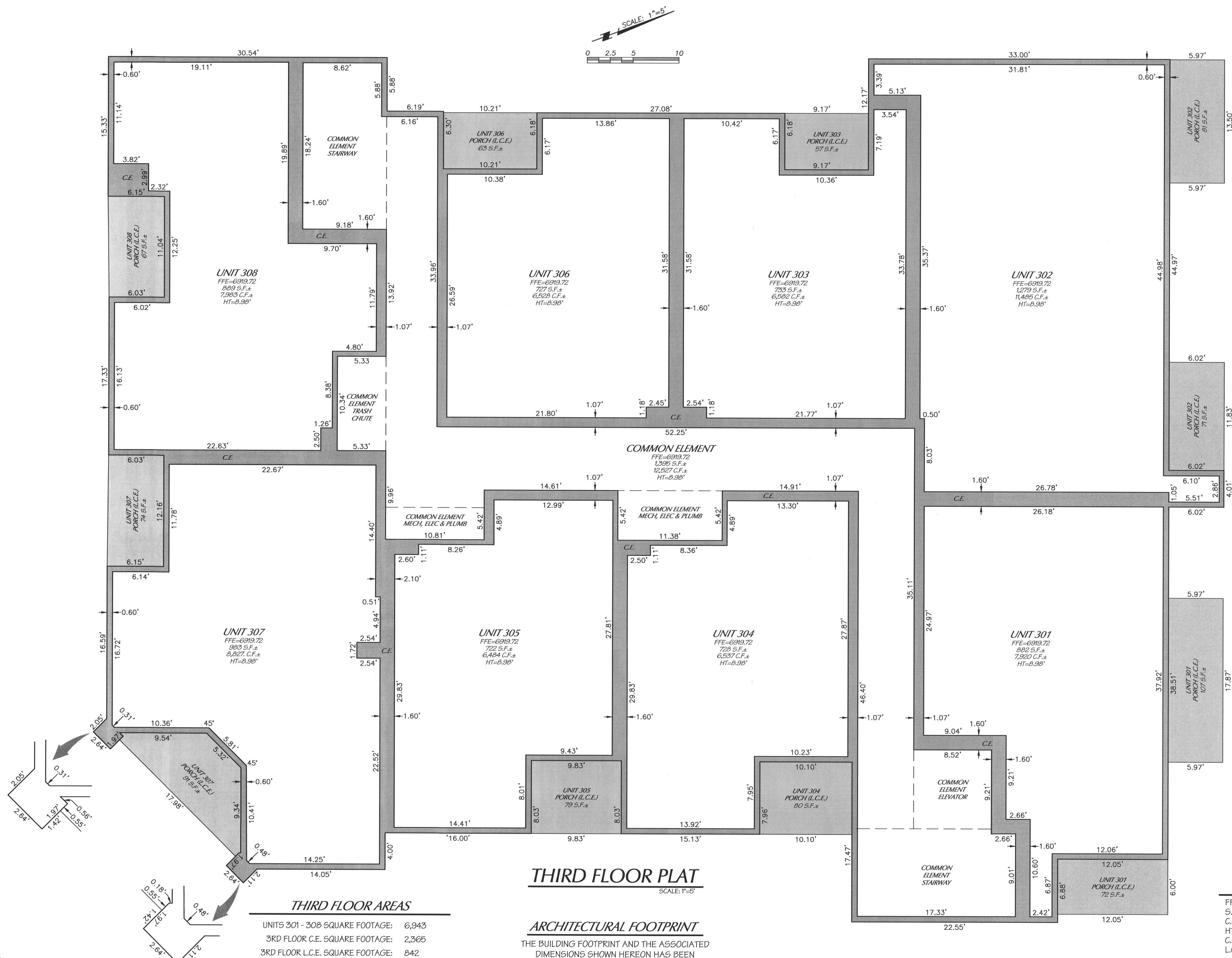
SHEET NO. 3 OF 8

COF PROJECT #



ABBREVIATIONS

FFE	FINISH FLOOR ELEVATION
S.F.	SQUARE FEET
C.F.	CUBIC FEET
HT	HEIGHT
C.E.	COMMON ELEMENT
L.C.E.	LIMITED COMMON ELEMENT



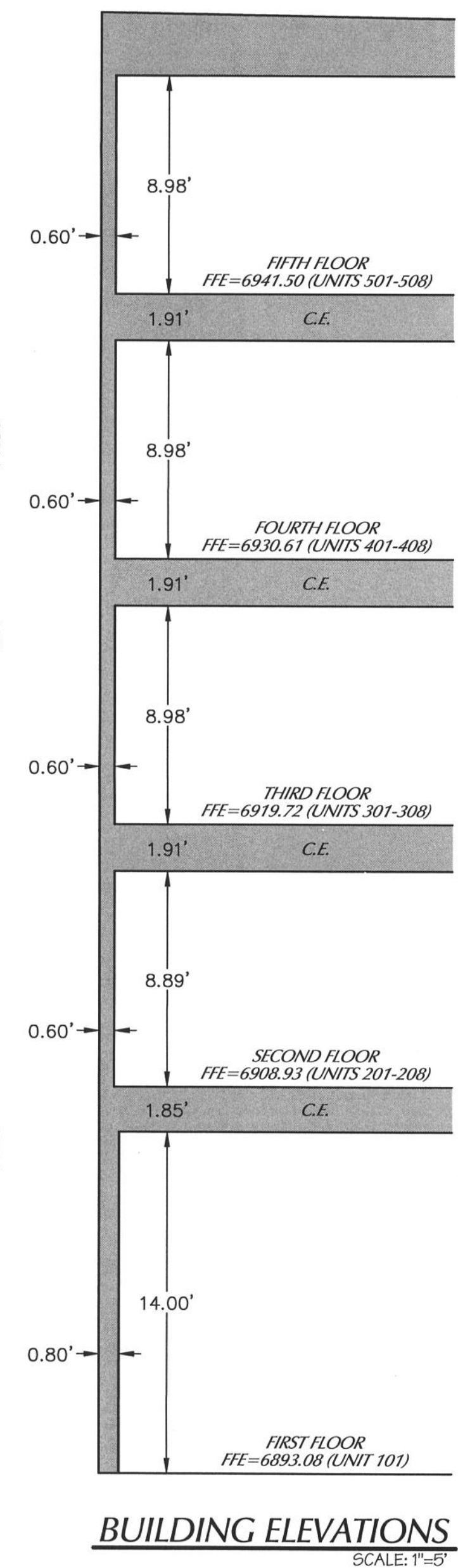
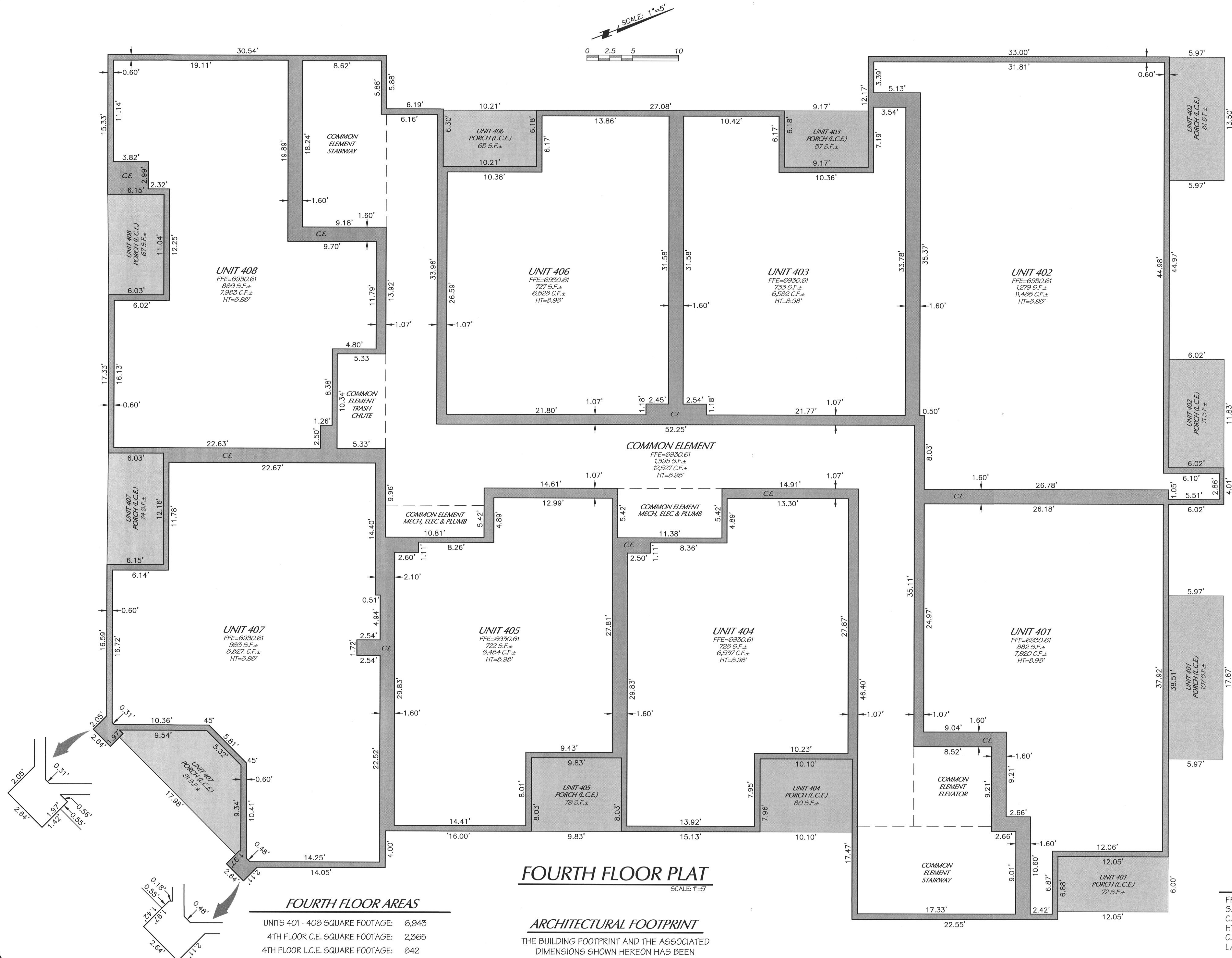
ABBREVIATIONS

FFE	FINISH FLOOR ELEVATION
S.F.	SQUARE FEET
C.F.	CUBIC FEET
HT	HEIGHT
C.E.	COMMON ELEMENT
L.C.E.	LIMITED COMMON ELEMENT

THIRD FLOOR PLAT
SCALE: 1"=5'

ARCHITECTURAL FOOTPRINT

THE BUILDING FOOTPRINT AND THE ASSOCIATED DIMENSIONS SHOWN HEREON HAS BEEN PROVIDED BY THE CLIENT AND THEIR ARCHITECT.



FOURTH FLOOR AREAS

UNITS 401 - 408 SQUARE FOOTAGE: 6,943

4TH FLOOR C.E. SQUARE FOOTAGE: 2,365

4TH FLOOR L.C.E. SQUARE FOOTAGE: 842

FOURTH FLOOR PLAT
SCALE: 1"=5'

ARCHITECTURAL FOOTPRINT

THE BUILDING FOOTPRINT AND THE ASSOCIATED DIMENSIONS SHOWN HEREON HAS BEEN PROVIDED BY THE CLIENT AND THEIR ARCHITECT.

ABBREVIATIONS

FFE	FINISH FLOOR ELEVATION
S.F.	SQUARE FEET
C.F.	CUBIC FEET
HT	HEIGHT
C.E.	COMMON ELEMENT
L.C.E.	LIMITED COMMON ELEMENT

SHEET NO. 6 OF 8
COF PROJECT #

Mogollon ENGINEERING & SURVEYING

411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 23950
KEITH V. HOTSENPILLER
JULY 1988

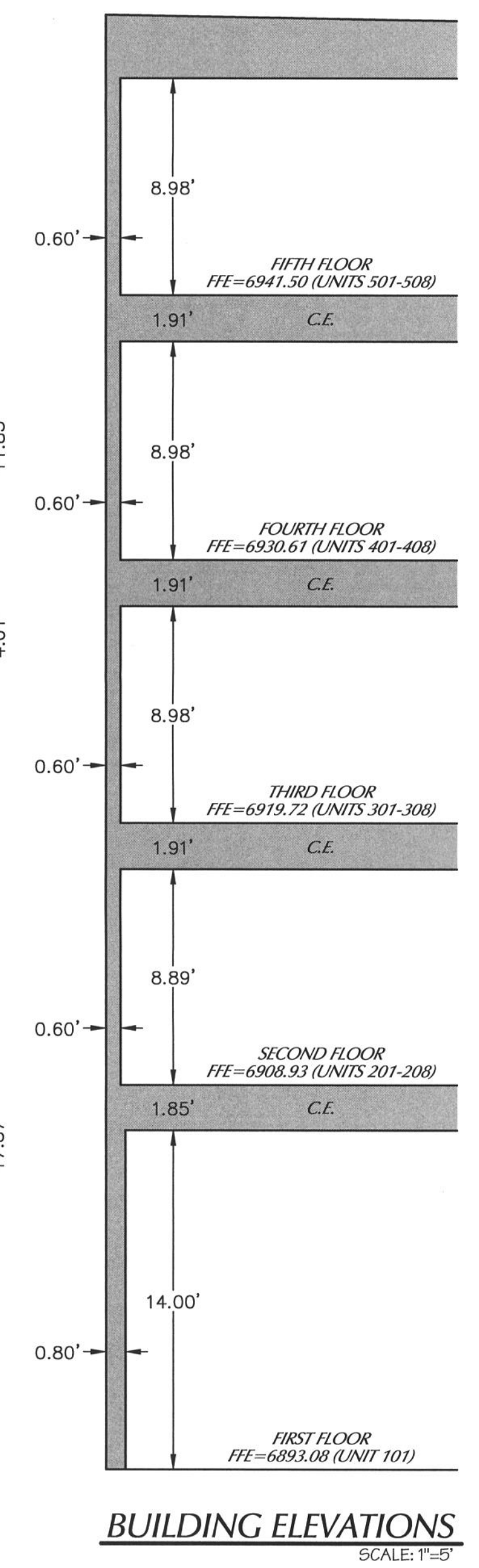
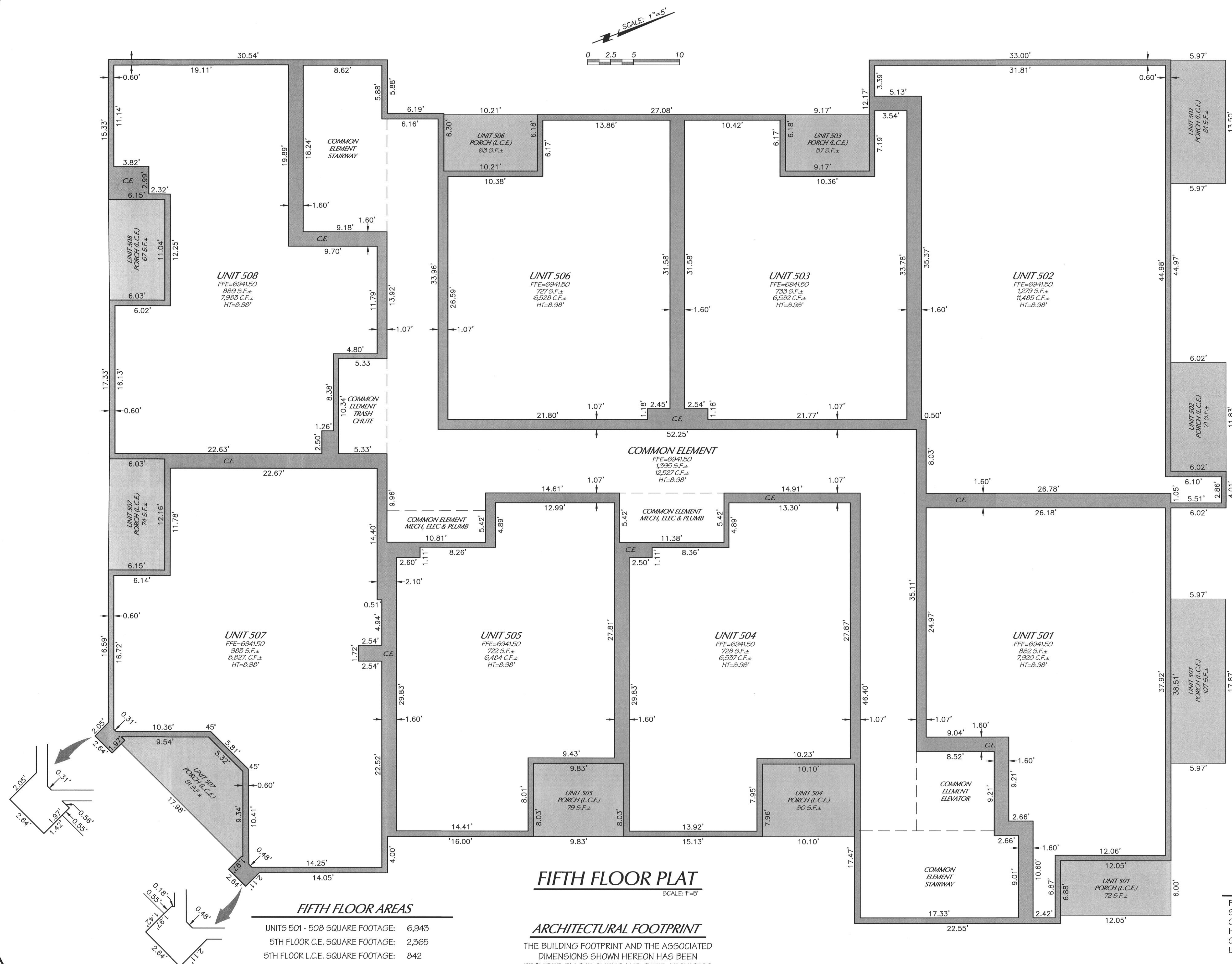
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DATE: 12/30/20
DESIGNED BY: MME
DRAWN BY: MME
CHECKED BY: KWH

REVISIONS PER C.O.F. COMMENTS DATED 12/9/20
PER C.O.F. COMMENTS DATED 12/17/20
VERT SCALE: N/A
HOR SCALE: 1"=5'

BUTLER AVENUE CONDOMINIUMS
FINAL PLAT
FOURTH FLOOR

12/30/20
MES#18294

PZ-18-00194-05



FIFTH FLOOR AREAS

UNITS 501 - 508 SQUARE FOOTAGE:	6,943
5TH FLOOR C.E. SQUARE FOOTAGE:	2,365
5TH FLOOR L.C.E. SQUARE FOOTAGE:	842

ARCHITECTURAL FOOTPRINT
THE BUILDING FOOTPRINT AND THE ASSOCIATED DIMENSIONS SHOWN HEREON HAS BEEN PROVIDED BY THE CLIENT AND THEIR ARCHITECT.

ABBREVIATIONS

FFE	FINISH FLOOR ELEVATION
S.F.	SQUARE FEET
C.F.	CUBIC FEET
HT	HEIGHT
C.E.	COMMON ELEMENT
L.C.E.	LIMITED COMMON ELEMENT

Mogollon ENGINEERING & SURVEYING

REGISTERED LAND SURVEYOR
KENT V. HOTSCHPILLER
No. 23950
Arizona State Board of Registration for Professional Engineers and Surveyors

BUTLER AVENUE CONDOMINIUMS
FINAL PLAT
FIFTH FLOOR

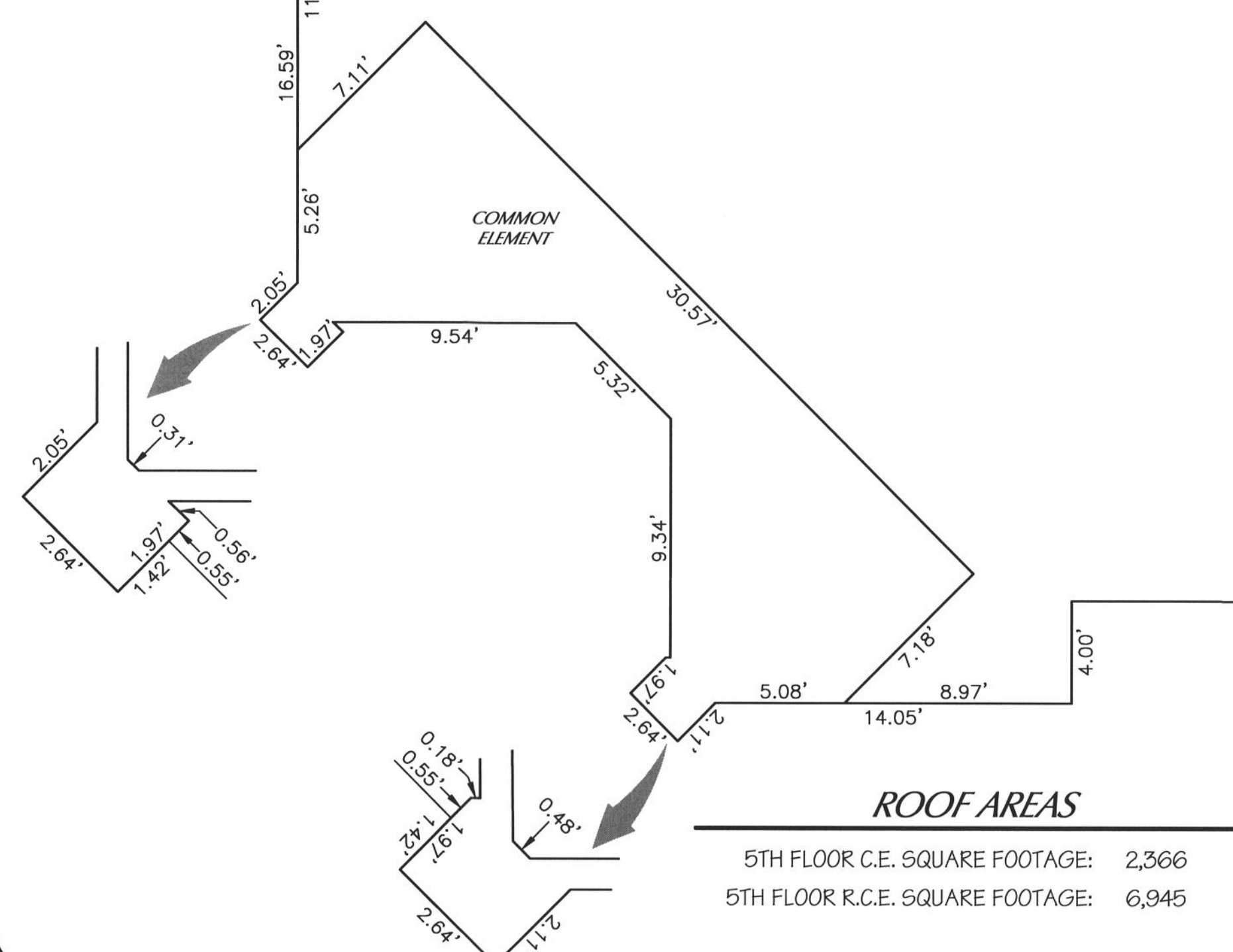
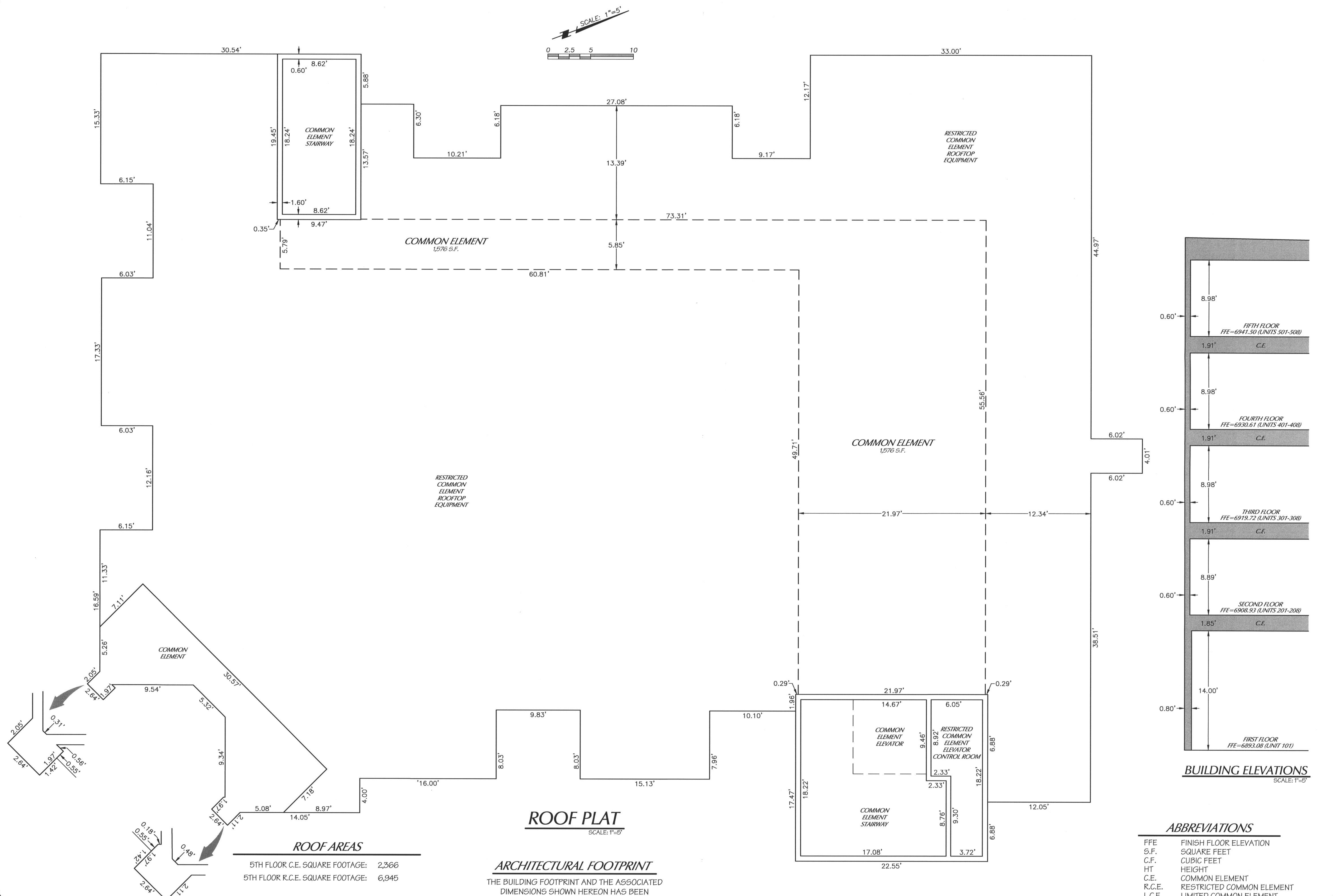
12/30/20
MES# 18294

PROJECT NO. 18294
DATE 12/30/20
DESIGNED BY: FME
DRAWN BY: FME
CHECKED BY: KWH

REVISIONS PER C.O.F. COMMENTS DATED 12/29/20
PER C.O.F. COMMENTS DATED 12/17/20
VERT. SCALE: N/A
HOR. SCALE: 1"=5'

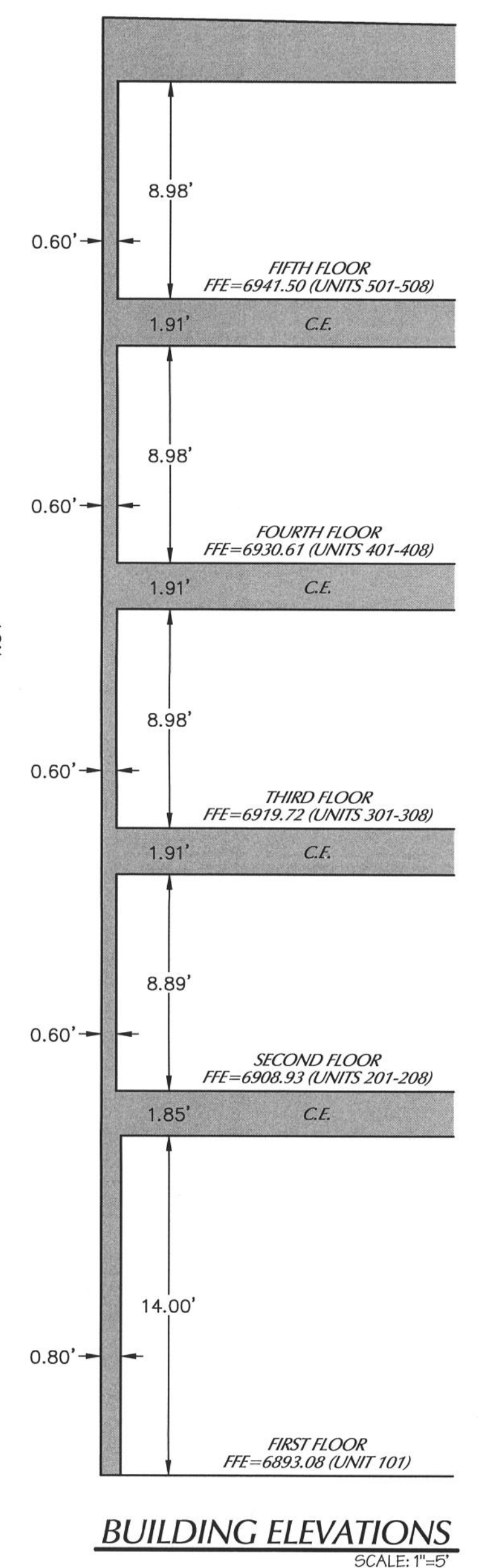
SHEET NO. 7 OF 7
COF PROJECT #

PZ-18-00194-05



ROOF PLAT
SCALE: 1"=5'

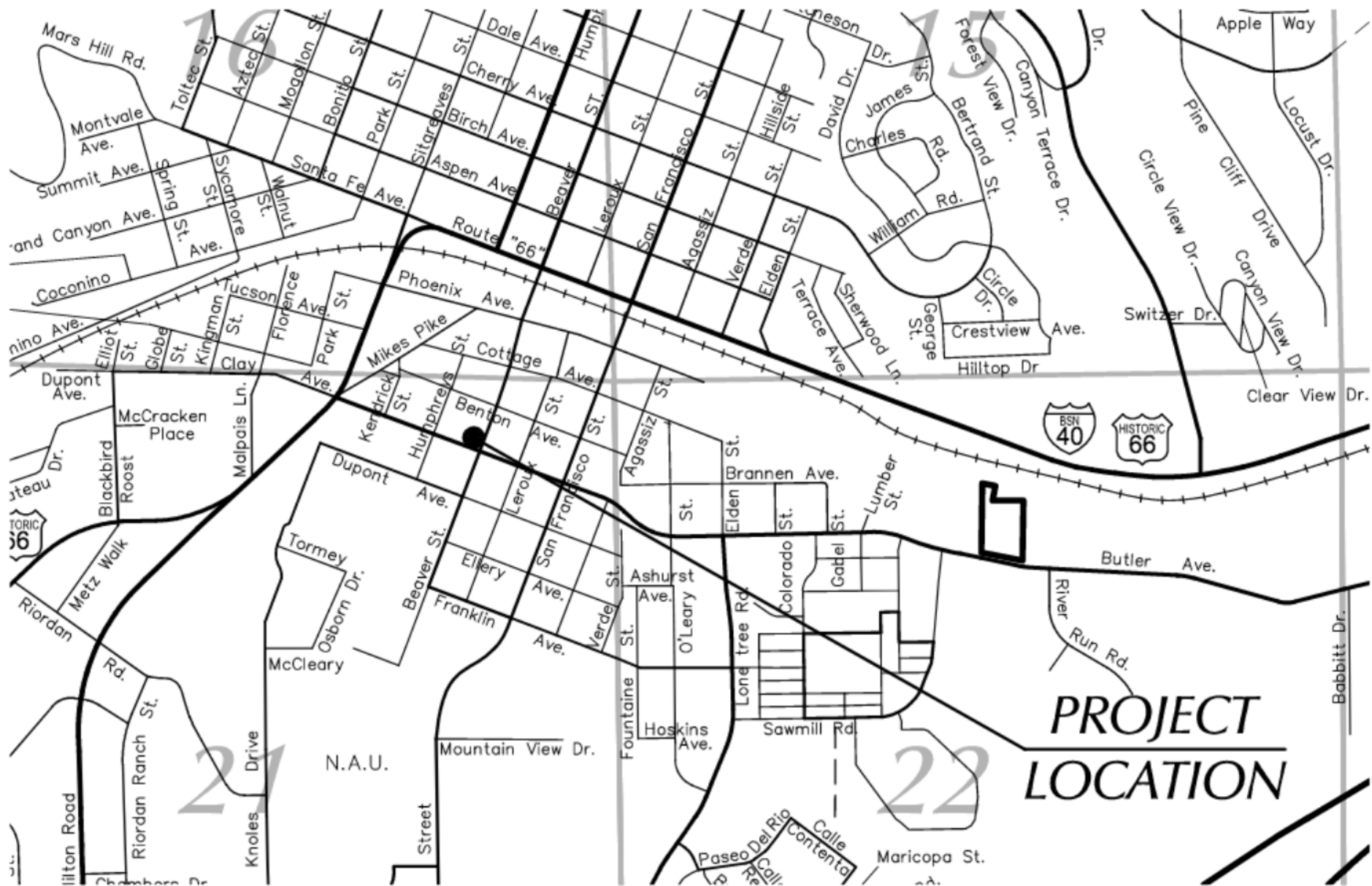
ARCHITECTURAL FOOTPRINT
THE BUILDING FOOTPRINT AND THE ASSOCIATED DIMENSIONS SHOWN HEREON HAS BEEN PROVIDED BY THE CLIENT AND THEIR ARCHITECT.



ABBREVIATIONS

FFE	FINISH FLOOR ELEVATION
S.F.	SQUARE FEET
C.F.	CUBIC FEET
HT	HEIGHT
C.E.	COMMON ELEMENT
R.C.E.	RESTRICTED COMMON ELEMENT
L.C.E.	LIMITED COMMON ELEMENT

SHEET NO. 8 OF 8
COF PROJECT #



VICINITY MAP

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Nicole Antonopoulos, Sustainability Director
Co-Submitter: Ramon Alatorre
Date: 01/12/2021
Meeting Date: 01/19/2021



TITLE:

Consideration and Approval of Contract: APS Level 2 Electric Vehicle Charging Agreement # 156299, Agreement # 156300 and Agreement # 155835

STAFF RECOMMENDED ACTION:

Approve APS Level 2 Electric Vehicle Charging Pilot Agreement # 156299, Agreement # 156300, and Agreement # 155835

Executive Summary:

Staff is requesting approval of three Customer Agreements with APS to install four electric vehicle (EV) charging stations (EVCS) at three locations: (12 total parking spots with EVCS, 4 at each location)

- The Flagstaff Main Library, located at 300 W Aspen Ave. (Agreement #156299)
- The Flagstaff Pulliam Airport, located at 6200 S Pulliam Dr. (Agreement #156300)
- The Flagstaff Aquaplex, located at 1702 N 4th Street. (Agreement #155835)

These installations are part of Phase 2 of an APS pilot program, Take Charge AZ, to offer free EVCS to government agencies. APS will provide for the installation, electric infrastructure and maintenance of the chargers. The City of Flagstaff also participated in Phase 1 of the Take Charge AZ program - the installation of the 4 EVCS at City Hall were completed in June 2020.

These new agreements continue to represent an exciting opportunity to partner with APS, participate in the ongoing APS study of EV charging operations, and provide EV infrastructure to both the community and municipality at a significantly reduced cost to the City.

These EVCS will support the future growth of City's EV fleet. ParkFlag and Water Services received the City's first EVs in 2019. Going forward, when it is determined that a vehicle purchase is needed, the City will first consider electric vehicles if appropriate models are available. Both EV charging stations and EV fleet purchases support the goals of the Climate Action and Adaptation Plan, by reducing emissions from transportation.

The EVCS will also be available for use by the public at all three locations.

Council approval for the associated easements at these three locations will be brought forward by the Real Estate Manager at a later date.

Financial Impact:

The of financial costs associated with the EV charging stations are outlined below:

- Electrical infrastructure upgrades: APS will be providing significant infrastructure support and upgrades at no cost to the City.
- EV charging stations: The City and APS are sharing the cost of the EV charging stations, and the City's obligation will include a one-time cost of \$9,733.00 at each site. Associated costs will be absorbed into existing budgets in the Airport, Aquaplex, Library, and Sustainability. This fee covers the Charging Station units as well as the first year of Cloud service (see below). The City has chosen to upgrade to networked EVCS, which are more appropriate for monitoring fleet vehicle use, collecting real-time data and facilitating use of the charging stations when appropriate. Currently the EVCS at City Hall are available to City employees and the public at no fee, however the networked EVCS will allow the City the flexibility to charge a fee in the future should that become the direction desired.
- Networking fees: The City will pay networking fees of \$1,120 annually at each location, to operate and monitor the charging stations.
- Electricity use through the chargers: The City will pay for any electricity costs associated with using the chargers. The chargers will be metered separately and be placed on a time-of-use service plan to encourage use of the equipment when solar energy is abundant and energy prices are lower. In general, fueling an electric vehicle costs less than fueling a gasoline vehicle, representing overall cost savings for the City.

Policy Impact:**Connection to PBB Key Community Priorities/Objectives & Regional Plan:****Priority Based Budget Key Community Priorities and Objectives**

This project supports the PBB priority of "Sustainable, Innovate Infrastructure" including the specific objectives of: Provide effective management of and infrastructure for all modes of transportation; Facilitate and develop carbon-neutral energy opportunities; Deliver outstanding services to residents through a healthy, well maintained infrastructure system. It also supports Environmental Stewardship by advancing climate action and implementation of the Climate Action and Adaptation Plan.

Regional Plan

The EV charging stations support Council's goal of implementing the Climate Action and Adaptation Plan.

Relevant actions in the CAAP include:

- Action TLU-3-B: Develop public-private partnerships to develop electric vehicle charging stations at City facilities.
- Action TLU-3-L: Partner with private entities, such as APS, to prepare electricity infrastructure for electric vehicle charging demand.

Regional Plan:

Goal E&C.1. Proactively improve and maintain the region's air quality.

Goal E&C.2 Reduce Greenhouse gas emissions.

Has There Been Previous Council Decision on This:

- 11/20/2018 Adoption of the Climate Action and Adaptation Plan, which includes goals and strategies to increase electric vehicle infrastructure and adoption.
- 8/27/2019: Council approved the Customer Agreement for the EVCS at City Hall, which was part of Phase 1 of the same APS Take Charge AZ Program.
- 6/23/2020: Council adopted the Climate Emergency Declaration Resolution which calls for an increase in urgency and action to dramatically reduce community emissions.

Attachments:

APS Take Charge Main Library

APS Take Charge Main Library - Appendix B

APS Take Charge Aquaplex

APS Take Charge Aquaplex - Appendix B

APS Take Charge Airport

APS Take Charge Airport - Appendix B

Presentation

APS LEVEL 2 ELECTRIC VEHICLE CHARGING PILOT AGREEMENT # 156299

This Electric Vehicle Charging Station Pilot Agreement (“Agreement”) between Arizona Public Service Company (“APS”) and City of Flagstaff Main Library (“Customer”), is effective as of December 10th, 2020 (the “Effective Date”).

Customer’s Charging Stations will be located at: 300 W Aspen Ave Flagstaff, AZ 86001.

Background

APS is conducting an Electric Vehicle Charging Pilot Program (the “Program”), whereby APS is installing Level 2 charging stations at certain APS Customer’s location. The Program is being conducted in order for APS to assess electric vehicle (“EV”) consumer purchasing, EV driver charging behavior, and other relevant information regarding the use of EV charging stations. APS has selected Customer to participate in the Program.

Customer acknowledges that APS cannot fully determine Customer’s eligibility in the Program until after execution of this Agreement and that Customer eligibility will be determined by APS, in its sole discretion.

APS and Customer Agree as follows:

1. Definitions:

- a. **Charging Station:** A UL/ETL certified electrical device that provides power to an EV using a standard J1772 Plug connector and cable. The Charging Station will be a Level 2 type, capable of providing up to 7kW of power to an EV. The Charging Stations will be either pedestal mounted, with two chargers on each pedestal, or wall mounted. Each Customer will receive a maximum of 4 plugs.
- b. **Charging Station Area:** the area where the Charging Stations are installed and used, and where designated parking spots for EV charging are located.
- c. **Environmental Contamination:** any and all actual or threatened releases, discharges, spills, or the presence of Hazardous Substances within the Property.
- d. **Environmental Laws:** any and all applicable federal, state, local, or municipal law, statute, code, regulation, or policy (including without limitation common law) governing the use, storage, treatment, or disposal of Hazardous Substances or otherwise relating to the protection, conservation, or preservation of the natural environment or natural resources, including ambient air, wildlife or plant species, surface water or groundwater resources, or soil and other subsurface strata.
- e. **Hazardous Substances:** any liquid, solid, or gaseous substance or material (including petroleum and petroleum products) that is designated, classified or regulated as, either, a

solid or hazardous waste, a hazardous substance or material, a contaminant, or a pollutant under any Environmental Law, or which becomes so designated, classified, or regulated

- f. **Infrastructure:** the electrical equipment required to provide power to the Charging Station. The equipment may include a transformer, underground conduits, cables, meters, disconnects (on/off switches), concrete pads, and signage.
- g. **Property:** the entirety of the property owned or leased by Customer that is included in the address listed at the top of the agreement.
- h. **Site:** any part of the Property subject to the Utility Easement with the exception of the meter pedestal, Charger and cable between the two described in Section 3(b).

2. General Terms

- a. Except as set forth in subsection (d) below, APS will, at no cost to Customer, design, construct, and install all necessary Infrastructure and Charging Stations at the Site.
- b. APS will own, operate, and maintain the Infrastructure and Charging Stations. APS's routine maintenance of the Charging Stations will be limited to semi-annual inspections of the Charging Stations, testing, and firmware upgrades. Customer's inspection obligations are set forth in Section 5.
- c. If, for any reason, Customer's existing electrical infrastructure cannot accommodate installation of the Infrastructure or Charging Stations, or there are other technical or Site related issues of any kind that, in APS's sole discretion, prevent APS from installing the Infrastructure or Charging Stations, APS may terminate this Agreement upon written notice to Customer. Termination of this Agreement will be effective as of Customer's receipt of APS's notice of termination.
- d. Based on estimates to install the Infrastructure and Charging Stations, both are being provided at no charge to Customer. In the event that, as a result of an unusual design or technical issue associated with the Site, APS or its subcontractor is required to bill the Customer for any additional costs, APS will notify Customer in writing if additional charges are required to the Customer (the "Customer Cost Allocation"). Customer will have 30 days following receipt of APS's written notice of a Customer Cost Allocation to notify APS in writing, if Customer will pay the Customer Cost Allocation or terminate this Agreement. The signatory on behalf of the Customer must have proper authority to authorize the customer cost allocation on behalf of their company. Customer's notice that it is electing to terminate this Agreement will serve as Customer's termination of this Agreement.
- e. Customer will work with APS and its contractors to schedule and allow for the following activities: site inspection to verify eligibility, necessary permitting and inspections, installation, and all other reasonably necessary activities. Customer will also provide

APS with ; existing as built one-line electrical drawings identifying connections for electrical power; existing electrical load designs and layouts of actual connected loads, and any other documents reasonably requested by APS.

- f. Customer will permit APS to post signage on or near the Charging Stations identifying that the Charging Stations are being provided by APS and otherwise providing pertinent information about the Charging Stations, APS, or the Program.
- g. In the event of an emergency or other situation where APS must gain immediate access to the Site, APS must be able to access the Charging Stations and Infrastructure without delay (*i.e.*, access to the Charging Stations or Infrastructure cannot be locked or gated unless immediately accessible by a Customer representative who is on duty 24 hours a day). In all other situations, Customer will provide APS access to the Charging Stations upon 24 hours verbal notice.
- h. Customer will keep trees, bushes, and hedges trimmed so that the Charging Stations remain unobstructed, as required when initially installed.
- i. Customer will not modify the Site in any way that may impact the operation or use of the Charging Stations without the prior written approval of APS.
- j. In APS's discretion, APS may replace the Charging Stations with new Charging Stations. If Customer paid for any infrastructure or fees for networking the Charging Stations, APS will ensure Customer has comparable functionality.
- k. The APS Charging Stations must remain isolated electrically and separately metered from all other electrical equipment, unless agreed to otherwise by APS in writing.
- l. APS, in collaboration with Customer, will take any action which, in their reasonable judgment, is necessary to ensure the Charging Stations and Infrastructure are being properly maintained and operated, and to ensure the Charging Stations are meeting the objectives of the Program.

3. Certain Other Terms of Service

- a. Customer's monthly APS electric bill for the Charging Stations will include the energy used by the Charging Stations. For the dedicated Charging Stations meter, Customer must enroll in APS's E-32XS Demand Service Plan. APS may, in its sole discretion revise the list of eligible Service Plans at any time. If during the term of this Agreement an EV Service Plan becomes available, APS may require Customer to enroll in that Service Plan. Customers may choose the service plan that works best for them.
- b. Customer must execute an easement to APS in the form and substance of the standard Utility Easement. Among other things, the Utility Easement Agreement will provide APS with the right to leave the Infrastructure in place if the Charging Stations are removed. Notwithstanding the foregoing, after the term of this Agreement as set forth in

Sections 7 or any earlier termination provided for in this Agreement, if Customer requests APS to modify or abandon the Utility Easement, APS shall reasonably agree to such requests. All such costs associated with any modification or abandonment of the Utility Easement, including the removal of any equipment (meter, chargers and services), conduit, or otherwise, shall be borne solely by APS. Notwithstanding the foregoing, in no event shall APS be required to modify or abandon any new transformers, and associated infrastructure to install those new transformers as part of this pilot program.

- c. An officer of Customer must sign the Utility Easement and this Agreement.
 - d. If customer is a lessee of the Property, an officer or Mayor of the owner of the Property must sign the Utility Easement Agreement and an officer or Mayor of both the Customer and the owner of the Property must sign this Agreement.
4. Consent to Share Information.
- a. As part of the Program, APS will collect and use the following information from the dedicated meter installed at the Site: total energy usage of the Charging Stations and information regarding performance of the Charging Stations (uptime, maintenance, utilization, and the like).
 - b. Customer agrees that APS may use the information described in subsection (a) for any reason, so long the information does not identify the Customer.
5. Additional Customer Obligations.
- a. Customer must perform weekly safety inspections (snow, debris, clear and safe access) of the Charging Station Area and immediately notify APS at the APS phone number listed on APS provided signage, if it observes any of the conditions listed on the APS Charging Station Inspection Checklist, which is attached here as Appendix A.
 - b. Customer must advise employees and any other third persons using the Charging Stations, if the Charging Stations are not available between 3pm and 8pm daily.
 - c. Customer is responsible for all typical parking related matters, including, but not limited to arrangement and painting of parking/painted lines, and the like with the exception that APS will mark the parking spots with "Reserved Electric Vehicle Parking".
 - d. Customer agrees to encourage employees to participate in APS provided surveys regarding the Charging Stations and provide APS with related information regarding charging usage and the like, as reasonably requested by APS.
 - e. Customer agrees that APS may use the information described in subsection (d) for any reason, so long the information does not identify the Customer.

6. Term. The Program is intended to be in effect for five years following installation of the Charging Stations. APS, however, reserves the right to terminate this Agreement at any time, without liability to Customer. Unless terminated earlier as set forth in this Agreement, this Agreement will terminate on the fifth anniversary of the In-Service Date.
7. Shut Off and Termination for Cause.
 - a. If, in APS's reasonable opinion, a safety condition related to the Infrastructure or Charging Stations exists, APS may immediately shut off the Charging Stations and any impacted Infrastructure.
 - b. If: (i) a safety conditions exists that is not being caused by APS or (ii) Customer is otherwise in default of this Agreement (each of (i) or (ii) being a "Default"), then Customer will have 30 days following receipt of APS's written notice identifying the Default to remedy the same. If Customer has not remedied the Default within the 30 day cure period, APS may terminate this Agreement immediately, upon Customer's receipt of APS's notice of termination.
8. Termination. Upon termination of this Agreement for any reason, APS will notify Customer in writing of termination of this Agreement and Customer will notify APS within 30 days of receipt of APS's written notice whether it intends to take ownership of the Charging Stations or require that APS remove the Charging Stations.
 - a. If Customer notifies APS that it is electing to have APS remove the Charging Stations, APS will remove the Charging Stations within 60 days after receipt of Customer's written notice and APS will disconnect and abandon the Infrastructure in place or remove it as it deems fit (pursuant to the Utility Easement).
 - b. If Customer notifies APS that it is electing to take ownership of the Charging Stations after five years, APS will transfer title to Customer. Upon transfer of title of the Charging Stations, Customer will assume sole and full responsibility for the operation and maintenance of the Infrastructure and Charging Stations. Prior to the transfer of title to Customer, APS will perform a fair market value analysis of the Charging Stations and provide the information to Customer in writing.
9. Tax Implications. If Customer elects to take ownership of the Charging Stations and the Charging Stations have a fair market value, Customer may incur a tax burden as a result of taking possession of the Charging Stations. APS advises that Customer should consult a tax advisor regarding possible tax liability resulting from the transfer of ownership (please note: current U.S. tax code requires APS to generate a Form 1099 if the System value is \$600 or more). APS will still maintain ownership of the Infrastructure and easement of the Infrastructure.
10. Exclusion of Damages. Neither party will be liable to the other party for any indirect, consequential, special, or punitive damages for any actions resulting from or arising out of this

agreement, whether based on contract, tort (including negligence), strict liability, contribution, or otherwise.

11. American Disabilities Act. Customer agrees to defend, indemnify, and hold harmless APS and its subcontractors against any claims by Customer or any third parties arising out of or related to violation of the Americans with Disabilities Act Amendments Act (ADAAA) with respect to parking accommodations.

12. Environmental Liability.

- a. APS shall retain all liability arising from and responsibility to address, and the Customer shall not any assume such liability or responsibility for, Environmental Contamination caused by APS's installation, operation, and maintenance of the Infrastructure or Charging Stations, including any and all losses, costs, damages, or obligations (including without limitation any environmental remediation or corrective action obligations).
- b. Customer shall retain all liability arising from and responsibility to address, and APS shall not any assume such liability or responsibility for, pre-existing Environmental Contamination within the Site prior to the Effective Date or any Environmental Contamination caused by Customer after the Effective Date, including any and all losses, costs, damages, or obligations (including without limitation any environmental remediation or corrective action obligations).

The indemnification obligations in this paragraph will survive any expiration or termination of this Agreement.

COMPANY

ARIZONA PUBLIC SERVICE COMPANY

By: _____

By: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

PROPERTY OWNER

(If different from company)

By: _____

Title: _____

Signature: _____

Appendix A

APS Take Charge AZ – Customer Charger Inspection

To be Performed Weekly

Date: _____

Time: _____

Name of Inspector: _____

Location of Chargers: _____

ENSURE A SAFE WORK AREA PRIOR TO INSPECTION.

If there are critical safety concerns with your chargers, please contact APS immediately!

Walk down all charging stations, inspect for the following:

- i. Any signs of damage or physical contact with vehicle
- ii. Note damage or issues in comment box

Detail	Good	Bad	Comment
Charger Body			
Charger Cord			
Connector/Plug			
Any Exposed Wiring			
Meter			
Meter Pedestal			

Appendix B

City of Flagstaff Main Library
300 W. Aspen Avenue
Flagstaff, AZ 86001
Application #156299

APS Take Charge AZ – ChargePoint Networked Charger Option

ChargePoint Option

Commercial or Industrial Customers accepted into the APS Take Charge AZ Pilot may elect to select from Clipper Creek HCS-40R non-networked chargers to ChargePoint CT4021-GW1 networked chargers by executing Appendix B.

ChargePoint Networked Charger Capabilities

ChargePoint CT4021-GW1 networked chargers provide the following capabilities:

- **OCPP Capable:** Native support for OCPP in ChargePoint stations and an easy process to integrate other stations to the ChargePoint Network using OCPP.
- **EMP & CPO Roaming:** Seamless communication between the driver, station and clearinghouse.
- **Station Locations & Availability:** Complete visibility of stations and their availability make it easy for drivers to find a compatible charger.
- **Access Control:** Manage and control access to charging stations based on well-defined policies. Enhance the value for the station owner with the right level of control.
- **Flexible Pricing:** Provide the station owner with pricing controls that are in line with station usage. Provide flexibility to update pricing as usage changes.
- **Authorization, Authentication & Accounting:** Ensure safe and secure payment for charging. Security measures include the pseudonymization and encryption of personal data and other capable security measures that ensure the ongoing confidentiality, integrity, availability and resilience of the network.
- **Power Management:** Ensure that charging stations never draw more power than the site can provide.
- **Driver Notifications:** Notify EV drivers about station availability, state of charge and other key messages to enhance your relationship with drivers.
- **Queueing (Waitlist):** Increase utilization of stations and charge more vehicles by enabling drivers to get in a virtual queue for stations.

- Fleet Services: Integrate with fleet systems (fleet management, route monitoring, etc.) to provide critical data and insights.
- Station Support: ChargePoint responds quickly and effectively to any situation that occurs at a station.
- Scalability: Support the growth of stations worldwide. Provide consistent, high-quality functionality without any delays.

Additional Fees, Invoicing, and Payment Terms

Customer will enter into a separate agreement with ChargePoint, Inc for networking services. Networking fees up to \$280 per port per year. This will total up to \$1,120 per year. First year fees will be included in the invoice from the installer as noted below. Subsequent years will be invoiced by ChargePoint, Inc.

Customer will be invoiced by the installer and will pay the additional fees as outlined below:

1. One-time installation fee not to exceed \$750.
2. One-time equipment upgrade fee of \$7,863.
3. First year networking fee up to \$1120.

Payment terms will be net 30 days.

COMPANY

By: _____

Title: _____

Signature: _____

ARIZONA PUBLIC SERVICE COMPANY

By: _____

Title: _____

Signature: _____

APS LEVEL 2 ELECTRIC VEHICLE CHARGING PILOT AGREEMENT # 155835

This Electric Vehicle Charging Station Pilot Agreement (“Agreement”) between Arizona Public Service Company (“APS”) and City of Flagstaff - Rec Center (“Customer”), is effective as of January 21st, 2021 (the “Effective Date”).

Customer’s Charging Stations will be located at: 1702 N 4th Street Flagstaff, AZ 86004.

Background

APS is conducting an Electric Vehicle Charging Pilot Program (the “Program”), whereby APS is installing Level 2 charging stations at certain APS Customer’s location. The Program is being conducted in order for APS to assess electric vehicle (“EV”) consumer purchasing, EV driver charging behavior, and other relevant information regarding the use of EV charging stations. APS has selected Customer to participate in the Program.

Customer acknowledges that APS cannot fully determine Customer’s eligibility in the Program until after execution of this Agreement and that Customer eligibility will be determined by APS, in its sole discretion.

APS and Customer Agree as follows:

1. Definitions:

- a. **Charging Station:** A UL/ETL certified electrical device that provides power to an EV using a standard J1772 Plug connector and cable. The Charging Station will be a Level 2 type, capable of providing up to 7kW of power to an EV. The Charging Stations will be either pedestal mounted, with two chargers on each pedestal, or wall mounted. Each Customer will receive a maximum of 4 plugs.
- b. **Charging Station Area:** the area where the Charging Stations are installed and used, and where designated parking spots for EV charging are located.
- c. **Environmental Contamination:** any and all actual or threatened releases, discharges, spills, or the presence of Hazardous Substances within the Property.
- d. **Environmental Laws:** any and all applicable federal, state, local, or municipal law, statute, code, regulation, or policy (including without limitation common law) governing the use, storage, treatment, or disposal of Hazardous Substances or otherwise relating to the protection, conservation, or preservation of the natural environment or natural resources, including ambient air, wildlife or plant species, surface water or groundwater resources, or soil and other subsurface strata.
- e. **Hazardous Substances:** any liquid, solid, or gaseous substance or material (including petroleum and petroleum products) that is designated, classified or regulated as, either, a

solid or hazardous waste, a hazardous substance or material, a contaminant, or a pollutant under any Environmental Law, or which becomes so designated, classified, or regulated

- f. **Infrastructure:** the electrical equipment required to provide power to the Charging Station. The equipment may include a transformer, underground conduits, cables, meters, disconnects (on/off switches), concrete pads, and signage.
- g. **Property:** the entirety of the property owned or leased by Customer that is included in the address listed at the top of the agreement.
- h. **Site:** any part of the Property subject to the Utility Easement with the exception of the meter pedestal, Charger and cable between the two described in Section 3(b).

2. General Terms

- a. Except as set forth in subsection (d) below, APS will, at no cost to Customer, design, construct, and install all necessary Infrastructure and Charging Stations at the Site.
- b. APS will own, operate, and maintain the Infrastructure and Charging Stations. APS's routine maintenance of the Charging Stations will be limited to semi-annual inspections of the Charging Stations, testing, and firmware upgrades. Customer's inspection obligations are set forth in Section 5.
- c. If, for any reason, Customer's existing electrical infrastructure cannot accommodate installation of the Infrastructure or Charging Stations, or there are other technical or Site related issues of any kind that, in APS's sole discretion, prevent APS from installing the Infrastructure or Charging Stations, APS may terminate this Agreement upon written notice to Customer. Termination of this Agreement will be effective as of Customer's receipt of APS's notice of termination.
- d. Based on estimates to install the Infrastructure and Charging Stations, both are being provided at no charge to Customer. In the event that, as a result of an unusual design or technical issue associated with the Site, APS or its subcontractor is required to bill the Customer for any additional costs, APS will notify Customer in writing if additional charges are required to the Customer (the "Customer Cost Allocation"). Customer will have 30 days following receipt of APS's written notice of a Customer Cost Allocation to notify APS in writing, if Customer will pay the Customer Cost Allocation or terminate this Agreement. The signatory on behalf of the Customer must have proper authority to authorize the customer cost allocation on behalf of their company. Customer's notice that it is electing to terminate this Agreement will serve as Customer's termination of this Agreement.
- e. Customer will work with APS and its contractors to schedule and allow for the following activities: site inspection to verify eligibility, necessary permitting and inspections, installation, and all other reasonably necessary activities. Customer will also provide

APS with ; existing as built one-line electrical drawings identifying connections for electrical power; existing electrical load designs and layouts of actual connected loads, and any other documents reasonably requested by APS.

- f. Customer will permit APS to post signage on or near the Charging Stations identifying that the Charging Stations are being provided by APS and otherwise providing pertinent information about the Charging Stations, APS, or the Program.
- g. In the event of an emergency or other situation where APS must gain immediate access to the Site, APS must be able to access the Charging Stations and Infrastructure without delay (*i.e.*, access to the Charging Stations or Infrastructure cannot be locked or gated unless immediately accessible by a Customer representative who is on duty 24 hours a day). In all other situations, Customer will provide APS access to the Charging Stations upon 24 hours verbal notice.
- h. Customer will keep trees, bushes, and hedges trimmed so that the Charging Stations remain unobstructed, as required when initially installed.
- i. Customer will not modify the Site in any way that may impact the operation or use of the Charging Stations without the prior written approval of APS.
- j. In APS's discretion, APS may replace the Charging Stations with new Charging Stations. If Customer paid for any infrastructure or fees for networking the Charging Stations, APS will ensure Customer has comparable functionality.
- k. The APS Charging Stations must remain isolated electrically and separately metered from all other electrical equipment, unless agreed to otherwise by APS in writing.
- l. APS, in collaboration with Customer, will take any action which, in their reasonable judgment, is necessary to ensure the Charging Stations and Infrastructure are being properly maintained and operated, and to ensure the Charging Stations are meeting the objectives of the Program.

3. Certain Other Terms of Service

- a. Customer's monthly APS electric bill for the Charging Stations will include the energy used by the Charging Stations. For the dedicated Charging Stations meter, Customer must enroll in APS's E-32XS Demand Service Plan. APS may, in its sole discretion revise the list of eligible Service Plans at any time. If during the term of this Agreement an EV Service Plan becomes available, APS may require Customer to enroll in that Service Plan. Customers may choose the service plan that works best for them.
- b. Customer must execute an easement to APS in the form and substance of the standard Utility Easement. Among other things, the Utility Easement Agreement will provide APS with the right to leave the Infrastructure in place if the Charging Stations are removed. Notwithstanding the foregoing, after the term of this Agreement as set forth in

Sections 7 or any earlier termination provided for in this Agreement, if Customer requests APS to modify or abandon the Utility Easement, APS shall reasonably agree to such requests. All such costs associated with any modification or abandonment of the Utility Easement, including the removal of any equipment (meter, chargers and services), conduit, or otherwise, shall be borne solely by APS. Notwithstanding the foregoing, in no event shall APS be required to modify or abandon any new transformers, and associated infrastructure to install those new transformers as part of this pilot program.

- c. An officer of Customer must sign the Utility Easement and this Agreement.
 - d. If customer is a lessee of the Property, an officer or Mayor of the owner of the Property must sign the Utility Easement Agreement and an officer or Mayor of both the Customer and the owner of the Property must sign this Agreement.
4. Consent to Share Information.
- a. As part of the Program, APS will collect and use the following information from the dedicated meter installed at the Site: total energy usage of the Charging Stations and information regarding performance of the Charging Stations (uptime, maintenance, utilization, and the like).
 - b. Customer agrees that APS may use the information described in subsection (a) for any reason, so long the information does not identify the Customer.
5. Additional Customer Obligations.
- a. Customer must perform weekly safety inspections (snow, debris, clear and safe access) of the Charging Station Area and immediately notify APS at the APS phone number listed on APS provided signage, if it observes any of the conditions listed on the APS Charging Station Inspection Checklist, which is attached here as Appendix A.
 - b. Customer must advise employees and any other third persons using the Charging Stations, if the Charging Stations are not available between 3pm and 8pm daily.
 - c. Customer is responsible for all typical parking related matters, including, but not limited to arrangement and painting of parking/painted lines, and the like with the exception that APS will mark the parking spots with "Reserved Electric Vehicle Parking".
 - d. Customer agrees to encourage employees to participate in APS provided surveys regarding the Charging Stations and provide APS with related information regarding charging usage and the like, as reasonably requested by APS.
 - e. Customer agrees that APS may use the information described in subsection (d) for any reason, so long the information does not identify the Customer.

6. Term. The Program is intended to be in effect for five years following installation of the Charging Stations. APS, however, reserves the right to terminate this Agreement at any time, without liability to Customer. Unless terminated earlier as set forth in this Agreement, this Agreement will terminate on the fifth anniversary of the In-Service Date.
7. Shut Off and Termination for Cause.
 - a. If, in APS's reasonable opinion, a safety condition related to the Infrastructure or Charging Stations exists, APS may immediately shut off the Charging Stations and any impacted Infrastructure.
 - b. If: (i) a safety conditions exists that is not being caused by APS or (ii) Customer is otherwise in default of this Agreement (each of (i) or (ii) being a "Default"), then Customer will have 30 days following receipt of APS's written notice identifying the Default to remedy the same. If Customer has not remedied the Default within the 30 day cure period, APS may terminate this Agreement immediately, upon Customer's receipt of APS's notice of termination.
8. Termination. Upon termination of this Agreement for any reason, APS will notify Customer in writing of termination of this Agreement and Customer will notify APS within 30 days of receipt of APS's written notice whether it intends to take ownership of the Charging Stations or require that APS remove the Charging Stations.
 - a. If Customer notifies APS that it is electing to have APS remove the Charging Stations, APS will remove the Charging Stations within 60 days after receipt of Customer's written notice and APS will disconnect and abandon the Infrastructure in place or remove it as it deems fit (pursuant to the Utility Easement).
 - b. If Customer notifies APS that it is electing to take ownership of the Charging Stations after five years, APS will transfer title to Customer. Upon transfer of title of the Charging Stations, Customer will assume sole and full responsibility for the operation and maintenance of the Infrastructure and Charging Stations. Prior to the transfer of title to Customer, APS will perform a fair market value analysis of the Charging Stations and provide the information to Customer in writing.
9. Tax Implications. If Customer elects to take ownership of the Charging Stations and the Charging Stations have a fair market value, Customer may incur a tax burden as a result of taking possession of the Charging Stations. APS advises that Customer should consult a tax advisor regarding possible tax liability resulting from the transfer of ownership (please note: current U.S. tax code requires APS to generate a Form 1099 if the System value is \$600 or more). APS will still maintain ownership of the Infrastructure and easement of the Infrastructure.
10. Exclusion of Damages. Neither party will be liable to the other party for any indirect, consequential, special, or punitive damages for any actions resulting from or arising out of this

agreement, whether based on contract, tort (including negligence), strict liability, contribution, or otherwise.

11. American Disabilities Act. Customer agrees to defend, indemnify, and hold harmless APS and its subcontractors against any claims by Customer or any third parties arising out of or related to violation of the Americans with Disabilities Act Amendments Act (ADAAA) with respect to parking accommodations.

12. Environmental Liability.

- a. APS shall retain all liability arising from and responsibility to address, and the Customer shall not any assume such liability or responsibility for, Environmental Contamination caused by APS's installation, operation, and maintenance of the Infrastructure or Charging Stations, including any and all losses, costs, damages, or obligations (including without limitation any environmental remediation or corrective action obligations).
- b. Customer shall retain all liability arising from and responsibility to address, and APS shall not any assume such liability or responsibility for, pre-existing Environmental Contamination within the Site prior to the Effective Date or any Environmental Contamination caused by Customer after the Effective Date, including any and all losses, costs, damages, or obligations (including without limitation any environmental remediation or corrective action obligations).

The indemnification obligations in this paragraph will survive any expiration or termination of this Agreement.

COMPANY

ARIZONA PUBLIC SERVICE COMPANY

By: _____

By: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

PROPERTY OWNER

(If different from company)

By: _____

Title: _____

Signature: _____

Appendix A

APS Take Charge AZ – Customer Charger Inspection

To be Performed Weekly

Date: _____

Time: _____

Name of Inspector: _____

Location of Chargers: _____

ENSURE A SAFE WORK AREA PRIOR TO INSPECTION.

If there are critical safety concerns with your chargers, please contact APS immediately!

Walk down all charging stations, inspect for the following:

- i. Any signs of damage or physical contact with vehicle
- ii. Note damage or issues in comment box

Detail	Good	Bad	Comment
Charger Body			
Charger Cord			
Connector/Plug			
Any Exposed Wiring			
Meter			
Meter Pedestal			

Appendix B

City of Flagstaff – Rec Center
1702 N. 4th Street
Flagstaff, AZ 86004
Application #155835

APS Take Charge AZ – ChargePoint Networked Charger Option

ChargePoint Option

Commercial or Industrial Customers accepted into the APS Take Charge AZ Pilot may elect to select from Clipper Creek HCS-40R non-networked chargers to ChargePoint CT4021-GW1 networked chargers by executing Appendix B.

ChargePoint Networked Charger Capabilities

ChargePoint CT4021-GW1 networked chargers provide the following capabilities:

- **OCPP Capable:** Native support for OCPP in ChargePoint stations and an easy process to integrate other stations to the ChargePoint Network using OCPP.
- **EMP & CPO Roaming:** Seamless communication between the driver, station and clearinghouse.
- **Station Locations & Availability:** Complete visibility of stations and their availability make it easy for drivers to find a compatible charger.
- **Access Control:** Manage and control access to charging stations based on well-defined policies. Enhance the value for the station owner with the right level of control.
- **Flexible Pricing:** Provide the station owner with pricing controls that are in line with station usage. Provide flexibility to update pricing as usage changes.
- **Authorization, Authentication & Accounting:** Ensure safe and secure payment for charging. Security measures include the pseudonymization and encryption of personal data and other capable security measures that ensure the ongoing confidentiality, integrity, availability and resilience of the network.
- **Power Management:** Ensure that charging stations never draw more power than the site can provide.
- **Driver Notifications:** Notify EV drivers about station availability, state of charge and other key messages to enhance your relationship with drivers.
- **Queueing (Waitlist):** Increase utilization of stations and charge more vehicles by enabling drivers to get in a virtual queue for stations.

- Fleet Services: Integrate with fleet systems (fleet management, route monitoring, etc.) to provide critical data and insights.
- Station Support: ChargePoint responds quickly and effectively to any situation that occurs at a station.
- Scalability: Support the growth of stations worldwide. Provide consistent, high-quality functionality without any delays.

Additional Fees, Invoicing, and Payment Terms

Customer will enter into a separate agreement with ChargePoint, Inc for networking services. Networking fees up to \$280 per port per year. This will total up to \$1,120 per year. First year fees will be included in the invoice from the installer as noted below. Subsequent years will be invoiced by ChargePoint, Inc.

Customer will be invoiced by the installer and will pay the additional fees as outlined below:

1. One-time installation fee not to exceed \$750.
2. One-time equipment upgrade fee of \$7,863.
3. First year networking fee up to \$1120.

Payment terms will be net 30 days.

COMPANY

By: _____

Title: _____

Signature: _____

ARIZONA PUBLIC SERVICE COMPANY

By: _____

Title: _____

Signature: _____

APS LEVEL 2 ELECTRIC VEHICLE CHARGING PILOT AGREEMENT # 156300

This Electric Vehicle Charging Station Pilot Agreement (“Agreement”) between Arizona Public Service Company (“APS”) and City of Flagstaff, Flagstaff Pulliam Airport (“Customer”), is effective as of December 10th, 2020 (the “Effective Date”).

Customer’s Charging Stations will be located at: 6200 Pulliam Flagstaff, AZ 86005.

Background

APS is conducting an Electric Vehicle Charging Pilot Program (the “Program”), whereby APS is installing Level 2 charging stations at certain APS Customer’s location. The Program is being conducted in order for APS to assess electric vehicle (“EV”) consumer purchasing, EV driver charging behavior, and other relevant information regarding the use of EV charging stations. APS has selected Customer to participate in the Program.

Customer acknowledges that APS cannot fully determine Customer’s eligibility in the Program until after execution of this Agreement and that Customer eligibility will be determined by APS, in its sole discretion.

APS and Customer Agree as follows:

1. Definitions:

- a. **Charging Station:** A UL/ETL certified electrical device that provides power to an EV using a standard J1772 Plug connector and cable. The Charging Station will be a Level 2 type, capable of providing up to 7kW of power to an EV. The Charging Stations will be either pedestal mounted, with two chargers on each pedestal, or wall mounted. Each Customer will receive a maximum of 4 plugs.
- b. **Charging Station Area:** the area where the Charging Stations are installed and used, and where designated parking spots for EV charging are located.
- c. **Environmental Contamination:** any and all actual or threatened releases, discharges, spills, or the presence of Hazardous Substances within the Property.
- d. **Environmental Laws:** any and all applicable federal, state, local, or municipal law, statute, code, regulation, or policy (including without limitation common law) governing the use, storage, treatment, or disposal of Hazardous Substances or otherwise relating to the protection, conservation, or preservation of the natural environment or natural resources, including ambient air, wildlife or plant species, surface water or groundwater resources, or soil and other subsurface strata.
- e. **Hazardous Substances:** any liquid, solid, or gaseous substance or material (including petroleum and petroleum products) that is designated, classified or regulated as, either, a

solid or hazardous waste, a hazardous substance or material, a contaminant, or a pollutant under any Environmental Law, or which becomes so designated, classified, or regulated

- f. **Infrastructure:** the electrical equipment required to provide power to the Charging Station. The equipment may include a transformer, underground conduits, cables, meters, disconnects (on/off switches), concrete pads, and signage.
- g. **Property:** the entirety of the property owned or leased by Customer that is included in the address listed at the top of the agreement.
- h. **Site:** any part of the Property subject to the Utility Easement with the exception of the meter pedestal, Charger and cable between the two described in Section 3(b).

2. General Terms

- a. Except as set forth in subsection (d) below, APS will, at no cost to Customer, design, construct, and install all necessary Infrastructure and Charging Stations at the Site.
- b. APS will own, operate, and maintain the Infrastructure and Charging Stations. APS's routine maintenance of the Charging Stations will be limited to semi-annual inspections of the Charging Stations, testing, and firmware upgrades. Customer's inspection obligations are set forth in Section 5.
- c. If, for any reason, Customer's existing electrical infrastructure cannot accommodate installation of the Infrastructure or Charging Stations, or there are other technical or Site related issues of any kind that, in APS's sole discretion, prevent APS from installing the Infrastructure or Charging Stations, APS may terminate this Agreement upon written notice to Customer. Termination of this Agreement will be effective as of Customer's receipt of APS's notice of termination.
- d. Based on estimates to install the Infrastructure and Charging Stations, both are being provided at no charge to Customer. In the event that, as a result of an unusual design or technical issue associated with the Site, APS or its subcontractor is required to bill the Customer for any additional costs, APS will notify Customer in writing if additional charges are required to the Customer (the "Customer Cost Allocation"). Customer will have 30 days following receipt of APS's written notice of a Customer Cost Allocation to notify APS in writing, if Customer will pay the Customer Cost Allocation or terminate this Agreement. The signatory on behalf of the Customer must have proper authority to authorize the customer cost allocation on behalf of their company. Customer's notice that it is electing to terminate this Agreement will serve as Customer's termination of this Agreement.
- e. Customer will work with APS and its contractors to schedule and allow for the following activities: site inspection to verify eligibility, necessary permitting and inspections, installation, and all other reasonably necessary activities. Customer will also provide

APS with ; existing as built one-line electrical drawings identifying connections for electrical power; existing electrical load designs and layouts of actual connected loads, and any other documents reasonably requested by APS.

- f. Customer will permit APS to post signage on or near the Charging Stations identifying that the Charging Stations are being provided by APS and otherwise providing pertinent information about the Charging Stations, APS, or the Program.
- g. In the event of an emergency or other situation where APS must gain immediate access to the Site, APS must be able to access the Charging Stations and Infrastructure without delay (*i.e.*, access to the Charging Stations or Infrastructure cannot be locked or gated unless immediately accessible by a Customer representative who is on duty 24 hours a day). In all other situations, Customer will provide APS access to the Charging Stations upon 24 hours verbal notice.
- h. Customer will keep trees, bushes, and hedges trimmed so that the Charging Stations remain unobstructed, as required when initially installed.
- i. Customer will not modify the Site in any way that may impact the operation or use of the Charging Stations without the prior written approval of APS.
- j. In APS's discretion, APS may replace the Charging Stations with new Charging Stations. If Customer paid for any infrastructure or fees for networking the Charging Stations, APS will ensure Customer has comparable functionality.
- k. The APS Charging Stations must remain isolated electrically and separately metered from all other electrical equipment, unless agreed to otherwise by APS in writing.
- l. APS, in collaboration with Customer, will take any action which, in their reasonable judgment, is necessary to ensure the Charging Stations and Infrastructure are being properly maintained and operated, and to ensure the Charging Stations are meeting the objectives of the Program.

3. Certain Other Terms of Service

- a. Customer's monthly APS electric bill for the Charging Stations will include the energy used by the Charging Stations. For the dedicated Charging Stations meter, Customer must enroll in APS's E-32XS Demand Service Plan. APS may, in its sole discretion revise the list of eligible Service Plans at any time. If during the term of this Agreement an EV Service Plan becomes available, APS may require Customer to enroll in that Service Plan. Customers may choose the service plan that works best for them.
- b. Customer must execute an easement to APS in the form and substance of the standard Utility Easement. Among other things, the Utility Easement Agreement will provide APS with the right to leave the Infrastructure in place if the Charging Stations are removed. Notwithstanding the foregoing, after the term of this Agreement as set forth in

Sections 7 or any earlier termination provided for in this Agreement, if Customer requests APS to modify or abandon the Utility Easement, APS shall reasonably agree to such requests. All such costs associated with any modification or abandonment of the Utility Easement, including the removal of any equipment (meter, chargers and services), conduit, or otherwise, shall be borne solely by APS. Notwithstanding the foregoing, in no event shall APS be required to modify or abandon any new transformers, and associated infrastructure to install those new transformers as part of this pilot program.

- c. An officer of Customer must sign the Utility Easement and this Agreement.
 - d. If customer is a lessee of the Property, an officer or Mayor of the owner of the Property must sign the Utility Easement Agreement and an officer or Mayor of both the Customer and the owner of the Property must sign this Agreement.
4. Consent to Share Information.
- a. As part of the Program, APS will collect and use the following information from the dedicated meter installed at the Site: total energy usage of the Charging Stations and information regarding performance of the Charging Stations (uptime, maintenance, utilization, and the like).
 - b. Customer agrees that APS may use the information described in subsection (a) for any reason, so long the information does not identify the Customer.
5. Additional Customer Obligations.
- a. Customer must perform weekly safety inspections (snow, debris, clear and safe access) of the Charging Station Area and immediately notify APS at the APS phone number listed on APS provided signage, if it observes any of the conditions listed on the APS Charging Station Inspection Checklist, which is attached here as Appendix A.
 - b. Customer must advise employees and any other third persons using the Charging Stations, if the Charging Stations are not available between 3pm and 8pm daily.
 - c. Customer is responsible for all typical parking related matters, including, but not limited to arrangement and painting of parking/painted lines, and the like with the exception that APS will mark the parking spots with "Reserved Electric Vehicle Parking".
 - d. Customer agrees to encourage employees to participate in APS provided surveys regarding the Charging Stations and provide APS with related information regarding charging usage and the like, as reasonably requested by APS.
 - e. Customer agrees that APS may use the information described in subsection (d) for any reason, so long the information does not identify the Customer.

6. Term. The Program is intended to be in effect for five years following installation of the Charging Stations. APS, however, reserves the right to terminate this Agreement at any time, without liability to Customer. Unless terminated earlier as set forth in this Agreement, this Agreement will terminate on the fifth anniversary of the In-Service Date.
7. Shut Off and Termination for Cause.
 - a. If, in APS's reasonable opinion, a safety condition related to the Infrastructure or Charging Stations exists, APS may immediately shut off the Charging Stations and any impacted Infrastructure.
 - b. If: (i) a safety conditions exists that is not being caused by APS or (ii) Customer is otherwise in default of this Agreement (each of (i) or (ii) being a "Default"), then Customer will have 30 days following receipt of APS's written notice identifying the Default to remedy the same. If Customer has not remedied the Default within the 30 day cure period, APS may terminate this Agreement immediately, upon Customer's receipt of APS's notice of termination.
8. Termination. Upon termination of this Agreement for any reason, APS will notify Customer in writing of termination of this Agreement and Customer will notify APS within 30 days of receipt of APS's written notice whether it intends to take ownership of the Charging Stations or require that APS remove the Charging Stations.
 - a. If Customer notifies APS that it is electing to have APS remove the Charging Stations, APS will remove the Charging Stations within 60 days after receipt of Customer's written notice and APS will disconnect and abandon the Infrastructure in place or remove it as it deems fit (pursuant to the Utility Easement).
 - b. If Customer notifies APS that it is electing to take ownership of the Charging Stations after five years, APS will transfer title to Customer. Upon transfer of title of the Charging Stations, Customer will assume sole and full responsibility for the operation and maintenance of the Infrastructure and Charging Stations. Prior to the transfer of title to Customer, APS will perform a fair market value analysis of the Charging Stations and provide the information to Customer in writing.
9. Tax Implications. If Customer elects to take ownership of the Charging Stations and the Charging Stations have a fair market value, Customer may incur a tax burden as a result of taking possession of the Charging Stations. APS advises that Customer should consult a tax advisor regarding possible tax liability resulting from the transfer of ownership (please note: current U.S. tax code requires APS to generate a Form 1099 if the System value is \$600 or more). APS will still maintain ownership of the Infrastructure and easement of the Infrastructure.
10. Exclusion of Damages. Neither party will be liable to the other party for any indirect, consequential, special, or punitive damages for any actions resulting from or arising out of this

agreement, whether based on contract, tort (including negligence), strict liability, contribution, or otherwise.

11. American Disabilities Act. Customer agrees to defend, indemnify, and hold harmless APS and its subcontractors against any claims by Customer or any third parties arising out of or related to violation of the Americans with Disabilities Act Amendments Act (ADAAA) with respect to parking accommodations.

12. Environmental Liability.

- a. APS shall retain all liability arising from and responsibility to address, and the Customer shall not any assume such liability or responsibility for, Environmental Contamination caused by APS's installation, operation, and maintenance of the Infrastructure or Charging Stations, including any and all losses, costs, damages, or obligations (including without limitation any environmental remediation or corrective action obligations).
- b. Customer shall retain all liability arising from and responsibility to address, and APS shall not any assume such liability or responsibility for, pre-existing Environmental Contamination within the Site prior to the Effective Date or any Environmental Contamination caused by Customer after the Effective Date, including any and all losses, costs, damages, or obligations (including without limitation any environmental remediation or corrective action obligations).

The indemnification obligations in this paragraph will survive any expiration or termination of this Agreement.

COMPANY

ARIZONA PUBLIC SERVICE COMPANY

By: _____

By: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

PROPERTY OWNER

(If different from company)

By: _____

Title: _____

Signature: _____

Appendix A

APS Take Charge AZ – Customer Charger Inspection

To be Performed Weekly

Date: _____

Time: _____

Name of Inspector: _____

Location of Chargers: _____

ENSURE A SAFE WORK AREA PRIOR TO INSPECTION.

If there are critical safety concerns with your chargers, please contact APS immediately!

Walk down all charging stations, inspect for the following:

- i. Any signs of damage or physical contact with vehicle
- ii. Note damage or issues in comment box

Detail	Good	Bad	Comment
Charger Body			
Charger Cord			
Connector/Plug			
Any Exposed Wiring			
Meter			
Meter Pedestal			

Appendix B

City of Flagstaff – Pulliam Airport
6200 S. Pulliam
Flagstaff, AZ 86005
Application #156300

APS Take Charge AZ – ChargePoint Networked Charger Option

ChargePoint Option

Commercial or Industrial Customers accepted into the APS Take Charge AZ Pilot may elect to select from Clipper Creek HCS-40R non-networked chargers to ChargePoint CT4021-GW1 networked chargers by executing Appendix B.

ChargePoint Networked Charger Capabilities

ChargePoint CT4021-GW1 networked chargers provide the following capabilities:

- **OCPP Capable:** Native support for OCPP in ChargePoint stations and an easy process to integrate other stations to the ChargePoint Network using OCPP.
- **EMP & CPO Roaming:** Seamless communication between the driver, station and clearinghouse.
- **Station Locations & Availability:** Complete visibility of stations and their availability make it easy for drivers to find a compatible charger.
- **Access Control:** Manage and control access to charging stations based on well-defined policies. Enhance the value for the station owner with the right level of control.
- **Flexible Pricing:** Provide the station owner with pricing controls that are in line with station usage. Provide flexibility to update pricing as usage changes.
- **Authorization, Authentication & Accounting:** Ensure safe and secure payment for charging. Security measures include the pseudonymization and encryption of personal data and other capable security measures that ensure the ongoing confidentiality, integrity, availability and resilience of the network.
- **Power Management:** Ensure that charging stations never draw more power than the site can provide.
- **Driver Notifications:** Notify EV drivers about station availability, state of charge and other key messages to enhance your relationship with drivers.
- **Queueing (Waitlist):** Increase utilization of stations and charge more vehicles by enabling drivers to get in a virtual queue for stations.

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Customer will enter into a separate agreement with ChargePoint, Inc for networking services. Networking fees up to \$280 per port per year. This will total up to \$1,120 per year. First year fees will be included in the invoice from the installer as noted below. Subsequent years will be invoiced by ChargePoint, Inc.

Customer will be invoiced by the installer and will pay the additional fees as outlined below:

1. One-time installation fee not to exceed \$750.
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3. First year networking fee up to \$1120.

Payment terms will be net 30 days.

COMPANY

By: _____

Title: _____

Signature: _____

ARIZONA PUBLIC SERVICE COMPANY

By: _____

Title: _____

Signature: _____

APS Take Charge AZ Phase 2: Electric Vehicle Charging Stations

January 19, 2021





Agenda

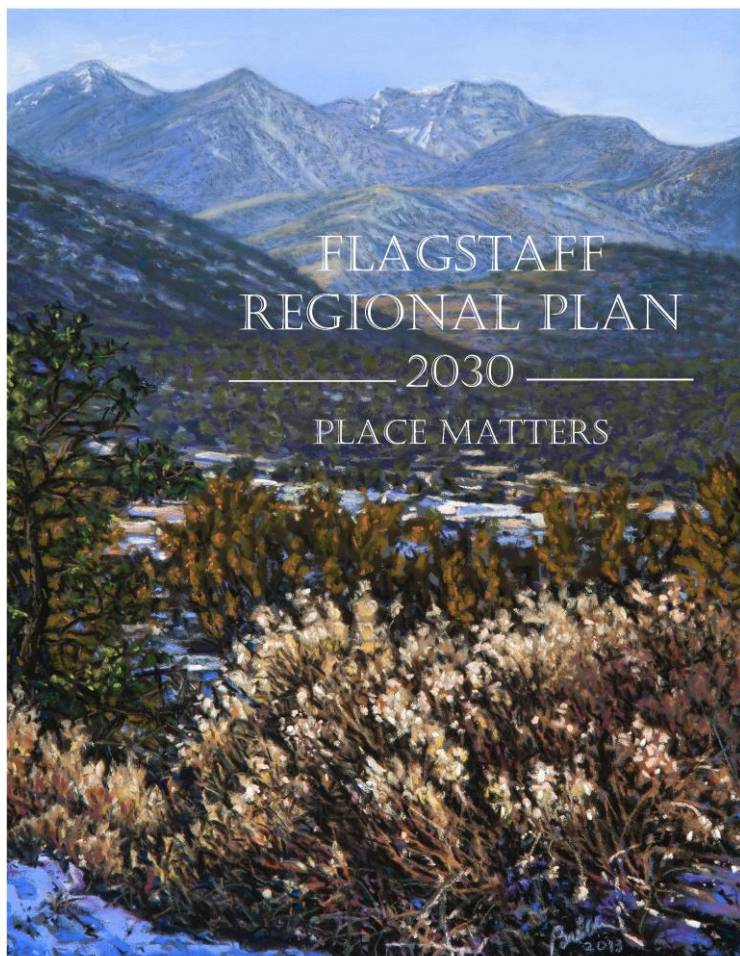


1. The APS Take Charge Program supports the CAAP, Climate Emergency Declaration, PBB and Regional Plan
2. Phase 1 Participation
3. Phase 2 Opportunity
4. Process + Request for approval of the Customer Agreements





APS Take Charge Program





APS Take Charge - Phase 1 City Hall



- 4 Electric Vehicle Charging Stalls at City Hall
 - Does include an ADA accessible stall
 - Part of the design standard we have required of our partners.
- Construction was completed in June 2020
- Currently providing free public charging



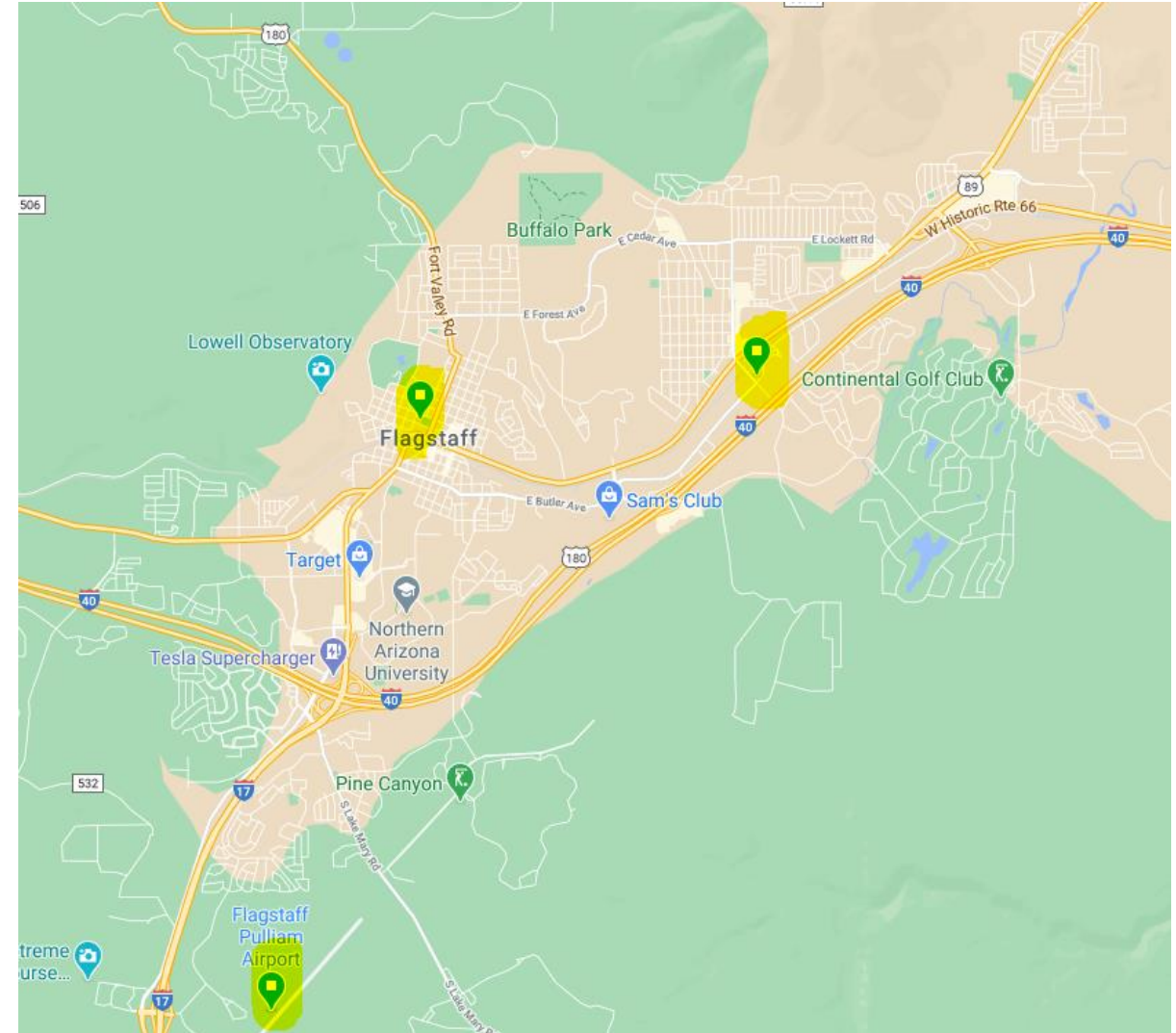
	\$	Miles	MT CO2e
City Hall EVCS	\$ 751	13,000	1.4
ICE (30mpg; \$2.30/gallon)	\$ 997	13,000	4.9
Savings	\$ 246		3.5



APS Take Charge Phase 2



- The APS Take Charge Program allows the utility to gain insights and information on electric vehicle (EV) adoption and charging behavior.
- APS will, at no cost to the City, design, construct and install all necessary Infrastructure and Charging Stations at the site.
- 4 EV Charging Stalls at each of 3 locations (12 total stalls):
 - Flagstaff Airport
 - Aquaplex
 - Main Library





APS Take Charge Phase 2



- While *significantly* subsidized, there are some costs that will be incurred by the City. (Appendix B)
- Selection of the *networked* ChargePoint Stations requires a one-time set-up fee of \$9,733 at each site.
- Annual networking fee of \$1,120 at each site.
- Networked chargers allows:
 - Connectivity to ChargePoint App – Find it on your phone!
 - Better data for monitoring fleet and public vehicle usage.
 - *Flexibility* to charge a fee for electricity in the future.

—chargepoint—
CT4021 Dual Charging Station





Process



- ✓ Customer Application
- ✓ Preliminary Approval
- ✓ Preliminary Site Visits
- ☐ Customer Agreement
 - ☐ We are here!
- ☐ Preliminary Design
 - ☐ Preliminary Design Approval
- ☐ Customer Acceptance Package
 - ☐ Based on approved Preliminary Designs

- ☐ Easements for each site
 - ☐ Note: The Real Estate Manager will be back in front of Council for this step
- ☐ Final Design
 - ☐ Final design review and approval
- ☐ Application for Permits for each site
 - ☐ Revisions to permits as necessary
 - ☐ Approval of permits
- ☐ Pre-Construction meeting
- ☐ Construction

Thank you.
Questions?



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 01/12/2021
Meeting Date: 01/19/2021



TITLE:

Consideration and Adoption of Resolution No. 2021-05: A resolution of the Flagstaff City Council in support of efforts to lobby the new Biden Administration to reinstate Bears Ears National Monument to its original dimensions

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2021-05 by title only
- 2) City Clerk reads Resolution No. 2021-05 by title only (if approved above)
- 3) Adopt Resolution No. 2021-05

Executive Summary:

This resolution voices the support of the Flagstaff City Council in returning Bears Ears National Monument to its original dimensions. Originally designated as a national monument by President Obama in 2016, the size of the monument was subsequently reduced by 85% by President Trump in 2017, leaving an area rich with cultural and archeological sites vulnerable to desecration. Reinstating the monument to its original dimensions would honor the needs and interests of the indigenous people of the Navajo Nation, Hopi Tribe, Ute Indian Tribe, Ute Mountain Ute Tribe, and Zuni Tribe. This resolution urges the Biden Administration to prioritize the reinstatement of these original boundaries.

Financial Impact:

None

Policy Impact:

None

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

Priority Based Budget Key Community Priorities and Objectives

Environmental Stewardship:

- Promote, protect & enhance a healthy, sustainable environment & its natural resources

Inclusive & Engaged Community

- Promote environmental justice & the fair distribution of environmental benefits

Has There Been Previous Council Decision on This:

On December 15, 2020, the Flagstaff City Council considered a Future Agenda Item 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 Bears Ears Inter-tribal Coalition.

Attachments: Res. 2021-05

RESOLUTION NO. 2021-05

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, IN SUPPORT OF EFFORTS TO LOBBY THE NEW BIDEN ADMINISTRATION TO REINSTATE BEARS EARS NATIONAL MONUMENT TO ITS ORIGINAL DIMENSIONS

RECITALS:

WHEREAS, On December 28, 2016, President Barack Obama issued Proclamation No. 9558 designating 1.35 million acres in southeastern Utah as Bears Ears National Monument; and

WHEREAS, prior to designation of the monument, sites of sacred and cultural importance had been desecrated by recreationists, looters, and vandals; and

WHEREAS, on December 4, 2017, President Donald Trump issued Proclamation No. 9681 that reduced the area of the monument by 85% to just 201,876 acres; and

WHEREAS, the Bears Ears cultural landscape is known to contain more than 100,000 cultural and archaeological sites, making it the most significant unprotected archaeological area in the United States; and

WHEREAS, these lands face serious threats associated with political pressures to develop the region's abundant oil, gas, and mineral resources; and

WHEREAS, the reduction of the monument size opens the door to exploitation of such resources and reduces the intended protections of natural and cultural resources; and

WHEREAS, the Bears Ears Inter-tribal Coalition is an unprecedented alliance that formed in order to protect the unique cultural heritage of the Bears Ears region, including the Navajo Nation, Hopi Tribe, Ute Indian Tribe, Ute Mountain Ute Tribe, and Zuni Tribe; and

WHEREAS, the Bears Ears Inter-tribal Coalition proposes a U.S. Presidential National Monument designation under the Antiquities Act of 1906 to protect historical and scientific objects in Southern Utah; and

WHEREAS, it is imperative to reinstate the monument to its original dimensions in order to honor and protect the needs and interests of the traditional peoples who occupied the region that is now Bears Ears National Monument.

ENACTMENTS:

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

SECTION 1: The Flagstaff City Council calls upon President Joseph R. Biden, Jr., to make it a priority of his new administration to swiftly withdraw Proclamation No. 9681 and to fully restore the Bears Ears National Monument as originally designated in Proclamation No. 9558.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 19th day of January, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Sarah Langley, Management Analyst
Date: 01/14/2021
Meeting Date: 01/19/2021



TITLE:

Consideration and Approval: State and Federal Legislative Priorities

STAFF RECOMMENDED ACTION:

Staff is requesting that City Council review and approve the 2021 State and Federal Legislative Priorities.

Executive Summary:

On January 12, City staff and lobbyists received Council input and direction on the draft state and federal legislative priorities. This input has been incorporated and a final version of both the state and federal legislative priorities is attached for Council's review and approval.

Financial Impact:

None

Policy Impact:

None

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

Priority Based Budget Key Community Priorities and Objectives

The state and federal legislative priorities support many of the Key Community Priorities, including;

- Environmental Stewardship
- Livable Community
- Robust Resilient Economy
- Sustainable Innovative Infrastructure
- Inclusive and Engaged Community
- Safe and Health Community

Previous Council Decision on This:

On January 12, the Flagstaff City Council gave staff input on the draft 2021 legislative priorities

Attachments: Federal 2021 Legislative Priorities
State 2021 Legislative Priorities



CITY OF FLAGSTAFF

2021 Federal Legislative Priorities

ECONOMY

Rio de Flag Flood Control Project - Utilizing the \$52 million in secured funding, support expedited award and completion of the project while working with the Army Corps, BNSF Railway and the Arizona Dept. of Transportation to ultimately remove more than half of the City's residents, as well as the downtown and NAU areas, from the flood plain and protect more than \$1 billion in property assets.

COVID-19 Relief – Support additional relief efforts, including continued pandemic unemployment insurance, mortgage relief, eviction moratoriums, small business loans/grants, increased funding for testing, education and broadband and direct payments to cities and counties to address declining revenues.

Rural Broadband – Support federal efforts to increase rural broadband access and capacity to encourage and develop economic activity, including allowing for remote education, business attraction, revenue creation, and the attraction of remote workers.

TRANSPORTATION & INFRASTRUCTURE

Flagstaff Airport – Advocate for funding for projects included in the Flagstaff Airport five-year Capital Improvement Program that will enable recovery from the negative impacts of the COVID-19 pandemic.

Surface Transportation Reauthorization – Advocate for a new, robust surface transportation reauthorization before it expires on September 30, 2021 that reflects Flagstaff's needs and values, with special regard to roads, highways, bridges, transit, and climate change.

Infrastructure Funding – Pursue federal funding (BUILD, INFRA, and/or FLAP) for a high-priority infrastructure project in the City of Flagstaff. Potential projects could include the Milton corridor and overpass, the Lone Tree overpass traffic interchange, or the J.W. Powell connection.

Amtrak – Promote funding and infrastructure renewal for long-distance passenger train services as a generator of economic development for municipalities located in the I-40 corridor. Promote the restoration of daily service for the Southwest Chief through Flagstaff.

COMMUNITY INFRASTRUCTURE

Affordable Housing – Promote additional funding of Public Housing, Section 8 Housing Choice Voucher Program and the Community Development Block Grant program.

Immigration Reform – Advocate for Deferred Action for Childhood Arrivals (DACA) and other federal immigration policies that help keep families together while supporting their higher education goals.

Veterans - Support legislation and funding that improves the lives of all veterans and their families.

Gun Violence – Support legislation that ensures the protection of all people from gun violence.

ENVIRONMENT

Grand Canyon and Colorado Plateau Protection - Support Chairman Grijalva's legislation preventing uranium mining in areas surrounding Grand Canyon National Park and strengthen the laws, regulations and policies that govern uranium mining to ensure protection for public health and safety; support efforts to reinstitute the 20-year uranium mining moratorium for the nearly 1 million acres around the Grand Canyon. Protect the wilderness, wildlife and cultural resources throughout the Southwest region.

Uranium Transport Standards – Urge the Arizona Dept. of Transportation and/or the US Dept. of Transportation to strengthen uranium transport standards to reduce the possibility of contamination.

Forest Health – Leverage City voter approved Flagstaff Watershed Protection Project (FWPP) funding with federal dollars to maximize investments in community and watershed protection and forest health; \$8.5 million is required to complete FWPP. Additionally, ensure that resources and funding continue to flow quickly and efficiently to important regional projects such as the Four Forests Restoration Initiative (4FRI), NAU's Ecological Restoration Institute (ERI), the Fire Learning Network (FLN) and collaborative Prescribed Fire efforts that support the development of a technically skilled workforce.

Carbon Fee & Dividend Legislation – Urge the federal government to pass carbon fee and dividend legislation in support of climate change mitigation.

Environmental Funding and Partnership – Support federal funding and partnership opportunities to expand open space, parks, natural areas, trails and "dark skies" initiatives across Northern Arizona.



CITY OF FLAGSTAFF

2021 State Legislative Priorities

Preserve Local Decision-making

Support legislation that preserves or enhances the City's ability to govern locally and oppose legislation that reduces or restricts the City's local authority.

State Shared Revenues

Support legislation that will protect (and recover) state shared revenues to municipalities and oppose new legislation seeking to divert shared revenues away from municipalities.

Short-Term Rentals

Work with stakeholders supporting legislation to allow for local regulations over investor-owned residential properties used as short-term rentals and ensure equity in the hotel industry.

Forest Health

Advocate for investments in forest health on state-owned land in Northern Arizona, augmenting municipal efforts to protect our region.

Transportation

Advocate for additional funding to the Arizona Department of Transportation to plan, build and maintain projects that affect Northern Arizona.

Social Service Providers

Advocate for 100% funding from the state legislature to fully fund and reimburse all social service providers.

Rural Broadband

Support state efforts to increase rural broadband access and capacity to encourage and develop economic activity, including allowing for remote education, business attraction, revenue creation, and the attraction of remote workers.

Criminal Justice Reform & Diversion Programs

Support legislation that creates and strengthens alternative diversion programs, rehabilitative programming, mental health services and other approaches to reduce reliance on prisons and create more equity in the criminal justice system.

Gun Safety

Oppose legislation that limits local decision-making in regulating weapons in publicly accessible buildings and support legislation that ensures the protection of all people from gun violence, furthers gun reform laws, and ensures background check loopholes are closed.

Arizona Corporation Commission

Urge the Arizona Corporation Commission to adopt an aggressive statewide clean energy standard that achieves 100% carbon-free clean energy in our state.

Aquifer Protection Permits

Urge the Arizona Dept. of Environmental Quality to require mine-specific aquifer protection permits and protect local water sources from mining activities that put future water rights at risk.

Emergency Response

Support legislation preserving and enhancing the ability of the City to strategically plan for and respond to emergencies while protecting citizens, visitors, assets and natural resources.

COVID-19 Relief

Advocate for timely and equitable funding for political subdivisions to address pandemic relief, including declining revenues.

Environmental Funding and Partnership

Support state funding and partnership opportunities to expand open space, parks, natural areas, trails and "dark skies" initiatives across Northern Arizona.

Elections

Support efforts to protect voter rights and access and secure the integrity of the election process.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 01/15/2021
Meeting Date: 01/19/2021



TITLE:

Consideration and Approval: Letter in Opposition of HB 2248 and SB 1175

STAFF RECOMMENDED ACTION:

Authorize the City Manager to send letter in opposition of HB 2248 and SB 1175

Executive Summary:

Two bills have been introduced at the state legislature (House Bill 2248 and Senate Bill 1175) that aim to remove the authority of the Arizona Corporation Commission (ACC) to pass renewable energy standards and to make energy rules that would lead to 100% clean energy. The clean-energy rules approved by the ACC in November of 2020 are critical in enabling the achievement of the goals outlined in the Flagstaff City Council's June 23, 2020 Climate Emergency. A draft letter regarding House Bill 2248 and Senate Bill 1175 is attached to this packet for the Council to review.

Financial Impact:

None

Policy Impact:

None

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

Priority Based Budget Key Community Priorities and Objectives

Sustainable, Innovative Infrastructure

- Facilitate & develop carbon-neutral energy opportunities

Environmental Stewardship

- Implement, maintain & further the Climate Action & Adaptation Plan (CAAP) with awareness of social inequities
- Strengthen Flagstaff's resilience to climate change impacts on built, natural, economic, health, & social systems

Previous Council Decision on This:

Attachments: Letter of Opposition



CITY OF FLAGSTAFF

OFFICE OF THE MAYOR

211 West Aspen Avenue, Flagstaff, Arizona 86001
Main Line: 928-213-2000
Website: <https://www.flagstaff.az.gov>

January 15, 2021

{INSERT ADDRESS}

Dear (Representative Griffin/ Senator Kerr),

The City of Flagstaff is invested in supporting policies that enable Arizona's clean energy future. Accordingly, the City opposes (House Bill 2248 | Senate Bill 1175), which aims to bar the Arizona Corporation Commission (ACC) from adopting or enforcing a policy, decision or rule that directly or indirectly regulates the types of critical electric generation used or acquired by public service corporations within this state's energy grid.

The City views (House Bill 2248 | Senate Bill 1175) as problematic for several reasons. The ACC has passed energy rules for decades, using a thorough public comment process and months of analysis to implement and pass rules. Moving this process to the Arizona legislature would remove Arizona's robust ability to provide feedback and input in the process. Additionally, the energy rules in front of the ACC have been part of a thoughtful multi-month process that has taken into consideration the health, economic, and environmental impacts. The detailed, deliberate process for complicated energy rules is not appropriate for the narrowed timeline of the Arizona legislature.

Apart from a need for thorough public involvement and analysis, the Flagstaff City Council's concerns also relate to the potential impact of (House Bill 2248 | Senate Bill 1175) on Arizona's environment. Responding to demand from Flagstaff residents, the Flagstaff City Council has taken bold steps to address and reverse the effects of climate change in the Flagstaff community and has specifically declared a Climate Emergency on June 23 of 2020, stating that the community of Flagstaff would achieve carbon neutrality by the year 2030. The energy rules passed by the Arizona Corporation Commission in November of 2020 are a critical step in achieving this goal.

Overall, the City of Flagstaff is concerned that (House Bill 2248 | Senate Bill 1175) will reduce the ability of clean energy programs to provide extensive economic benefits, reduce water and energy use, limit pollution, and establish a transparent and accountable planning process for utilities.

Thank you for your service to Arizona,

Paul Deasy
Mayor of Flagstaff

Becky Daggett
Vice Mayor of Flagstaff



CITY OF FLAGSTAFF

OFFICE OF THE MAYOR

211 West Aspen Avenue, Flagstaff, Arizona 86001

Main Line: 928-213-2000

Website: <https://www.flagstaff.az.gov>

Austin Aslan
Flagstaff City Councilmember

Jim McCarthy
Flagstaff City Councilmember

Reginal Salas
Flagstaff City Councilmember

Adam Shimoni
Flagstaff City Councilmember

Miranda Sweet
Flagstaff City Councilmember

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 01/12/2021
Meeting Date: 01/19/2021



TITLE

Discussion and Direction: ~~2019/2020~~ 2021/2022 Election Overview and Timeline Review

STAFF RECOMMENDED ACTION:

Discussion and direction

EXECUTIVE SUMMARY:

In 2015, Flagstaff voters amended the City Charter to hold City elections on the days provided for by Arizona statutes. Arizona Revised Statutes § 16-204 prescribes the following election dates:

Primary Elections - fall of even-numbered years

- the first Tuesday in August

General Elections - fall of even-numbered years

- the first Tuesday after the first Monday in November

Special Elections - odd or even years

- the second Tuesday in March
- the third Tuesday in May
- the first Tuesday in August
- the first Tuesday after the first Monday in November

Some election issues can only be decided at general elections while others can be decided on any of the four dates. Below is a list of the various types of elections and the dates that they may be held.

Primary Elections - Fall of Even Years Only (August)

Primary elections are held only when there are more than two candidates for each seat.

General Election Only - Fall of Even Years (November)

Regular Candidate Elections
General Obligation Bonds
Sales Tax

Special Elections - Odd or Even Years

Initiative, Referendum, or Recall
Charter Amendments
Regional Plan Adoption

Franchise Permanent Adjustment of Expenditure Base Limitation

Charter Amendments:

The City Charter is the basic governing authority of the City and allows citizens to enact their own laws for their community, so long as they are not in conflict with State laws. Any amendment to the Charter requires approval by a majority of the qualified electors voting in the election. The last time the Charter was amended was in 2015.

A City Manager appointed Charter Review Committee is generally assembled to review and provide recommendations on possible amendments that should be forwarded to the voters. In 2015 the 15 member committee reviewed approximately 50 amendments, 19 of which were forwarded to the voters. There are approximately 30 remaining amendments (attached to this staff summary) that could be considered along with any others that may come from Council, staff, or the committee. All proposed amendments are fully vetted by staff and the City Attorney's Office.

INFORMATION:

2021/2022 General Election Timeline

Should the Council be considering a 2021 or 2022 special election, the time to begin preparing is now. The more time staff has to create a committee and allow ample time for them to evaluate and develop recommendations for the Council to consider is extremely helpful. A November 2021 special election must be called on or before July 6, 2021 which means recommendations to the Council regarding possible ballot measures need to be discussed and decided upon prior to that date. This does not leave much time to conduct a thorough evaluation and formulate final recommendations.

An alternative would be to consider a spring 2022 election in March. A March 2022 election would need to be called in October which would allow for an additional three months to form a committee and review and formulate recommendations.

Financial Considerations

Should Council wish to hold a special charter election in either the fall of 2021 or spring of 2022 there will be expenses related to preparing for and conducting the election, as well as public outreach and education. These expenses need to be included in the upcoming budget process.

Election costs are based on the number of registered voters; at the last election, the City of Flagstaff had just shy of 52,000 registered voters. Coconino County Elections charges \$2.50 per registered voter for an all mail ballot special election and \$5.00 per registered voter for a polling place election. If a polling place election is held in conjunction with state, federal, or other county measures the cost is \$2.00 per registered voter. There are also costs associated with the development and distribution of the publicity pamphlet.

Attachments: Presentation
2015 Proposed Charter Amendments

2021/2022 Election Overview

January 19, 2021

Stacy Saltzburg
City Clerk





Election Dates

City Charter

- 2015 Charter Amendment - City elections same as State.

Election Dates according to State Statutes

- Primary Elections – summer of even numbered years
- General Elections - fall of even numbered years
- Special Elections - odd or even years



Types of Elections

Primary Elections

- Summer of Even Number Years Only – August
 - Only held if there are more than 2 candidates for each seat.

General Elections

- Fall of Even Number Years Only – November
 - Candidate Elections
 - Sales Tax



Types of Elections

Special Elections

- Can be held in odd or even years
 - Charter Amendments
 - Initiative, Referendum, or Recall
 - Regional Plan Adoption
 - Franchise
 - Expenditure Limitation/Permanent Base Adjustment
 - General Obligation Bonds (November Only)



Upcoming Election Dates

2021 Special Elections

- March 9, 2021
- May 18, 2021
- August 3, 2021
- November 2, 2021

2022 Special Elections

- March 2, 2022
- May 17, 2022

2022 Primary Election (if needed)

- August 2, 2022

General Election

- November 8, 2022



Financial Considerations

- Coconino County Elections conducts the City Elections
- Costs are based on registered voters.
 - 44,000 registered voters at last election.
- Special Elections
 - All Mail Ballot - \$2.50/registered voter
 - Polling Place - \$5.00/registered voter
- Combined Jurisdiction Election
 - Mail & Polling Place - \$2.00/registered voter



Financial Considerations

- Other Election Related Costs
 - Publicity Pamphlet – printing and mailing
 - Information Gathering
 - Outreach & Education Materials
 - Consulting Costs (optional)
 - Most common with bond questions



What is a City Charter?

- A document that outlines the City's governmental structure, identifies jurisdiction, and provides enabling authority for self-rule.
- Was originally voted on by the citizens in 1958 and has been amended 8 times since then.
 - Last amendment 2015
- Any amendment to the Charter requires approval by a majority of qualified electors voting in election.
 - Under State law, each change to the Charter must be considered by the voters independently.



Possible Amendments

- 2015 Charter Review Committee evaluated and ranked several staff and committee proposed amendments.
- 19 questions forwarded to voters in 2015
- Roughly 30 questions remain for future consideration
- Additional staff recommendations since 2015.
 - Election Dates
 - Lease of City Property
- Other considerations from Council.



Charter Election

- The time to begin planning for possible 2021 or 2022 ballot measures is now.
- Planning and Outreach take time.
 - Charter Amendment or Ballot Measure Citizen Committee
 - Information Gathering
 - Recommendations to Council
 - Public Outreach



Possible Timeline

Action	November 2021 Timeline	March 2022 Timeline
Advertise/Select Charter Review Committee Members	January/February 2021	February/March 2021
Convene Committee	March - May 2021	March - August 2021
Committee Recommendations to Council	May/June 2021	September 2021
Final Council Approval & Call of Election	June/July 2021	October/November 2021
Prepare Final Public Outreach Materials Present to Service Groups	July - October 2021	October 2021 – February 2022
Election	November 8, 2021	March 2, 2022



Council Direction

- Do you want to move forward with a possible Special Election for Charter Amendments?
 - November 2021 or March/May 2022?
- Do you want to the City Manager to appoint a committee to evaluate proposed amendments?
- Are there charter amendments you would like to add to the list for consideration?

**FLAGSTAFF CITY CHARTER
2015**

RANKED IN PRIORITY ORDER BY THE CHARTER REVIEW COMMITTEE

ITEM #	ARTICLE	SECTION	PROPOSED BY	PROPOSED
1	II	3	CRC	TERM OF THE MAYOR The term of office of the Mayor shall commence on the date of the second regular meeting following canvass of the election, and shall be for two (2) FOUR (4) years, or until a successor is elected and inducted. PURPOSE To provide a longer term for Mayor to be consistent with Councilmembers.
2	I	3	CRC	POWERS OF THE CITY The City shall have all the powers, FUNCTIONS, RIGHTS, PRIVILEGES AND IMMUNITIES POSSIBLE UNDER THE granted to municipal corporations and to cities by the Constitution and general laws of this State AS THOUGH THEY WERE SPECIFICALLY ENUMERATED IN THIS CHARTER AND ALL THE POWERS, FUNCTIONS, RIGHTS, PRIVILEGES AND IMMUNITIES GRANTED OR TO BE GRANTED, EITHER EXPRESSLY OR BY IMPLICATION, TO CHARTER CITIES AND TO CITIES AND TOWNS INCORPORATED UNDER THE PROVISIONS OF TITLE 9, ARIZONA REVISED STATUTES, NOT IN CONFLICT HEREWITH, AND IN ADDITION, THE CITY SHALL HAVE THE POWER TO: together with all the implied powers necessary to carry into execution all the powers granted. The City may <ol style="list-style-type: none">1. acquire property within or without its corporate limits for any city purpose, in fee simple or any lesser interest or estate, by purchase, gift, devise, lease, or condemnation, and may sell, lease, exchange, mortgage, hold, manage, and control such property as its interests may require;2. and, except as prohibited by the Constitution of this State, or restricted by this Charter, the City shall and may exercise all municipal powers, functions, rights, privileges, and immunities of every name and nature whatsoever;3. and especially to enter into contracts, cooperative and otherwise, with the Government of the United States, the State of Arizona, Coconino County, or any other political subdivision of this State for the construction, maintenance and operation of roads, highways, parks, sewers, waterworks, water conservancy districts, public utilities, and public buildings; all when deemed for the best interest of the City. IN THIS CHARTER MENTION OF A The enumeration of particular powers by this Charter shall not be deemed to be exclusive OR TO RESTRICT THE SCOPE OF THE POWERS WHICH THE CITY WOULD HAVE IF THE PARTICULAR POWER WERE NOT MENTIONED. THE CHARTER SHALL BE LIBERALLY CONSTRUED TO THE END THAT THE CITY SHALL HAVE ALL POWERS NECESSARY OR CONVENIENT FOR THE CONDUCT OF ITS MUNICIPAL AFFAIRS, AND FOR THE HEALTH AND SAFETY OF ITS

~~INHABITANTS, INCLUDING ALL POWERS THAT ARE NOT PROHIBITED BY STATE LAW AND STATE CONSTITUTION, and, in addition to the powers enumerated herein, or implied hereby, or appropriate to the exercise of such powers, it is intended that the City shall have and may exercise all powers which, under the Constitution or laws of this State, it would be competent for this Charter specifically to enumerate.~~

PURPOSE To clearly define the source of power for the City, and list such powers for better understanding.

3

III

3 (c)

STAFF

POWERS AND DUTIES (City Manager)

The City Manager shall:

- (c) Appoint and, when necessary for the good of the service, lay off, suspend, transfer, demote, or remove all officers and employees of the City, except as otherwise provided by this Charter, and except as the Manager may authorize the head of a department or office to appoint and remove subordinates in such department or office, subject to such ~~merit system~~ regulations **THAT DETERMINE THE DUE PROCESS REQUIREMENTS FOR REVIEW OF LAYOFFS, SUSPENSIONS, DEMOTIONS, AND TERMINATIONS** as the Council may adopt;

PURPOSE Removes Council process for the personnel handbook to be more consistent with form of government, and avoids extensive discussion of policies that are mandated by law. Provides clearer guidelines about the division of work between the Council and the Manager. And, it removes the Manager from determining the due process requirements for.

4

II

3

CRC

TERM OF MAYOR

The term of office of the Mayor shall commence on the date of the second regular meeting following canvass of the election, and shall be for two (2) years, or until a successor is elected and inducted, **BUT SHALL NOT SERVE MORE THAN TWO (2) CONSECUTIVE FOUR-YEAR TERMS. THIS SHALL NOT PRECLUDE A PERSON FROM COMPLETING THE UNEXPIRED REMAINDER OF A TERM OF THEIR PREDECESSOR. THERE SHALL BE NO LIMIT OF NON-CONSECUTIVE TERMS.**

PURPOSE To provide term limits for Mayor.

5a

VIII

2 (b)/(c)

STAFF

PURCHASES AND CONTRACTS FOR CITY IMPROVEMENTS

- (b) Any City improvement costing ~~fifty thousand dollars (\$50,000)~~ **ONE HUNDRED THOUSAND DOLLARS (\$100,000)** or more, or any purchase costing more than ~~fifty thousand dollars (\$50,000)~~, **ONE HUNDRED THOUSAND DOLLARS (\$100,000)**, shall be executed by contract, except where such improvements or purchase is authorized by the Council to be executed directly by a City department, in conformity with detailed plans, specifications, and estimates approved by the City Manager. Such contracts shall be advertised for bids, as directed in Section 3 of this Article. The City Manager, with the approval of the City Council, may enter into a contract with the lowest responsible bidder whose proposal is the most satisfactory.

(c) Any contract or purchase exceeding the sum of ~~fifty thousand dollars (\$50,000)~~ **ONE HUNDRED THOUSAND DOLLARS (\$100,000)** shall require the prior approval of the Council.

PURPOSE Consider possibly increasing the amount.

5b VIII 2 (b) CRC **PURCHASES AND CONTRACTS FOR CITY IMPROVEMENTS**

Did not
pass
11/15
election

(b) Any City improvement costing ~~fifty thousand dollars (\$50,000)~~ **ONE HUNDRED THOUSAND DOLLARS (\$100,000)** or more, or any purchase costing more than ~~fifty thousand dollars (\$50,000)~~ **ONE HUNDRED THOUSAND DOLLARS (\$100,000)**, shall be executed by contract, except where such improvements or purchase is authorized by the Council to be executed directly by a City department, in conformity with detailed plans, specifications, and estimates approved by the City Manager. Such contracts shall be advertised for bids, as directed in Section 3 of this Article. The City Manager, with the approval of the City Council, may enter into a contract with the lowest responsible bidder whose proposal is the most satisfactory.

(c) Any contract or purchase exceeding the sum of ~~fifty thousand dollars (\$50,000)~~ **ONE HUNDRED THOUSAND DOLLARS (\$100,000)** shall require the prior approval of the Council.

PURPOSE So that it is clear that any contract or purchase does not require the approval of Council- instead of the possibility that it is limited to contracts for city improvements.

6 IV 3 STAFF **CITY TREASURER**

Did not
pass
5/15
election

The City Manager shall, ~~with approval of the Council~~, appoint an officer of the City, who shall have the title of City Treasurer, and who shall receive and have custody of all the money the City, and shall keep and save said money, and dispense the same only as provided by ordinance, and who shall always be bound by the Constitution, laws of the State, Charter of the City, and ordinances, and upon whom legal garnishments may be served. The City Treasurer will serve at the pleasure of the City Manager.

PURPOSE To remove the requirement that the Council approve appointment of the City Treasurer.

7 II 11 CRC **POWERS OF THE COUNCIL**

All powers of the City, ~~and the determination of all matters of policy,~~ **NOT PROHIBITED BY THE CONSTITUTION AND APPLICABLE LAWS OF THE STATE OF ARIZONA AND SUBJECT TO THE LIMITATIONS OF THIS CHARTER** shall be vested in the Council-**WHICH SHALL ENACT APPROPRIATE LEGISLATION AND DO AND PERFORM ANY AND ALL ACTS AND THINGS WHICH MAY BE NECESSARY AND PROPER TO CARRY OUT THESE POWERS OR ANY OF THE PROVISIONS OF THIS CHARTER.**

PURPOSE To clarify.

8	II	4	CRC	TERM OF COUNCILMEMBERS	<p>The term of office of Councilmembers shall commence on the first meeting in April following their election, and except as otherwise provided herein, shall be for four (4) years, or until their successors are elected and inducted. Each even-numbered year, three (3) Councilmembers shall be elected. NO PERSON SHALL BE ELIGIBLE TO SERVE IN THE OFFICE OF COUNCIL MEMBER FOR MORE THAN TWO (2) CONSECUTIVE TERMS, BUT THERE SHALL BE NO LIMIT ON THE NUMBER OF NON-CONSECUTIVE TERMS.</p>
PURPOSE To provide term limits for Councilmembers					
9	IV	5	STAFF	PERSONNEL RULES AND REGULATIONS	<p>The Council shall ADOPT AN by ordinance THAT REQUIRES THE CITY MANAGER TO ESTABLISH , provide for the establishment of Personnel Rules and Regulations for the purpose of regulating and controlling the appointments, promotions, demotions, discharges, and reinstatements of all officers and employees of the City, except those elected by the people, members of appointive boards and commissions and volunteers who serve without pay, and also except the City Manager, the City Attorney, and the Police MAGISTRATE Judges.</p>
PURPOSE Provides for Council to adopt an ordinance that requires the City Manager to establish the Personnel Rules and Regulations. Removes volunteers from the list of those subject to Council control, but leaves Board and Commission members under Council control. This is consistent with regular practice.					
10	VI	2 (b)	STAFF	ADDITIONAL TAXES FOR SPECIAL PURPOSES	<p><u>Option 1</u></p> <p>(b) The Council shall have the power to levy a Transaction Privilege Tax (Sales Tax) PROVIDED THAT NO LEVY MEASURED ON GROSS RECEIPTS, GROSS INCOME OR GROSS PROCEEDS OF SALES OF THE TAXPAYER SHALL BE LEVIED AT A RATE IN EXCESS OF ONE PERCENT (1%) subject to approval UNLESS SUCH RATE IS APPROVED by a majority of the qualified electors voting in the regularly scheduled general OR A SPECIAL election.</p> <p><u>Option 2</u></p> <p>(b) The Council shall have the power to levy a Transaction Privilege Tax (Sales Tax) PROVIDED THAT NO LEVY MEASURED ON GROSS RECEIPTS, GROSS INCOME OR GROSS PROCEEDS OF SALES OF THE TAXPAYER SHALL BE LEVIED AT A RATE IN EXCESS OF TWO PERCENT (2%) subject to approval UNLESS SUCH RATE IS APPROVED by a majority of the qualified electors voting in the regularly scheduled general OR A SPECIAL election.</p> <p><u>Option 3</u></p> <p>(b) The Council shall have the power to levy a Transaction Privilege Tax (Sales Tax) subject to approval by a majority of the qualified electors voting in the regularly scheduled general election.</p>

PURPOSE This is an effort to bring the City Charter more in line with recent legislative changes to the Model City Tax Code, including the incorporation of recent legislative emphasis on tax simplification. The proposed changes also more clearly define the abilities of Council to self-administer the already adopted tax code.

11a VII 6 **STAFF** **READING AND PASSAGE OF ORDINANCES AND RESOLUTIONS: EFFECTIVE DATE**

All proposed ordinances and resolutions shall either be read in full or posted in a public place at least twenty-four (24) hours prior to its adoption, provided if any amendments are proposed to a posted ordinance or resolution such amendments shall be read in full prior to its adoption. An ordinance may be read for the final time at the same meeting as when introduced upon ~~unanimous consent of those Councilmembers present~~ **THE AFFIRMATIVE VOTE OF SIX (6) MEMBERS OF THE COUNCIL**. A resolution shall require only one (1) reading before its adoption and may be adopted at the same meeting at which it is first introduced by a majority of those Councilmembers present.

OPTIONAL: Consider an ordinance only requiring one (1) reading as well as resolutions.

PURPOSE It should not be harder to do first and final read together than it is to find an emergency.

OPTIONAL: Would streamline the time period.

11b VII 6 **CRC** **READING AND PASSAGE OF ORDINANCES AND RESOLUTIONS: EFFECTIVE DATE**

Did not
pass
5/15
election

All proposed ordinances and resolutions shall either be read in full or posted in a public place at least twenty-four (24) hours prior to its adoption, provided if any amendments are proposed to a posted ordinance or resolution such amendments shall be read in full prior to its adoption. An ordinance may be read for the final time at the same meeting as when introduced upon ~~unanimous consent of those Councilmembers present~~ **THE AFFIRMATIVE VOTE OF THREE FOURTHS OF ALL MEMBERS OF THE COUNCIL**. A resolution shall require only one (1) reading before its adoption and may be adopted at the same meeting at which it is first introduced by a majority of those Councilmembers present.

OPTIONAL: Consider an ordinance only requiring one (1) reading as well as resolutions.

PURPOSE It should not be harder to do first and final read together than it is to find an emergency.

OPTIONAL: Would streamline the time period.

12a II 16 **CRC** **FAILURE TO VOTE**

~~No member of the Council present at any meeting shall be excused from voting, except in matters involving the consideration of their own official conduct. In all other cases, a failure to vote shall be entered on the minutes as an affirmative vote.~~

THE MAYOR AND COUNCIL MEMBERS SHALL NOT BE EXCUSED FROM VOTING EXCEPT UPON MATTERS INVOLVING THE CONSIDERATION OF THEIR OWN OFFICIAL CONDUCT OR IN SUCH MATTERS AS THEY MAY HAVE A CONFLICT OF INTEREST AS SET FORTH BY STATUTE OR WITH THE APPEARANCE OF IMPROPRIETY. IN ALL OTHER CASES, A VOTE OF AYE OR NAY MUST BE CAST.

PURPOSE To clarify

12b

II

16

STAFF

FAILURE TO VOTE

No member of the Council present at any meeting shall be excused from voting, except in matters involving the consideration of their own official conduct **OR A DECLARED CONFLICT OF INTEREST**. In all other cases, a failure to vote shall be entered on the minutes as an affirmative vote.

PURPOSE Failure to vote should be excused in matters in which the Councilmember has a conflict of interest.

13

IV

1 (d)

STAFF

ADMINISTRATIVE DEPARTMENTS AND OFFICES

~~(a) City officials, as designated by this Article, and all heads of departments shall be residents of the City during their tenure of office.~~

PURPOSE To remove the requirement for residency of City Clerk, City Treasurer, and City Attorney.

14

XV

CRC

METHOD OF CHARTER AMENDMENT

This Charter, or any part of any Article or Section hereof, may be amended in the manner provided by the Constitution of this State.

IN ORDER TO REMAIN CURRENT AND RELEVANT, A CHARTER REVIEW COMMITTEE SHALL BE ESTABLISHED EVERY (#) YEARS TO CONSIDER RECOMMENDATIONS BROUGHT FORTH BY STAFF, THE PUBLIC, AND COMMITTEE MEMBERS TO BE PRESENTED TO THE COUNCIL FOR FUTURE CONSIDERATION.

PURPOSE To keep the Charter current and relevant.

15

VI

6

CRC

Section 6—PERMISSION TO EXCEED THE BUDGET

Nothing in this Article shall prevent the Council from seeking permission from the Arizona State Tax Commission to exceed the adopted budget in the event that an emergency should arise **TO PROTECT PUBLIC HEALTH, SAFETY, OR WELFARE**.

PURPOSE To clarify the definition of an emergency.

16

IV

1 (d)

CRC

ADMINISTRATIVE DEPARTMENTS AND OFFICES

(d) ~~City officials, as designated by this Article, and a~~ All heads of departments shall be residents of the City during their tenure of office. **ADDITIONALLY, ANY EMPLOYEE WHO MAKES SUGGESTIONS OR DECISIONS TO SET OR CHANGE CITY ZONING, BUILDING CODES OR BEAUTIFICATION PROJECTS THAT HAVE TO BE FUNDED BY ADDITIONAL TAX MONEY, MUST BE RESIDENTS OF THE CITY DURING THEIR TENURE OF OFFICE.**

PURPOSE

Requires (in addition to the City Manager as required in another section of the Charter) the Deputy City Managers to be residents as well as Division Heads that makes decisions... those that have a stake in the increased spending being a resident taxpayer and living in the City. Removes requirements for other officers (City Clerk, City Treasurer, City Attorney).

17

II

5

CRC

QUALIFICATIONS

The Mayor and the Councilmembers shall be qualified electors of the City, and shall hold no other public office except that of notary public, or member of the National Guard or Naval or Military Reserve. If a Councilmember or the Mayor shall cease to possess any of these qualifications, or shall be convicted of a crime involving moral turpitude, the office shall immediately become vacant.

THE MAYOR AND COUNCILMEMBERS CANNOT BE A PARTICIPANT, WHETHER PAID OR VOLUNTARY, ON A BOARD OR SPECIAL COMMITTEE OF ANY INSTITUTION, CHARITABLE OR OTHERWISE, WHO RECEIVES FINANCIAL SUPPORT OR DONATIONS FROM THE CITY OF FLAGSTAFF AND TAXPAYER FUNDS.

PURPOSE

To avoid the suspicion of a conflict of interest or resulting in self gain.

18

II

20

CRC

ELECTORAL DISTRICTS; ESTABLISHMENT

A. **WHEN THE POPULATION REACHES 75,000 AS CERTIFIED BY A DECENNIAL CENSUS OR A SPECIAL CENSUS CONDUCTED FOR THE PURPOSE OF DETERMINING THE POPULATION OF THE CITY, THE MAYOR AND COUNCIL SHALL DIVIDE THE CITY INTO FOUR (4) ELECTORAL DISTRICTS NOT LESS THAN SIX (6) MONTHS AFTER THE CERTIFICATION OF SUCH CENSUS. EACH ELECTORAL DISTRICT SHALL BE COMPACT AND CONTIGUOUS, BUT SHALL BE AS NEARLY EQUAL IN POPULATION AS POSSIBLE, AT WHICH TIME THE FOLLOWING MODIFICATIONS WILL OCCUR:**

1. **SECTION 2 (OF THIS ARTICLE) SHALL READ, "THE COUNCIL SHALL CONSIST OF A MAYOR AND TWO (2) COUNCIL MEMBERS ELECTED FROM THE CITY AT LARGE, AND FOUR (4) COUNCIL MEMBERS FROM THEIR RESPECTIVE DISTRICTS.**

2. **IMPLEMENTATION OF ARTICLE IX SECTION 11 (NEW) NOMINATION BY DISTRICT; ELECTION AT LARGE.**

B. **AT THE NEXT SUCCEEDING MUNICIPAL ELECTIONS, THE TWO (2) COUNCIL MEMBERS TO BE ELECTED SHALL BE FOR TERMS OF TWO (2) YEARS.**

- C. AT THE NEXT SUCCEEDING ELECTIONS FOLLOWING THE ELECTIONS PROVIDED IN SECTION 20 (B) ABOVE, SIX (6) COUNCIL MEMBERS SHALL BE ELECTED AS PROVIDED IN ARTICLE IX, SECTION 11, OF THIS CHARTER. THE COUNCIL MEMBERS FOR ELECTORAL DISTRICTS 1 AND 3 SHALL SERVE TRANSITIONAL TERMS OF TWO (2) YEARS AND COUNCIL MEMBERS FOR ELECTORAL DISTRICTS 2 AND 4 SHALL SERVE FULL TERMS OF FOUR (4) YEARS. AT EACH SUCCEEDING ELECTION ALL COUNCIL TERMS SHALL BE FOR FOUR (4) YEARS AS PROVIDED IN THIS CHARTER.
- D. NOTWITHSTANDING THE DIVISION OF THE CITY INTO DISTRICTS, THE MAYOR SHALL CONTINUE TO BE ELECTED AT LARGE.

PURPOSE To require district elections once the City reaches a population of 75,000.

IF DISTRICT ELECTIONS WERE TO MOVE FORWARD, THE FOLLOWING CHANGES WOULD BE INCLUDED AS SEPARATE QUESTIONS ON THE BALLOT:

II

DISTRICTS; RESIDENCY

AT SUCH TIME AS THE CITY IS DIVIDED INTO ELECTORAL DISTRICTS, A COUNCIL MEMBER ELECTED FOR ANY SUCH DISTRICT SHALL HAVE BEEN A RESIDENT OF SUCH DISTRICT FOR A PERIOD OF NOT LESS THAN ONE HUNDRED EIGHTY (180) DAYS NEXT PROCEEDING THE DATE, FOR THE PRIMARY ELECTION AND SHALL CONTINUE TO RESIDE IN SUCH DISTRICT AS A QUALIFICATION FOR ELECTION TO AND HOLDING OF SUCH OFFICE.

II

1

NUMBER

The Council shall consist of a Mayor and six (6) Councilmembers elected from the City **AT LARGE, EXCEPT AS PROVIDED IN SECTION 20 OF THIS ARTICLE.**

II

2

SELECTION

The Council shall be elected at large, **EXCEPT AS PROVIDED IN SECTION 20 OF THIS ARTICLE.**

II

NOMINATION BY DISTRICT; ELECTION AT LARGE

- A. FROM AND AFTER SUCH TIME AS THE CITY IS DIVIDED INTO DISTRICTS, THE COUNCIL MEMBERS SHALL BE NOMINATED BY VOTE OF THE ELECTORS IN THE PRIMARY ELECTION IN THE DISTRICT IN WHICH THE CANDIDATE RESIDES, AND SHALL BE ELECTED IN THE GENERAL ELECTION BY THE ELECTORS OF THE CITY AT LARGE.
- B. FOR THE PURPOSES OF PARAGRAPH A OF THIS SECTION, EACH DISTRICT SHALL NOMINATE NO MORE THAN TWO (2) CANDIDATES FOR THE GENERAL ELECTION AND NO MORE THAN ONE (1) CANDIDATE FROM EACH DISTRICT SHALL BE ELECTED.

19a

II

5

CRC

QUALIFICATIONS

The Mayor and the Councilmembers shall be qualified electors of the City, and shall hold no other public office except that of notary public, or member of the National Guard or Naval or Military Reserve. If a Councilmember or the Mayor shall cease to possess any of these qualifications, or shall be convicted of a crime involving moral turpitude, the office shall immediately become vacant.

CITY EMPLOYEES ARE NOT ELIGIBLE TO STAND FOR ELECTION OR SERVE AS MAYOR OR AS MEMBERS OF THE CITY COUNCIL. NO PERSON SHALL BE ELIGIBLE FOR THE OFFICE OF MAYOR WHO SHALL NOT HAVE ATTAINED THE AGE OF TWENTY-FIVE (25) YEARS AT THE TIME OF ELECTION.

PURPOSE To place age limits on Mayor

19b

II

5

CRC

QUALIFICATIONS

The Mayor and the Councilmembers shall be qualified electors of the City, and shall hold no other public office except that of notary public, or member of the National Guard or Naval or Military Reserve. If a Councilmember or the Mayor shall cease to possess any of these qualifications, or shall be convicted of a crime involving moral turpitude, the office shall immediately become vacant.

CITY EMPLOYEES ARE NOT ELIGIBLE TO STAND FOR ELECTION OR SERVE AS MAYOR OR AS MEMBERS OF THE CITY COUNCIL. NO PERSON SHALL BE ELIGIBLE FOR THE OFFICE OF COUNCIL WHO SHALL NOT HAVE ATTAINED THE AGE OF TWENTY-ONE (21) YEARS AT THE TIME OF ELECTION.

PURPOSE To place age limits on Councilmembers.

20

VII

13 (a)

STAFF

PROCEDURE FOR ADOPTION BY REFERENCE

(a) The Council may enact the provisions of a code or public record already in existence without setting forth such provisions, but the adopting ordinance shall be published in full. ~~THE NUMBER OF COPIES REQUIRED BY STATE STATUTE~~ ~~At least three (3) copies~~ of the code or public record shall be filed in the office of the City Clerk, and kept available for public use and inspection. A code or public record enacted by reference may be amended in the same manner.

PURPOSE At this time, State Statutes require three (3) copies to be maintained; however, this is an antiquated statute and may change in the future. This verbiage would allow the Charter to change as well, if that should occur.

21

VII

15

STAFF

CODIFICATION OF ORDINANCES

Any and all ordinances of the City which have been enacted and published in the manner required at the time of their adoption, and which have not been repealed, shall be compiled, consolidated, revised, indexed, and arranged as a comprehensive ordinance code, and such code may be adopted by reference, with the same effect as an ordinance, by the passage of any ordinance for such purpose. Such code need not be published in the manner required for other

ordinances, but ~~not less than three (3) copies~~ **THE NUMBER OF COPIES REQUIRED BY STATE STATUTE** thereof shall be filed for use and examination by the public in the office of the City Clerk prior to the adoption thereof. Amendments to the code shall be enacted in the same manner as ordinances.

PURPOSE At this time, State Statutes require three (3) copies to be maintained; however, this is an antiquated statute and may change in the future. This verbiage would allow the Charter to change as well, if that should occur.

22 IX 11 **STAFF APPLICATION OF STATE LAW**

The provisions of the laws of this State relating to and governing the nomination of elective officers and the conduct of elections, and each and every provision of said law, with all amendments thereto, shall apply, and shall govern the nomination of elective officers, and the conduct of elections, except as otherwise provided in this Charter. The Council shall have the power to make any other provisions relating to the nomination of officers, and to the conduct of elections not repugnant nor contrary to the provisions of the laws of this State, or to the provisions of this Charter.

PURPOSE Clean up the language regarding the application of state law to the elections process to make it clear that the Charter prevails unless it is legally preempted. I believe that is what the current language means, but it is so wordy that it could be challenged.

23 XI **STAFF POLICE MAGISTRATE COURT**

The ~~Police~~ **MAGISTRATE** Court created by the general statutes of the State, and all statutes pertaining to the jurisdiction and procedure of said Court, shall be fully observed

PURPOSE Change all references to Police Court to Magistrate Court.

24 XI 2 **STAFF POLICE MAGISTRATE JUDGE(S), APPOINTMENT, TERM**

The ~~Police~~ **MAGISTRATE** Judge(s) shall be appointed by the Council, and shall hold office **CONSISTENT WITH STATE LAW** ~~at the pleasure of the Council.~~

PURPOSE Consider whether the section on Police Judges serving “at the pleasure of Council” should be revised considering the required independence for Judges.

25 XI 3 **STAFF SERVICE OF PROCESS**

The Chief of Police shall cause all summonses issued by the ~~Police~~ **MAGISTRATE** Judge(s) to be served, and the return endorsed thereon and signed by the officer making such service. The Chief of Police shall also cause all warrants of arrest to be executed.

OPTIONAL: Eliminating this altogether

PURPOSE Change all references of Police Court to Magistrate Court.

26 XII 1 **STAFF** **ELECTIONS FOR APPROVAL OF FRANCHISES**

No franchise shall be granted, extended, or renewed by the City without the approval of a majority of the qualified electors residing within its corporate limits voting thereon at a ~~Primary~~, General, or Special Election; the Council shall submit any matter for approval or disapproval to such election at any ~~Primary or~~ General Election, or shall call a Special Election for such purpose **IN ACCORDANCE WITH STATE LAW at any time upon thirty (30) days' notice;** and the Council shall require, before calling any such election, that the estimated expense thereof (to be determined by the Council) shall be first deposited by the applicant for such franchise with the City Clerk.

PURPOSE Thirty days' notice is not adequate time to call a Special Election and meeting other related timelines. Removes the possibility of holding a franchise election during the Primary Election due to partisanship complications with Primary Elections.

27 XVI Am. 2 **STAFF** **Amendment No. 2 VOTE REQUIRED FOR CERTAIN TYPES OF FACILITIES COSTING IN EXCESS OF ONE MILLION DOLLARS**

Notwithstanding any other provisions of the Charter, with the exceptions of utilities, public safety (**INCLUDING MAGISTRATE COURTS**) and street facilities, after the effective date of this Amendment the City shall not expend funds totaling more than one million dollars for the purchase and/or construction of municipal facilities, including but not limited to libraries, civic centers, or swimming pools, without the prior approval of a majority of the qualified electors of the City voting at an election for that purpose. Said one million dollar limit shall be adjusted annually by the consumer price index as of July 1 of each year.

PURPOSE In Amendment No. 2, define public safety facilities in a manner that would include Magistrate Courts, and reflects the current CPI to account for inflation.

28 VI 1 **STAFF** **FISCAL**

Option 1

~~The provisions of the Constitution and the Laws of the State as the same now exist or hereafter may be amended governing the budget, taxation, financial, and fiscal powers of the City shall apply to the governing and conduct of same in the City.~~ **ARE A MATTER OF LOCAL CONCERN. shall apply THE COUNCIL MAY BY ORDINANCE PROVIDE A SYSTEM FOR THE ASSESSMENT, LEVY AND COLLECTION OF ALL CITY TAXES, NOT INCONSISTENT WITH THE PROVISIONS OF THIS CHARTER.**

Option 2

The provisions of the Constitution and the Laws of the State as the same now exist or hereafter may be amended governing the budget, taxation, financial, and fiscal powers of the City shall apply to the governing and conduct of same in the City. **THE COUNCIL MAY BY ORDINANCE PROVIDE A SYSTEM FOR THE ASSESSMENT, LEVY AND COLLECTION OF ALL CITY TAXES, NOT INCONSISTENT WITH THE PROVISIONS OF THIS CHARTER.**

PURPOSE This is an effort to bring the City Charter more in line with recent legislative changes to the Model City Tax Code, including the incorporation of recent legislative emphasis on tax simplification. The proposed changes also more clearly define the abilities of Council to self-administer the already adopted tax code.

29 VIII 9 **STAFF** **LEASES OF CITY PROPERTIES**

The Council may lease any **COMMERCIAL** land, **COMMERCIAL** buildings, or **COMMERCIAL** equipment now or hereafter owned by the City on such terms and conditions as the Council may prescribe. All leases shall be made to the highest responsible bidder after publication of notice thereof for at least one time per week for two weeks, stating explicitly the time and conditions of the proposed lease. However, the Council may, in its discretion, reject any and all bids.

SHOULD THERE BE NO BIDS, OR SHOULD THE COUNCIL CHOOSE TO REJECT ALL BIDS, THE CITY MAY ENTER INTO A LEASE AGREEMENT FOR AN ACCEPTABLE OFFER, BASED ON A DOCUMENTED DETERMINATION OF MARKET VALUE, WITHOUT FURTHER ADVERTISING DURING THE SIX MONTH PERIOD FOLLOWING THE DATE OF THE RECEIPT OF NO BIDS OR THE REJECTION OF ALL BIDS.

PURPOSE Allow leases of City property used for residential purposes to be leased by the City Manager for a commercially acceptable rate without going through the notification and bidding process.

30 XI 4 **STAFF** **APPOINTMENT OF JUDGES PRO TEMPORE**

THE PRESIDING JUDGE OF THE MUNICIPAL COURT MAY, WITH BUDGETARY APPROVAL OF THE CITY MANAGER, APPOINT SUCH JUDGES PRO TEMPORE AS ARE REQUIRED BY THE MUNICIPAL COURT AND SHALL OVERSEE THE COURT ADMINISTRATIVE STAFF

PURPOSE Allows the Presiding Judge to appoint Judges Pro Tempore and oversee court administrative staff

31 VI 4 **STAFF** **CASH BASIS FUND SET UP; TRANSFER OF SUMS FROM CASH BASIS FUND TO OTHER FUNDS**

~~The Council may, by ordinance, create and maintain a permanent revolving fund to be known as the Cash Basis Fund, for the purpose of putting the payment of the running expenses of the City on a cash basis. For this purpose, the Council may provide that from the money received from other sources, a sum equal to not less than two and one half (2 1/2) cents on each one hundred dollars (\$100.00) of the assessed value of said property shall be placed in such fund,~~

~~until the accumulated amount of such fund shall be sufficient to meet all legal demands against the Treasury for the first four (4) months, or other necessary period, of the succeeding fiscal year.~~
~~The Council shall have power to transfer from the Cash Basis Fund to any other fund or funds such sum or sums as may be required for the purpose of placing such fund or funds, as nearly as possible, on a cash basis. It shall be the duty of the Council to provide that all money so transferred from the Cash Basis Fund shall be returned thereto before the end of the fiscal year.~~

PURPOSE Not used

9 **STAFF LEASE OF CITY PROPERTY**

The Council may lease any land, buildings, or equipment now or hereafter owned by the City on such terms and conditions as the Council may prescribe. All leases shall be made to the highest responsible bidder after publication of notice thereof for at least one time per week for two weeks, stating explicitly the time and conditions of the proposed lease. However, the Council may, in its discretion, reject any and all bids.

PURPOSE Language needs to be updated to be consistent with current practice.

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 01/12/2021
Meeting Date: 01/19/2021



TITLE

Future Agenda Item Request (F.A.I.R.) A Citizens' Petition with regard to the Coconino Estates Project requesting that the City "redesign the city street project to allow trees to remain."

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

In accordance with Art. II, Sect. 17 of the Flagstaff City Charter, any citizen may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City...who shall present it to the Council at its next regular meeting. The attached petition was filed with the City Clerk's Office on January 5, 2021, requesting that the Coconino Estates project be redesigned to allow trees to remain.

INFORMATION:

Chapter 1-12 of the Flagstaff City Code formalizes the information to be required, and the attached petition conforms to those requirements. As outlined in this chapter, the petition is to be submitted to the Council under Future Agenda Item Request (F.A.I.R.) to determine if there is Council interest in placing the item on a future agenda for consideration.

Staff has provided the attached documents as well as the following information regarding the project:

As currently drawn, the complete street design proposes sidewalk and roadway improvements intended to increase the safety, function, and connectivity of the intersection and roadway for numerous modes of travel including motorists, Flagstaff Urban Trail System (FUTS) users, pedestrians and bicyclists. The concept of adding sidewalk to both sides of Beal Road was supported by the majority of those responding to a *Sidewalk Survey* that was mailed in July 2019 to 548 property owners, as well as, from comments received at the Public Open House meeting held on July 25, 2019. City staff is recommending that sidewalk be constructed along both sides of Beal Road given that these proposed improvements fit within the existing City owned right-of-way and in recognition that vehicular traffic movements are consistent with what we would expect along a roadway with a *Minor Collector Classification* as designated in the City's Regional Plan.

Additional detail and design information can be found on the City's web page. Copy & paste the link below into your web browser:

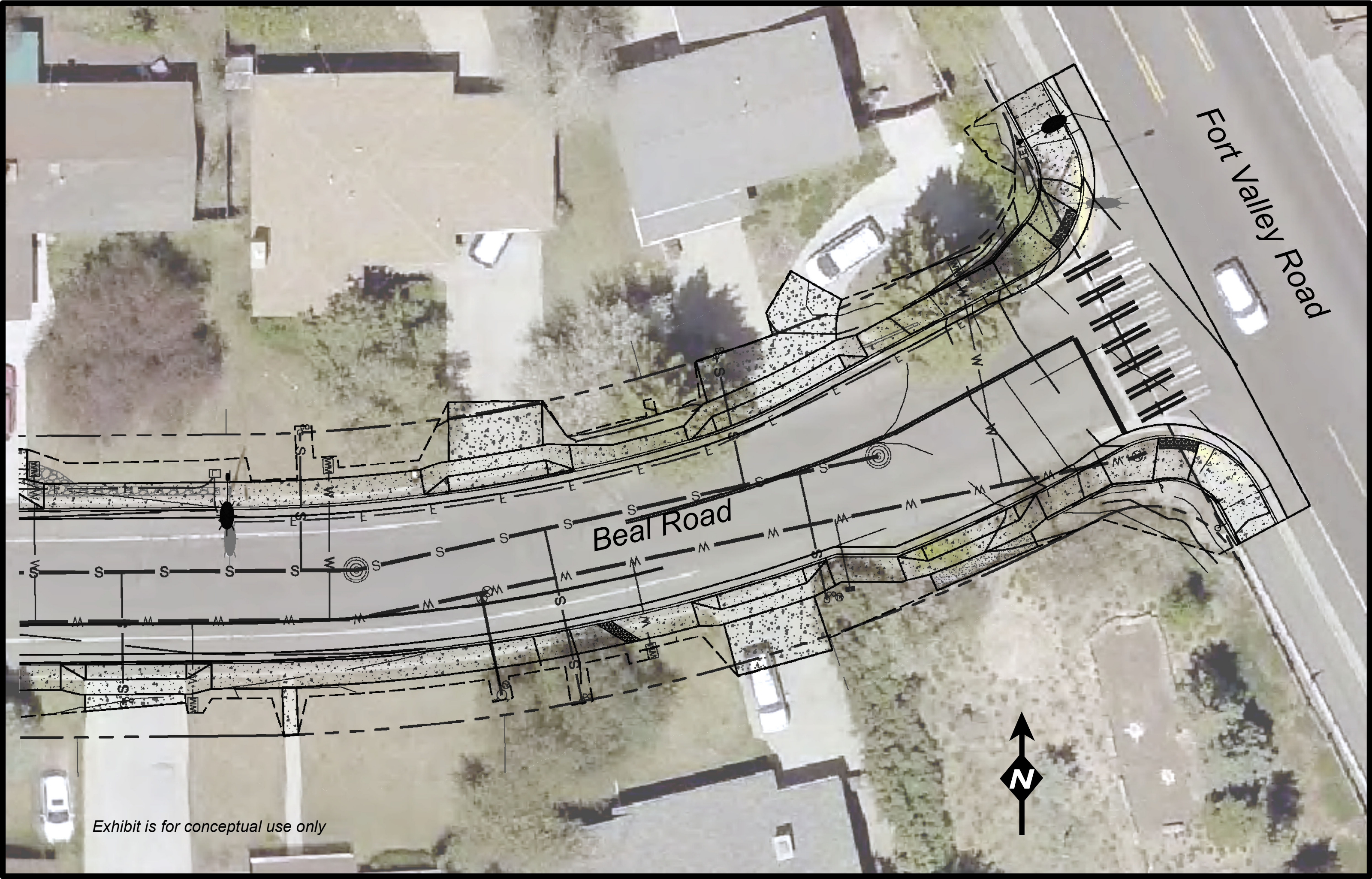
<https://www.flagstaff.az.gov/4214/Coconino-Estates-Phase-1-Design-Informat>

On street parking will only be accommodated on the south side of Beal Road minimizing the pavement

width along the majority of the roadway. The exhibit titled " *Coconino Estates Design*" in the attachments tab, highlights the City right-of-way line (*shown in yellow*), the existing edge of pavement (*shown in purple*), proposed improvements (*shown in black*), the two existing spruce trees (*shown in green*), and proposed pavement striping (*shown in red*). While the easterly tree will need to be removed due to its location within City right-of-way being in conflict with the proposed improvements, we believe that the westerly tree can possibly be preserved by reducing the sidewalk width down from 5' wide to 3' wide. The City hired an Arborist to evaluate both trees and the reports are attached to this staff summary for your review.

In response to requests to continue allowing vehicles to access Ft. Valley Road (U.S. Hwy. 180) desiring to head either north or south, the current design does allow two vehicles to stop side-by-side at the intersection's stop-bar. This was accommodated by widening the entrance of Beal Road on the south side of the road without requiring property acquisition. The proposed improvements fit within existing right-of-way.

Attachments: [Beal/180 Plans v2](#)
 [Petition #2021-01](#)
 [Coconino Estates Design](#)
 [510 Beal - West Spruce Report](#)
 [510 Beal - East Spruce Report](#)



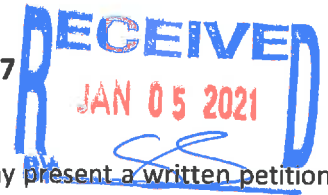
Fort Valley Road

Beal Road



Exhibit is for conceptual use only

PETITION TO FLAGSTAFF CITY COUNCIL
Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12



Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue: Proposal to Save Tree 510 W Beal Rd
Action Requested: Proposed removal - Do not cut down tree(s) Redesign the city street project to allow trees to remain

Printed Name of Submitter: Leslie Pickard
(Submitter must also sign below and complete information)

Contact Information: TIGERS4RUNNING @ 9mail.com
(PHONE NUMBER AND/OR E-MAIL ADDRESS)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
12/23/2020	Leslie Pickard	510 W. Beal Rd Flagstaff	<i>Leslie Pickard</i>
12/26/20	Lanna Nelson	528 Beal	<i>Lanna Nelson</i>
12/26/20	Bea Cole	521 W Beal Rd.	<i>Bea Cole</i>
12/26/20	DEIDRA COLE	521 W Beal Rd.	<i>Deidra Cole</i>
12/27/20	ROBERT PEARSON	4833 W. MEADE LN	<i>Robert Pearson</i>
12-27-20	Laura Kessler	833 Meade Ln.	<i>Laura Kessler</i>
12-27-20	Jane Ridly	20 West Oak Ave	<i>Jane Ridly</i>
12-27-2020	Michael Ridley	20 W. Oak Ave	<i>Michael Ridley</i>
12-27-20	Nathaniel Garcia	522 W. Beal	<i>Nathaniel Garcia</i>
12-27-20	Chelsea McKinnon Garcia	522 W Beal Rd	<i>Chelsea McKinnon Garcia</i>

RECEIVED BY CITY OF FLAGSTAFF

DATE RECEIVED	BY	COUNCIL MEETING DATE
1/5/21	<i>Stacy Saltburg</i>	

TITLE OF ISSUE: Proposal To save tree 510 W Beal Rd PAGE 2 OF 4

02/2016

PETITION TO FLAGSTAFF CITY COUNCIL
Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue: PROPOSAL TO SAVE TREE 1 310
Proposed removal of trees on W. Beal Rd.
Action Requested: Do not cut down trees. Redesign the
city street project to allow trees to remain.

Printed Name
of Submitter: _____
(Submitter must also sign below and complete information)

Contact Information: _____
(PHONE NUMBER AND/OR E-MAIL ADDRESS)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
Dec 27, 2020	Elson Miles	421 N. JAMES ST. Flagstaff, AZ 86001	Elson Miles
12/28/2020	CYNTHIA MCKINNON	421 N. JAMES ST. FLAGSTAFF, AZ 86001	Cynthia McKinnon
12/28/2020	John Knutson	313 E BRIMLEY AVE Flagstaff, AZ 86001	John Knutson
12/28/2020	Shawn Brauning	5 1/2 West Cottage Ave Flagstaff AZ 86001	Shawn Brauning
12-28	ROBERT COOPER	117 E BEATON AVE	Robert Cooper
12/28	Dennis Morris	102 S. O'Leary, Flagstaff, AZ	Dennis Morris
12/28/20	Susan Nuefhe	1006 N. Navajo Dr, Flagstaff	Susan Nuefhe
12/31/20	Terence Lance	416 E David Dr	Terence Lance
12/31/20	Georgia Taylor	416 E David	Georgia Taylor
12/31/20	Georgia Taylor	416 E David	Georgia Taylor

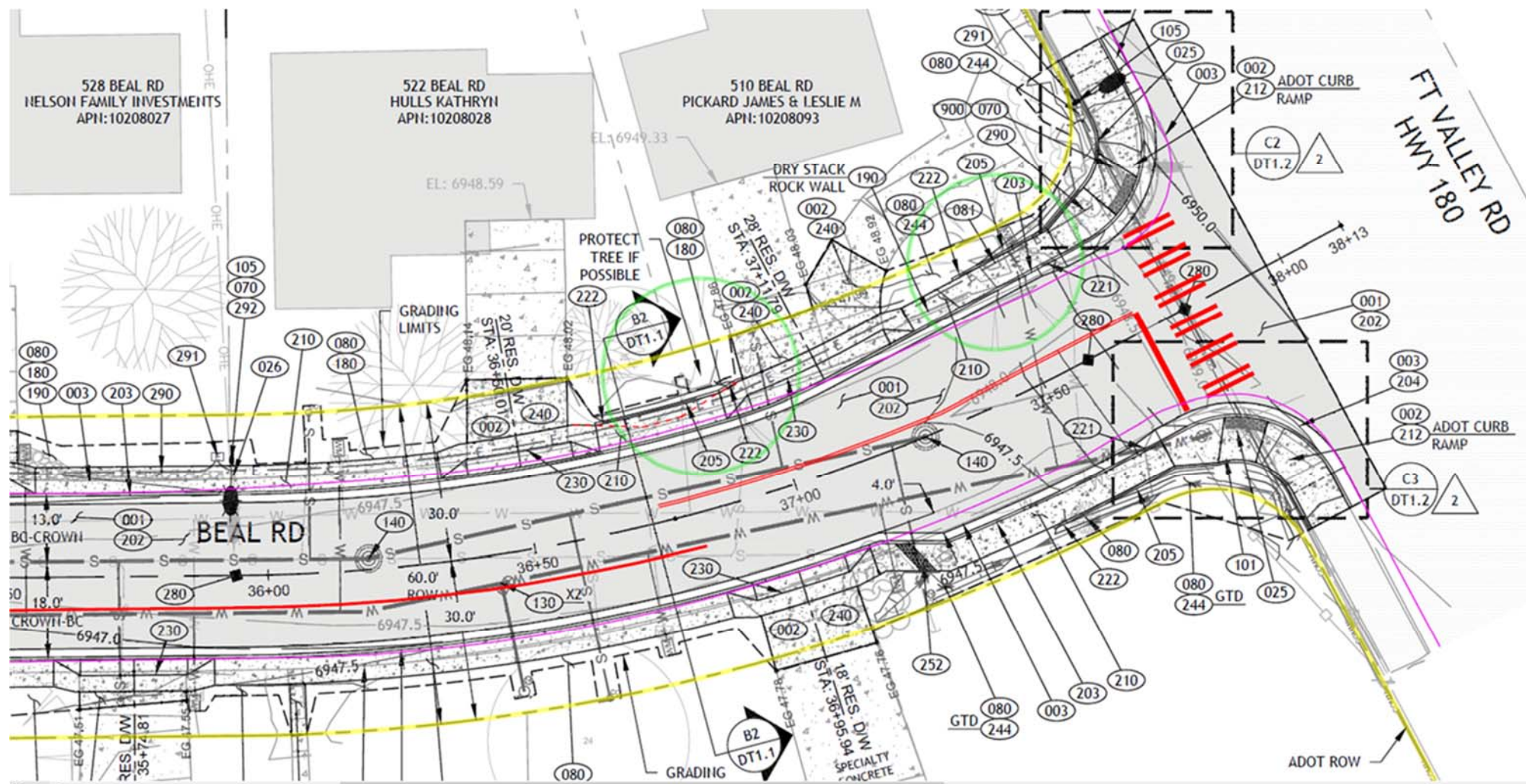
RECEIVED BY CITY OF FLAGSTAFF

DATE RECEIVED	BY	COUNCIL MEETING DATE

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: Proposal To SAVE tree 510 W Beal Rd PAGE 4 OF 4

[illegible]





Mick's Tree Service, LLC
2345 E Hemberg Dr, Flagstaff, AZ 86004
Mick Henry, Forester & Firewise Advisor
ISA Certified Arborist #WE-5580AU

Invoice #7474
Date: 11/03/2020

Invoice For

Eagle Mountain Construction

main: 9286001107
jason.woods@emcaz.com

Location

510 W Beal Rd
Flagstaff, AZ 86001

510 W Beal Rd 86001

Terms
Net 15

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1) Tree work Rent air compressor to use our Supersonic Air Knife to carefully remove soil to a depth of 16 inches below curb height throughout area alongside one large spruce where 3 foot wide sidewalk will be installed. Work performed by ISA Certified Arborist and only 3 roots were uncovered and they were each less than a 1/2 inch diameter. Placed pink flagging at 16" depth along entire trench we dug. See photos. It was surprising to not find large roots in the area we dug but the tree does have a slight lean away from that direction, possibly resulting from the tree's inability to send anchoring roots out towards direction of street. We did not excavate back further towards trunk of tree to determine if a 4 foot wide sidewalk would be possible. I suspect we would have encountered roots that could not be cut without destabilizing or damaging the tree. As long as a 3 foot wide sidewalk is all that is needed, and soil compaction from equipment is kept to a minimum beneath the remainder of drip line of branches it appears that tree will survive and does not need to be removed. I understand that the other spruce closer to highway is slated to be removed, perhaps due to grade changes. The sidewalk location was not shown alongside that tree but if it is similar perhaps that tree could be inspected and retained as well?	1	\$ 875.00	\$ 875.00

All balances not paid by the due date are subject to late fees. Please mail checks to the above address. Please use the contact information below for inquiries about this invoice.

SUBTOTAL	\$ 875.00
TOTAL	\$ 875.00



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2345 E Hemberg Dr, Flagstaff, AZ 86004
Mick Henry, Forester & Firewise Advisor
ISA Certified Arborist #WE-5580AU

Invoice #7474
Date: 11/03/2020

Assigned To

Mick Henry
Office: (928) 774-5892
Mobile: (928) 853-0441
mickstree@me.com

Photos

1) Tree work



1) Tree work





Mick's Tree Service, LLC
2345 E Hemberg Dr, Flagstaff, AZ 86004
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1) Tree work





Mick's Tree Service, LLC
2345 E Hemberg Dr, Flagstaff, AZ 86004
Mick Henry, Forester & Firewise Advisor
ISA Certified Arborist #WE-5580AU

Invoice #7482
Date: 11/10/2020

Invoice For

Eagle Mountain Construction

main: 9286001107
jason.woods@emcaz.com

Location

510 W Beal Rd
Flagstaff, AZ 86001

510 W Beal Rd 86001

Terms
Net 15

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1) Tree work Evaluate possibility of large spruce closer to highway remaining during construction of sidewalk: The location for proposed sidewalk was shown to be against trunk and the grade changes were shown with string line to add approximately 10" of compacted material over root system. No buttress roots within 2' of trunk can be cut without destabilizing or adversely affecting the health of tree. If the tree continued to grow it would break the sidewalk but more likely the tree would decline due to covering the root system and compacting the soil. The impacts would be decreased oxygen and nutrient availability. As well as reduced ability for water to reach roots. Although the tree has grown in a somewhat limited space the proposed changes in the immediate growing environment will require that the tree be removed.	1	\$ 125.00	\$ 125.00

All balances not paid by the due date are subject to late fees. Please mail checks to the above address. Please use the contact information below for inquiries about this invoice.

SUBTOTAL	\$ 125.00
TOTAL	\$ 125.00

Assigned To

Mick Henry
Office: (928) 774-5892
Mobile: (928) 853-0441
mickstree@me.com

Photos



Mick's Tree Service, LLC
2345 E Hemberg Dr, Flagstaff, AZ 86004
Mick Henry, Forester & Firewise Advisor
ISA Certified Arborist #WE-5580AU

Invoice #7482
Date: 11/10/2020

1) Tree work



1) Tree work



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 01/15/2021
Meeting Date: 01/19/2021



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
Capital Improvement Report

City Manager's Report

January 15, 2021

Council and Colleagues, I wish you a great weekend as we celebrate the birthday of Martin Luther King, Jr. Here is the Manager's Report for your reading enjoyment. 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. Every month we include a Capital Projects Update which is appended to this Report.

In no particular order...

Human Resources

The Human Resources Division has been quite busy with the ongoing process involving our compensation study recommendations. There have been two meetings with the Employee Advisory Committee (EAC) and a meeting with our Extended Leadership Team. All of the meetings have been well attended and participation has been high.

This matter will be before Council during the February 1st Budget Retreat. Stay tuned on this very important topic.

The Division is also finalizing set-up in PERFORM the new online performance evaluation system.

Police Department

There is much to report with the Flagstaff Police Department (FDP):

- The 2020 calendar year crime statistics show a 15% decrease in overall crime within the Flagstaff community.
- FPD attended the Continuum of Care meeting to work on solutions for our most vulnerable.
- The Department welcomed two new police recruits -- Jorden Holmes and Austin Rodgers. They will be starting the four-month Police Academy in Prescott on Monday. We wish them the best of luck! (Jorden on the left and Austin on the right).



- Back to the topic of crime. A daring escape occurred on a recent chilly morning. The suspect saw his opportunity and bolted with little warning ... and without his holiday sweater. One of our officers spotted the fleeing suspect, exited his car and gave chase. Due to the nimbleness of officer, and with focused resolve, he was able to apprehend the suspect, which was immediately returned to the confinement of his living room. A photo of the officer and the captured suspect is shown on the right.



- And in the category of awards and recognitions, and with all levity aside, we have a few items to note. On January 9th, Corporal Eberhardt and Officer Chris Wesley responded to an apartment for the report of a 30-year-old female not breathing. Upon arrival, officers observed the female to be completely lifeless on the front room floor. The female had a faint pulse, was turning blue, and was not breathing. The officers quickly assessed the situation and determined that the female had likely ingested a fentanyl pill and was suffering from an overdose. They quickly administered two doses of Narcan to the female. After the second dose the female gasped for air and began breathing on her own and regained her pulse. Medics arrived on scene and transported the female once she was in stable condition. The medics advised that the officers undoubtedly saved the individual's life with their fast response and quick action. It was believed that the female was precariously close to full cardiac arrest when the officers arrived. The mission of the Flagstaff Police Department is to protect and preserve life. Corporal Eberhardt and Officer Wesley were recognized with Department's Lifesaving Award. Well done!



Corporal Dustin Eberhardt



Officer Chris Wesley

**Announcing the retirement of Deputy Chief Walt Miller
With 24 years of dedicated service to our citizens**



After a long and successful tenure with the Flagstaff Police Department, Deputy Chief Walt Miller is retiring. We are quite sad to see him go, but we could not be more grateful for his service and dedication.

Walt was born and raised in Flagstaff, graduating from Flagstaff High School. He earned his bachelor's degree in special education from Northern Arizona University. Prior to a career in law enforcement he accepted teaching position at Coconino High School teaching in their Special Education Department for over four years.

In January of 1997 Walt joined the Flagstaff Police Department. Walt has worked many various leadership positions through his years of service at the Police Department. These include: Patrol Corporal, Criminal Investigator, Patrol Sergeant, SWAT Team leader, Professional Standards Sergeant, and Patrol Lieutenant, prior to being promoted to Deputy Chief in 2012.

During his career Walt has been named the Officer of the Year by the Masonic Lodge and Exchange Club. He has also been awarded the 7K Award for excellence in customer service, received the Departments Meritorious Service Award and the City Managers Excellence Award for Professionalism. Walt is one of the hardest working and honest people I have ever had the pleasure of working with and we wish him the best in retirement. Due to COVID restrictions, nothing formal is planned for Walt, but he is happy to receive well wishes for his next adventure via phone (928-679-4090) or E-mail: wmiller@coconino.az.gov. His last day with the City of Flagstaff will be January 22nd.

Thank you, Deputy Chief Miller, for your amazing service to our community.

Public Works

- Citizen's Cemetery closed out the calendar year with the largest quantity of burial services known to date -- 209 burials. There has been a lot of loss this past year.
- The Phoenix Suns, in collaboration with APS, have selected Ponderosa Park in Sunnyside for a grant opportunity to remodel the basketball courts! The project is called the *Rebound Project*, and the City of Flagstaff is the 2021 recipient. Tyrone Johnson and Gino Leoni worked together on applying for the grant, organizing meetings, and keeping us all in the loop. We are very excited to see what Parks and Recreation can do for the Sunnyside community in this neighborhood park, including working with FUSD on the remodel of the adjacent elementary school (Killip) to avoid any duplication of athletic amenities between the two sites.
- The baseball and softball fields will be locked beginning January 12th to prepare the fields for the upcoming seasons in April. The fields will be signed appropriately to notify users of the temporary maintenance closure.
- Parks staff setup the Parklet in front of Pay n' Take on December 30th based on the approved permit from the Expanded Use of Rights of Way (EUROW) Team. The Parklet is seeing considerable usage with the warm and dry weather of late. See picture below (taken when things were not so warm and dry).



- Community Events staff have scheduled an Event Partners meeting to take place on February 8th over Microsoft Teams. This meeting will include a presentation from our Sustainability Section on Zero-Waste Events.
- The Streets signs and markings group has completed the street name conversion downtown to *WC Riles*. Woohoo! This work included signpost installations, sign fabrication, and a well-executed plan for the installation and timely change out.

- Two (2) new solid waste commercial collection trucks are scheduled to arrive the week of January 11th. The essential equipment purchase was approved through the Budget Team.

Fire Department

- The Flagstaff Fire Department (FFD) has responded to 15,717 calls during calendar year 2020 compared to 14,723 in 2019 and 14,270 in 2018. The FFD continues to see growth in the community need for their services.
- Fire crews responded to a residential fire and, due to their quick response, the damage was contained to the outside of the structure (see images below).



- And as a final comment regarding our Fire Department, personnel are currently engaged in a Leadership Training program with line supervisors and FFD administration.



Meetings and Events of Note:

The City hosted the quarterly Alliance meeting on Friday, January 15th, and attendance was excellent. The topics discussed included a very inclusive discussion regarding COVID, legislative priorities, and budget updates. Thanks to Sarah Langley and Jack Fitchett for orchestrating the successful event.

The Coconino Criminal Justice Coordinating Council (CJCC) also met on January 13th and that meeting was also well attended, with an update on the Technical Assistance Project. Deputy City Manager Anderson, along with myself, will soon be interviewing with the consultant who is conducting this Project.

The agendas for both meetings are pasted below for your reference.

Alliance for the Second Century

Management & Policy Team Agenda

Friday, January 15, 2021

7:30 – 9:30 AM

(Virtual Meeting – TEAMS platform)

1. Welcome & Introductions (Greg Clifton)
2. COVID-19 Updates (All)
3. Legislative Priorities (All)
4. Budget Updates (All)
 - a. Expected FY 2021-22
5. Agency Updates (Time Permitting)
 - a. NAIPTA
 - b. NAU
 - c. FUSD
 - d. County
 - e. CCC
 - f. City
6. Next Meeting March/April. __, 2021
7. Other Business
 - a. New Coordinator Agency
8. Adjournment

Coconino County Criminal Justice Coordinating Council Executive Committee Meeting Agenda

Location: Video Conference (Zoom): <https://zoom.us/j/91652899572>
Or Telephone: Dial 253-215-8782 or 888-788-0099 (Toll Free) and enter Webinar ID: 916 5289 9572

Date: January 13, 2021

Time: 3:00-5:00 P.M.

Chair: Superior Court Presiding Judge Dan Slayton

Facilitators: The Justice Management Institute (JMI)

Agenda Details:

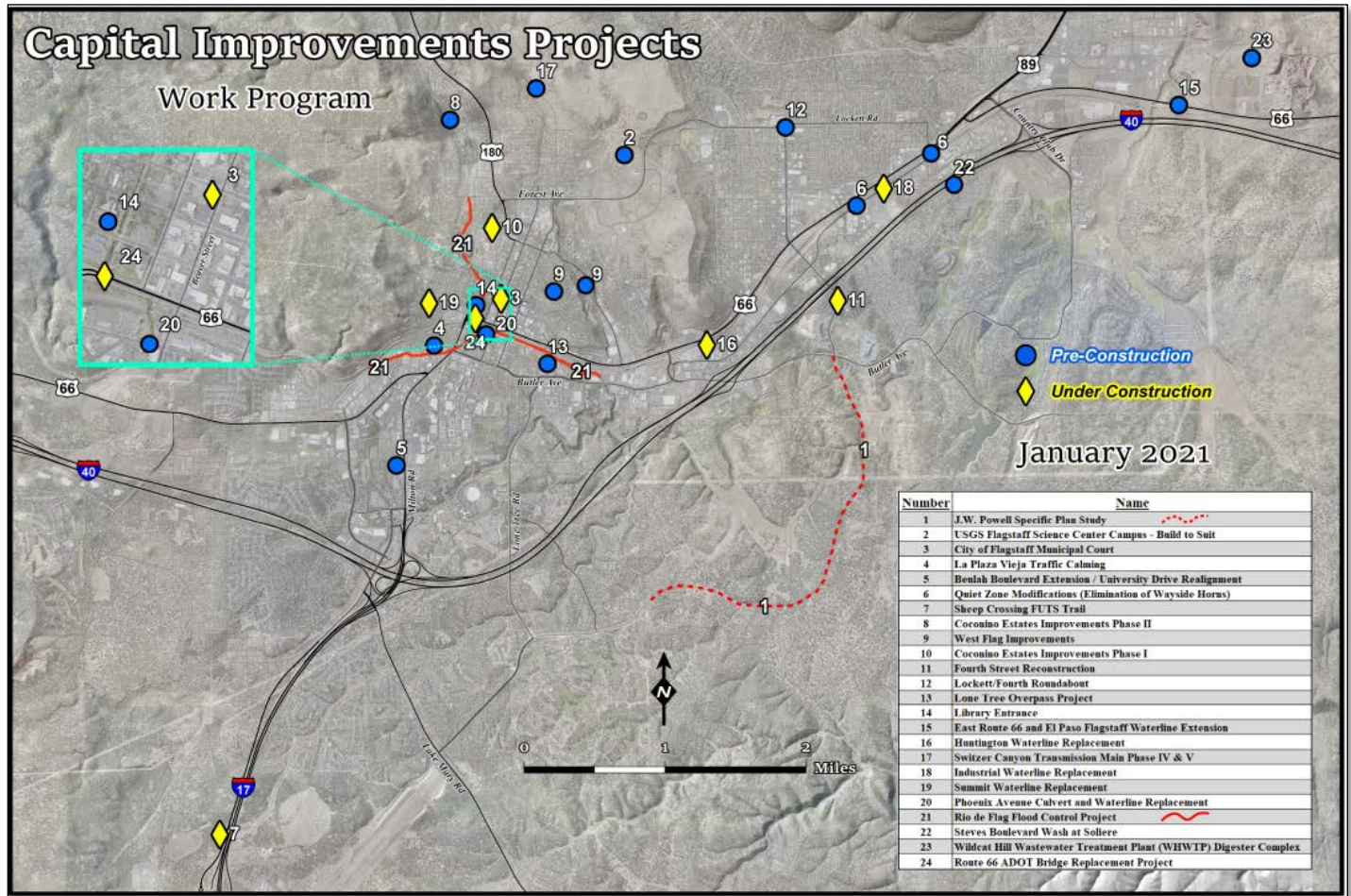
- | | |
|--------------------------------------------------------------------------|---------------------------|
| I. Welcome | <i>Hon. Judge Slayton</i> |
| a. Executive Member Introductions/Roll Call | |
| b. Introduction of New Members | |
| II. Council Business and Updates | <i>Hon. Judge Slayton</i> |
| a. Approval of December 2020 Minutes | |
| b. Diversion Legislation (County Attorney Ring) | |
| III. CJCC Technical Assistance Project | <i>Tom Eberly/CJCC</i> |
| a. Summary of Feedback Obtained from Interviews | |
| b. Next Steps: | |
| i. CJCC Assessment | |
| ii. Membership Survey | |
| iii. Bylaws workgroup (<i>Action Item: Identify Workgroup Members</i>) | |
| iv. Planning Retreat (<i>Action Item: Select Date for Retreat</i>) | |
| IV. System Data | <i>JMI/CJCC</i> |
| a. Data Trends from the Justice System | |
| b. CJCC Discussion on Next Steps | |
| V. Closing | <i>Hon. Judge Slayton</i> |
| a. Next Meeting Date: February 10, 2021 (3:00-5:00) | |
| b. Adjournment | |

Additionally, I attended the LaunchFlag Steering Committee meeting on January 7th, where we focused on drafting a Community Statement of Intent which addresses anti-racism education. Stay tuned on that as we will be reporting back to you once we have a final version.

Engineering & Capital Improvements

As noted in the introductory paragraph, attached is the monthly Capital Improvements Update. Please give it a read, as it's always informative. The map that shows the locations of the reference projects is shown below.

That's it for now. Onward and upward ...





ENGINEERING & CAPITAL IMPROVEMENTS DIVISION

CAPITAL IMPROVEMENTS SECTION

Monthly Capital Projects Report January 2021

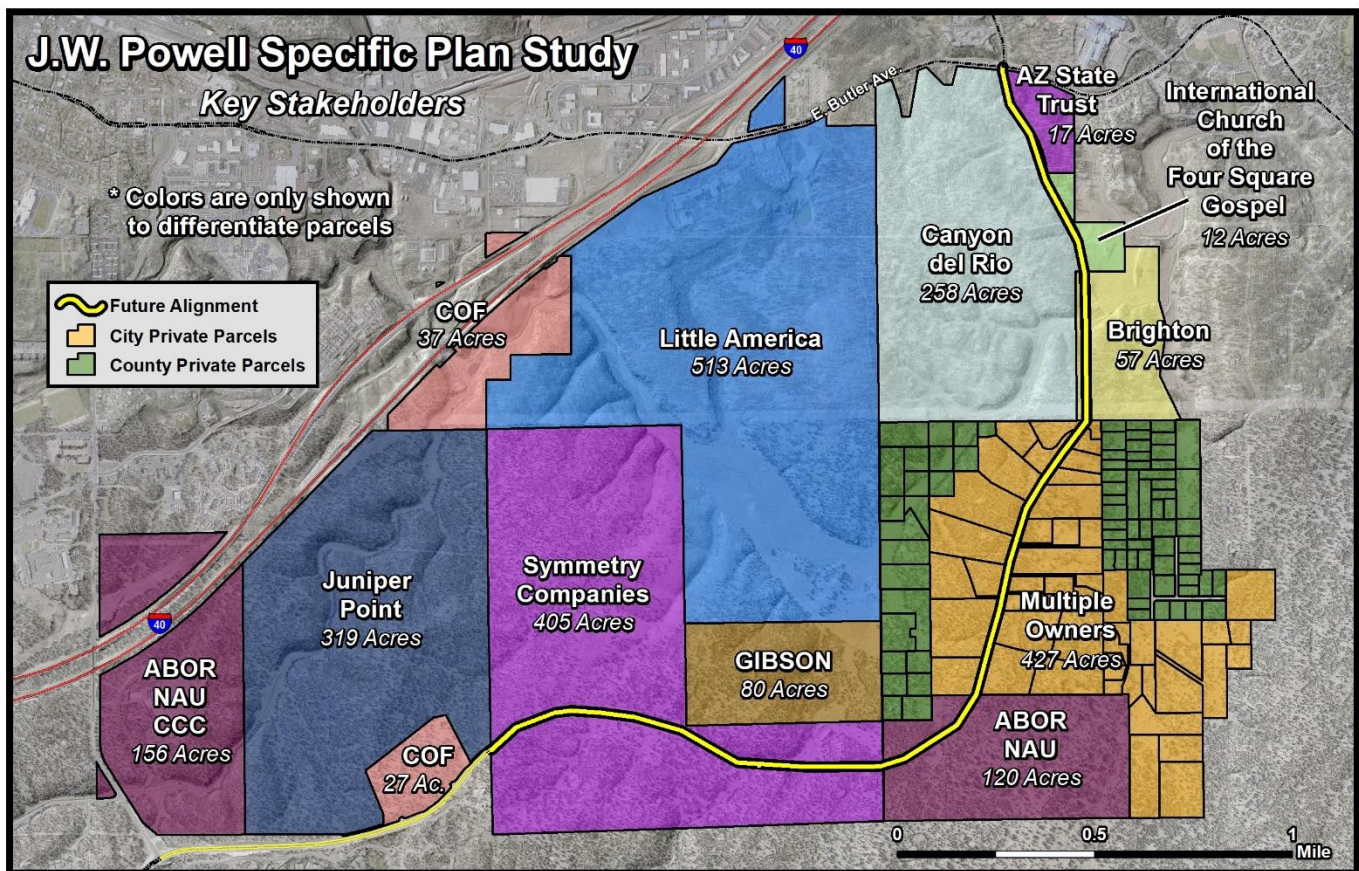
J.W. Powell Specific Plan Study (PLANNING PHASE)

FUND: GENERAL GOVERNMENT & TRANSPORTATION TAX

Description – The purpose of the John Wesley Powell Specific Plan Study (Study) is to develop a specific plan to guide the future private development of public infrastructure, utilities and facilities. Phase 1 of the project is the conceptual design of the future public infrastructure (roads), public utilities and facilities location analysis. The conceptual design is required to meet the full City infrastructure standards including street improvements, potable water, sanitary sewer mains, storm drain systems, street lighting and associated appurtenances. Phase 1 of the Study includes a sanitary sewer system master plan for the area. A water system master plan was previously developed for the area. Phase 2 of the Study is development of the planning elements necessary to gain City Council approval of a Specific Plan.

Project Update:

- City Staff is working with Peak Engineering, Swaback, and BetaPr to finalize the focused public outreach materials and discuss timelines for focused public outreach meetings.
- City Staff is preparing a CCR to introduce the JWP Specific Plan Study and share the commencement of the public outreach with project-adjacent property owners.
- Phase 1 should conclude in summer 2021 with Phase 2 starting thereafter.



Proposed alignment of new J.W. Powell Boulevard and Fourth Street; denoted by yellow line

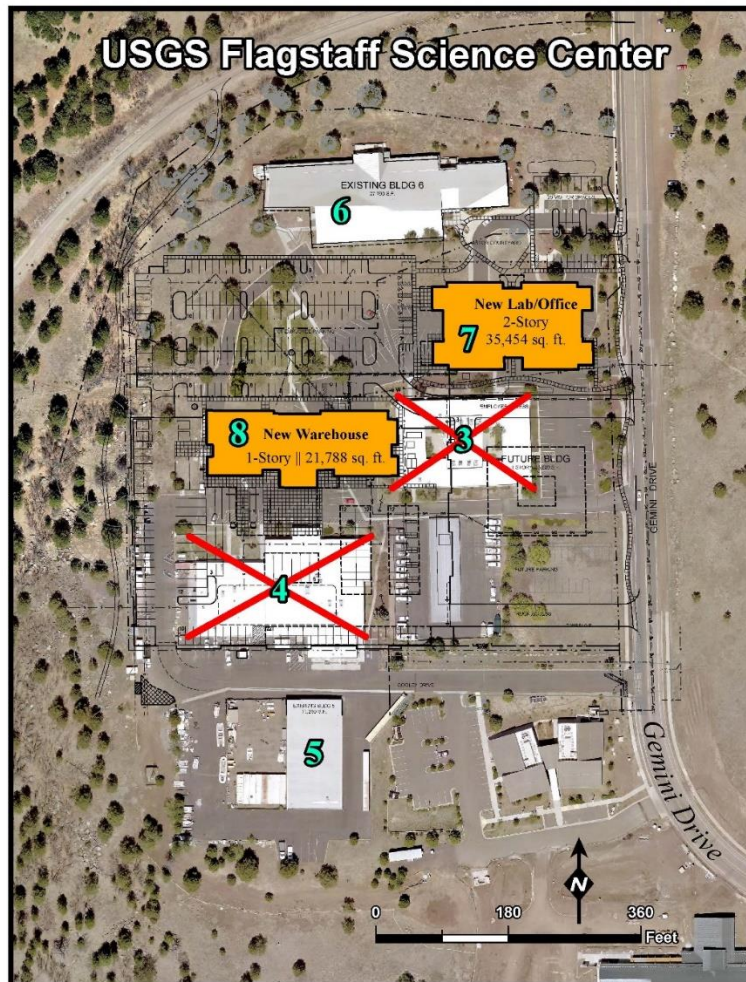
USGS Flagstaff Science Center Campus - Build to Suit (DESIGN PHASE)

FUND: GENERAL GOVERNMENT

Description – This project will bring new improvements to the USGS Flagstaff Science Center Campus, located just south of Buffalo Park. There will be two existing buildings demolished (buildings 3 and 4), and two new buildings constructed (buildings 7 and 8). One of the new buildings will be a new lab and office facility while the second building will be a new warehouse. These two new buildings will require a minimum certification from the U.S. Green Building Council's Leadership in Energy and Environmental Design (USGBC) of "Green Building Rating System" of "LEEDTM Silver for New Construction (NC)."

Project Update:

- City Staff will meet with USGS the second week of January to walk the proposed fiber optic locations on the Science Center Campus.
- City Staff is working to draft a Request for Statement of Qualifications (RSOQs) to procure a design-build contractor.



*USGS Flagstaff Science Center Campus.
Buildings to be constructed are shown in orange.
Buildings 3 and 4 (shown with red X) will be demolished.*

City of Flagstaff Municipal Court (CONSTRUCTION PHASE)

FUND: GENERAL GOVERNMENT

Description – The City of Flagstaff Municipal Court Project is a 40,000 SF facility that will provide full user services to the City Court, the City Prosecutor’s Office, and the public. It is located two blocks north of the existing Court facility, at 101 W. Cherry. Amenities include: four court rooms, one hearing room, administrative staff offices for the Court and Prosecution, in-custody detention and processing, and customer service facilities

Project Update:

- KCS continues to work to complete punch list items.
- Demolition of the old buildings is contingent on franchise utility relocations.



Flagstaff Municipal Court Facility, looking at the main entrance – northeast corner

FUND: TRANSPORTATION TAX (SAFETY) & HOUSING [CDBG] ALLOCATION

Project Update:

- Capital Improvements is assisting Comprehensive Planning.
- Consultant is working on the 90% plans and specifications.



Conceptual Plan of Proposed Improvements

Beulah Boulevard Extension/University Drive Realignment (DESIGN PHASE)

FUND: TRANSPORTATION TAX (STREETS)

Description – This project extends the northern terminus of Beulah Boulevard to connect with University Drive. Furthermore, University Avenue (west of Milton) will be realigned to match up with University Drive (east of Milton). A new roundabout will be constructed where Beulah Boulevard and University Drive will intersect.

Project Update:

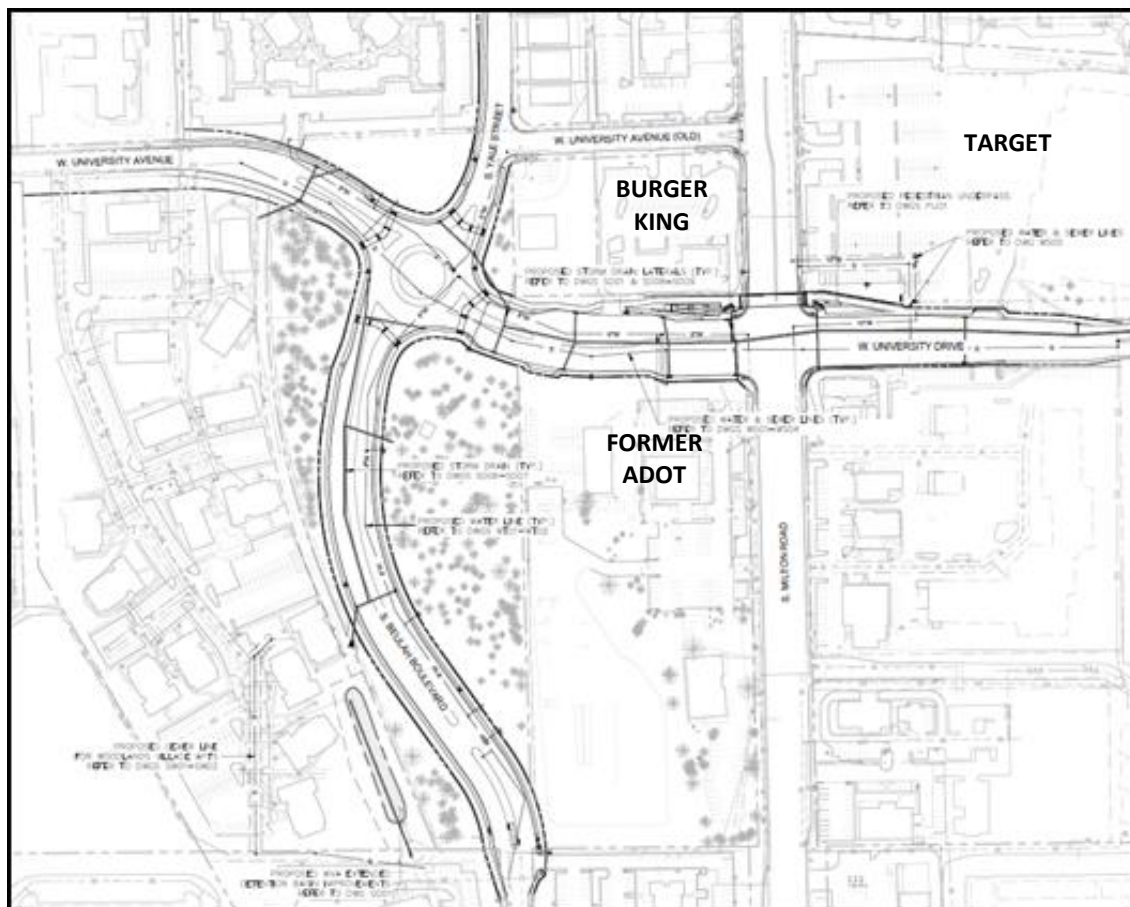
- City, in concert with Vintage Partners, are in final design of the roadway project. The engineering firm completing the design work is Shephard Wesnitzer, Inc. (SWI).
- Final design work should be completed by fall 2021.
- All abatement and demolition are complete on the former Fresquez and former ADOT properties.



*Former ADOT buildings have been demolished and removed.
Photo taken looking west from Milton Rd. and University Dr. intersection.*



*Former Fresquez buildings have been demolished and removed.
Pictured above is where the former residence was located.*



Extent map of new Beulah and University Realignment – taken from 30% plans.

Quiet Zone Modifications (Elimination of Wayside Horns) (PLANNING PHASE)

FUND: TRANSPORTATION TAX (STREET OPERATIONS)

Description – The City Council considered a citizen petition in July 2017 regarding the Quiet Zone and the sound level of the wayside horns on the eastside of town at the Steves and Fanning crossings. The wayside horns are operated by the City at both crossings and are an approved supplemental safety measure used in the absence of the train mounted horn. The other 3 crossings in Flagstaff that are a part of the Quiet Zone utilize One Way streets (Beaver and San Francisco) and a non-traversable median (Ponderosa Parkway) to satisfy the supplemental safety measure requirement for the Federal Railroad Administration's requirements for Quiet Zones and therefore do not require wayside horns.

Project Update:

- In response to the petition we measured the sound levels and the aiming of the wayside horns. After the wayside horns were confirmed to follow all regulatory standards, the City moved on to pursue other supplemental safety measures to eliminate the wayside horns. Efforts by City staff are ongoing in working towards solutions in collaboration with BNSF, Arizona Corporation Commission-Railroad Safety Group, ADOT, and various roadway consultants.
- Staff prepared a CCR dated 11/20/2020 to update Council on the detail of these supplemental safety measures and what we hope to accomplish on the eastside of town.



Fanning Railroad Crossing

Sheep Crossing FUTS Trail (CONSTRUCTION PHASE)

FUND: TRANSPORTATION TAX (FUTS)

Description – The Sheep Crossing FUTS Trail connects the Ponderosa FUTS Trail on the east end, just south of the Ponderosa Trails Subdivision, and the Sinclair Wash FUTS Trail on the west end. The western portion of the trail is in Fort Tuthill County Park and intersects the County's Soldiers Trail. Furthermore, this 0.74-mile trail is a connecting portion of the greater 44-mile Flagstaff Loop Trail. This trail utilizes two existing concrete box culverts for passage under Highway 89A and Interstate 17.

Project Update:

- Kinney Construction Services (KCS) received final acceptance on 18 December which established the beginning of the two-year warranty period.



*Looking west at the eastern portal.
Note Interstate 17 above the tunnel and the drainage tunnel to the right of the FUTS tunnel.*



Eight-foot bench facing Interstate Tank on the USFS portion of the trail.



Looking west through the tunnel. Note the interior lighting and heated weep drain frost protection conduit.



Looking west out the western portal. Note the FUTS safety fence at right and trench drain at left.

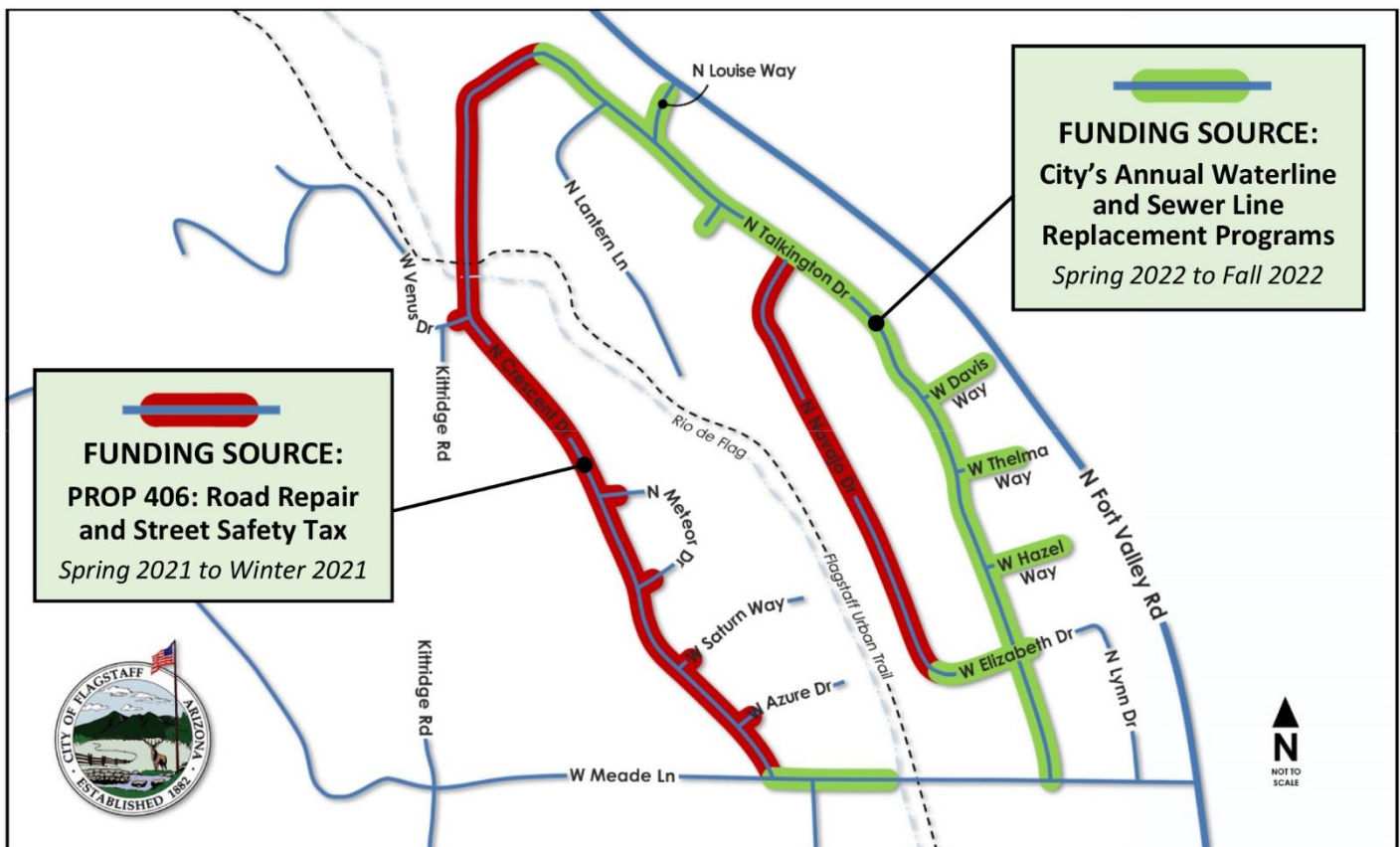
Coconino Estates Improvements Phase II (DESIGN PHASE)

FUND: ROAD REPAIR & STREET SAFETY & ANNUAL WATERLINE AND SEWER LINE REPLACEMENT PROGRAMS

Description - This is a utility and roadway improvements project located on several streets in the Coconino Estates neighborhood as seen in the map below. Improvements on the streets generally consist of replacing all existing utility and roadway infrastructure. The utility improvements include replacing the existing water and sewer mains, water and sewer services, fire hydrants, and manholes. The roadway improvements include replacing the existing asphalt roadway, replacing rolled curb with vertical curb, constructing driveway ramps at driveway entrances, and replacing select sidewalk only where it currently exists on Crescent Drive. Sidewalk will NOT be installed where it does not currently exist. For additional information visit the Project website at www.coconinoestates.com

Project Update:

- A Project Presentation Video was posted to the Project website in lieu of conducting the typical community open house meeting (www.coconinoestates.com).
- Final II (100%) Plans are currently being reviewed by City Staff.
- The Project will be advertised in January 2021 with construction to start spring 2021.
- The City will not permit the successful contractor to utilize the same construction yard as is being used for the Coconino Estates Phase I project near Thorpe Park.



Coconino Estates Improvements Phase II Project Limits – Funding - Schedule Map

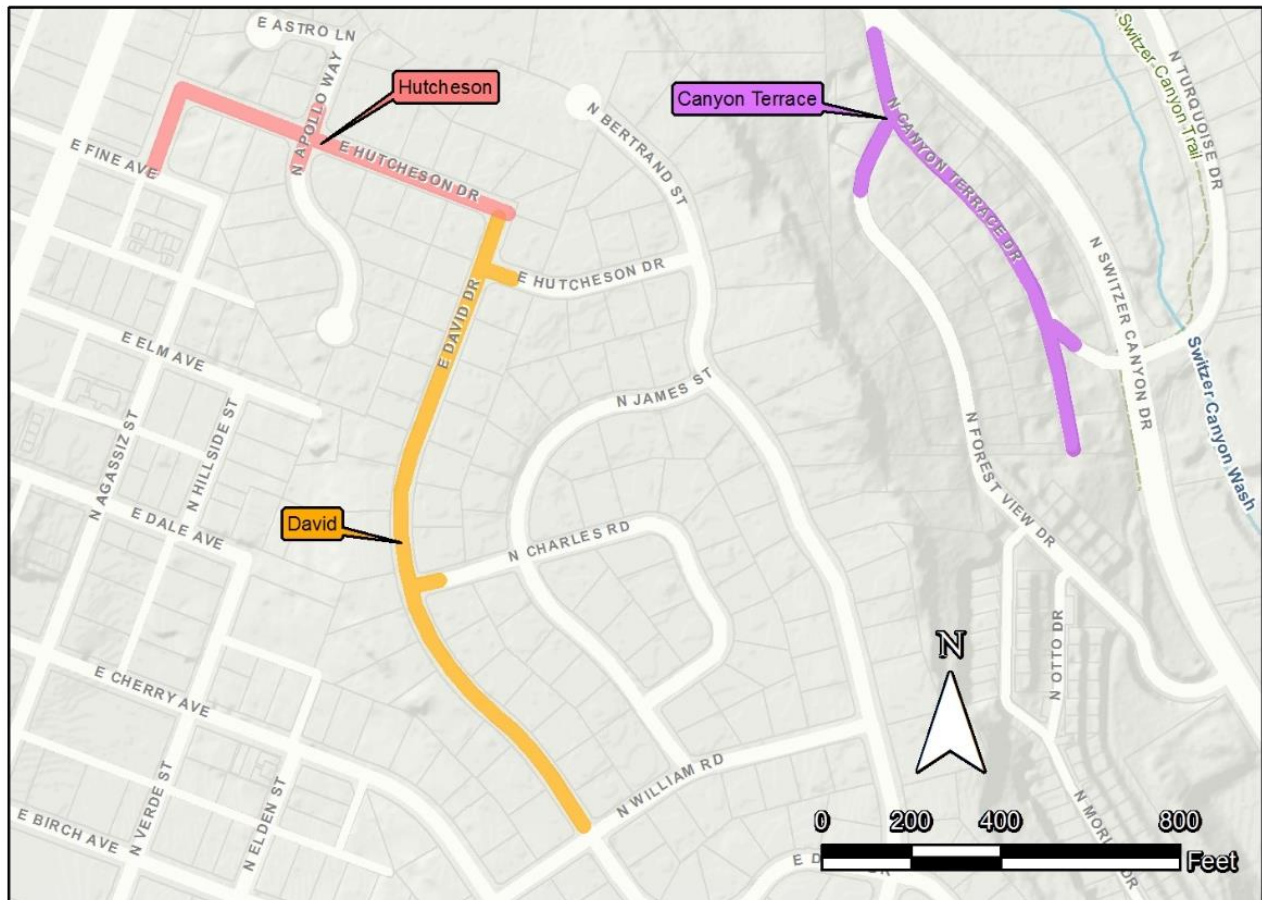
West Flag Improvements - David & Hutcheson (DESIGN PHASE)

FUND: ROAD REPAIR & STREET SAFETY

Description - This is a utility and roadway improvements project located on David Drive and Hutcheson Drive as seen in the map below. The Project originally included Canyon Terrace and was bid as one project in the spring on 2020, but was pulled at the end of the bidding process given the economic and funding source uncertainties due to the COVID 19 Pandemic. It was later decided to split the Project into two separate projects consisting of 1. David/Hutcheson and 2. Canyon Terrace (below). Improvements on the streets generally consist of replacing all existing utility and roadway infrastructure. The utility improvements include replacing the existing water and sewer mains (except for on David Drive), water and sewer services, fire hydrants, and manholes. The roadway improvements include replacing the existing asphalt roadway, replacing rolled curb with vertical curb on David Drive, and replacing select edge improvements (sidewalk, curb and gutter, etc.).

Project Update:

- The project is currently being advertised for bids through January 22, 2021.
- March 2, 2021 is the targeted City Council Meeting for the consideration of award for the Project.



West Flag Improvements - David & Hutcheson Project Limits Map

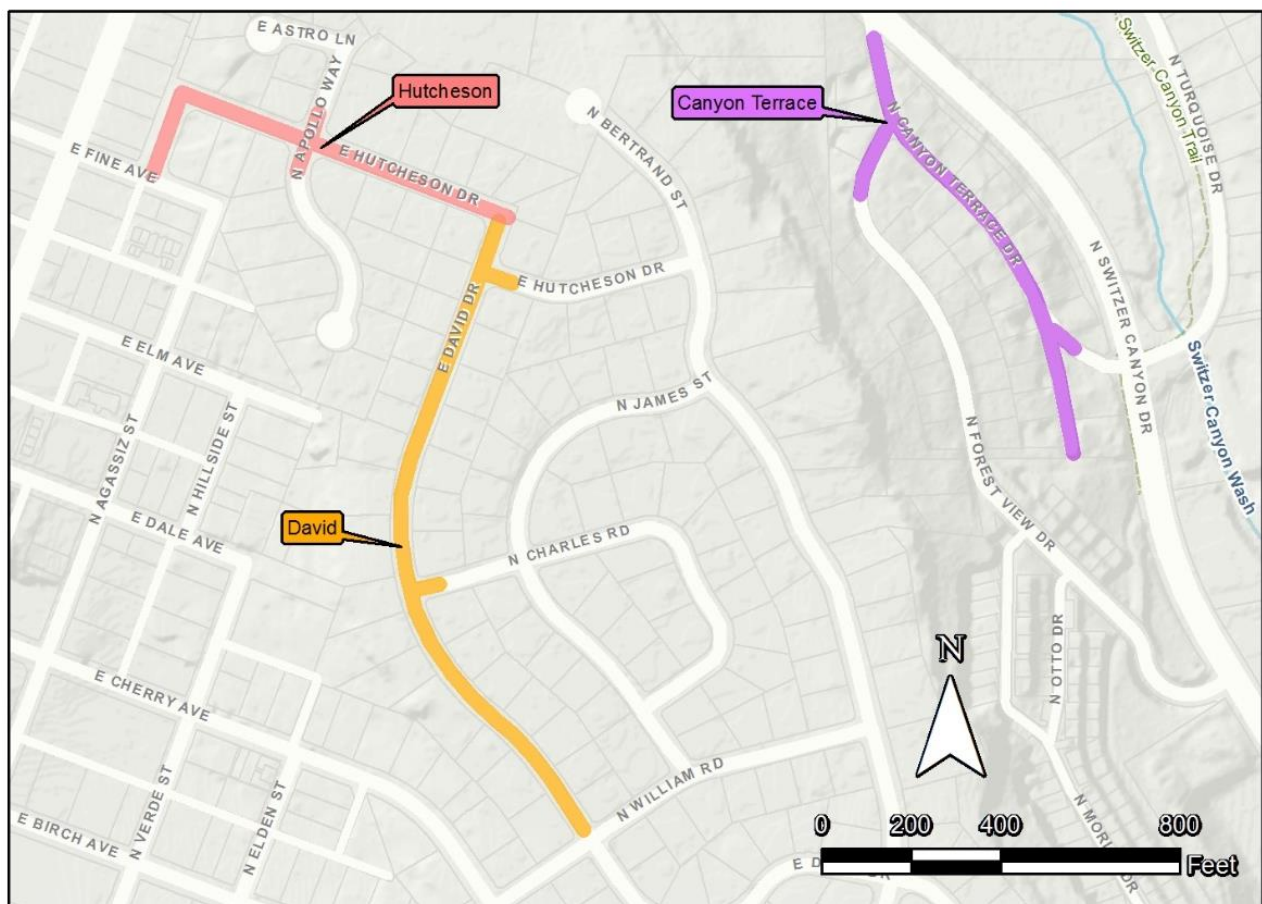
West Flag Improvements - Canyon Terrace (DESIGN PHASE)

FUND: ROAD REPAIR & STREET SAFETY

Description - This is a utility and roadway improvements project located Canyon Terrace Drive as seen in the map below. The Project originally included David/Hutcheson and was bid as one project in the spring on 2020, but was pulled at the end of the bidding process given the economic and funding source uncertainties due to the COVID 19 Pandemic. It was decided to split the Project into two separate projects consisting of 1. David/Hutcheson and 2. Canyon Terrace. Improvements on the streets generally consist of replacing all existing utility and roadway infrastructure. The utility improvements include replacing the existing water and sewer mains, water and sewer services, fire hydrants, and manholes. The roadway improvements include replacing the existing asphalt roadway and select curb and gutter.

Project Update:

- The project is currently being advertised for bids through January 22, 2021.
- March 2, 2021 is the targeted City Council Meeting for the consideration of award for the Project.



West Flag Improvements - Canyon Terrace Project Limits Map

Coconino Estates Improvements Phase I (CONSTRUCTION PHASE)

FUND: ROAD REPAIR & STREET SAFETY

Description - This is a utility and roadway improvements project located in the Coconino Estates neighborhood on Beal Road from Rockridge to Fort Valley, Navajo Drive from Navajo Road to Murray, Whipple Road from Navajo Drive to McMillan, and Navajo Road from Navajo Drive to Fort Valley. Improvements on the streets generally consist of replacing existing infrastructure with new, including water and sewer mains, water and sewer services, fire hydrants, storm drains, streetlights, the entire asphalt roadway, and defective select edge improvements (curb & gutter, sidewalk, etc.), except for Whipple Road which will only receive a new water main. There will also be new infrastructure added consisting of underground electric lines for street lighting and sidewalk on both sides of the street where it does not currently exist on Beal Road, Navajo Drive south of Beal, and on Navajo Road. For additional information visit the Project website at www.coconinoestates.com

Project Update :

Navajo Road (Construction Zone #1)

- Majority of improvements are complete.
- Installation of streetlights, one driveway with heated driveway issues, final striping, and landscape restorations remain.
- Navajo Road is now open to all traffic; however, temporary shoulder closures will occur as miscellaneous clean-up operations and streetlight installation continues.

Navajo Drive (Construction Zone #2)

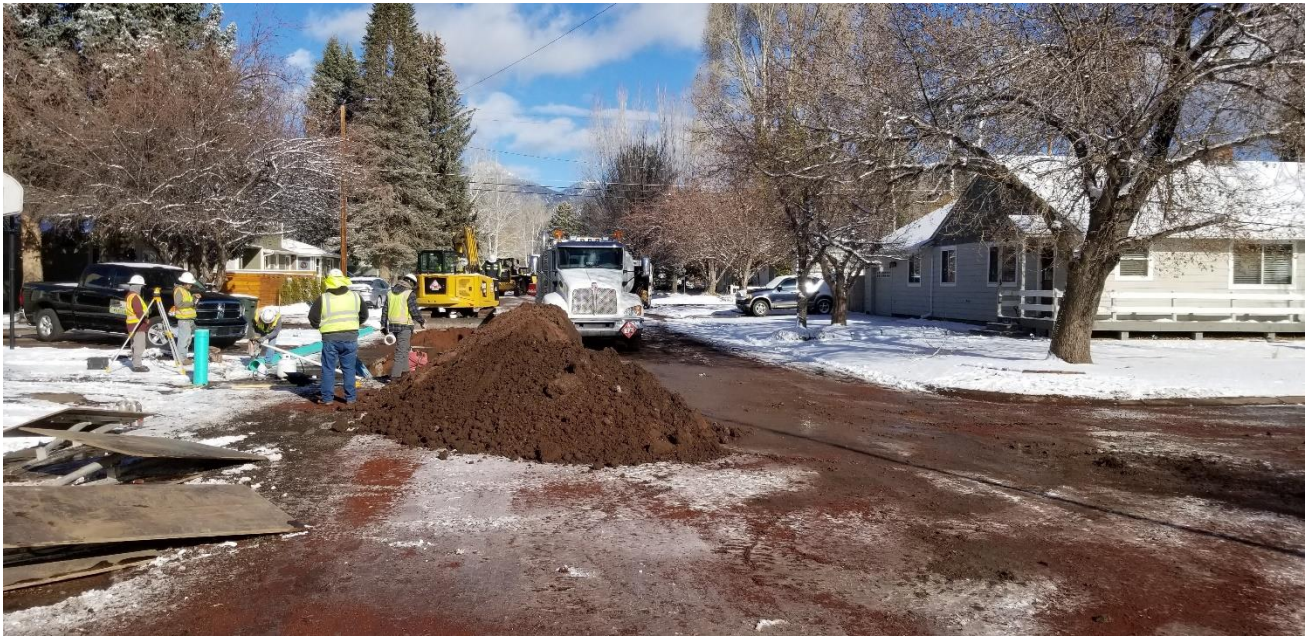
- Water and sewer main, water and sewer service, and electric conduit installation continues.
- Navajo Drive from Hopi Drive to Beal Road is closed to thru traffic, with detours posted around the closure.

Beal Road (Construction Zone #3)

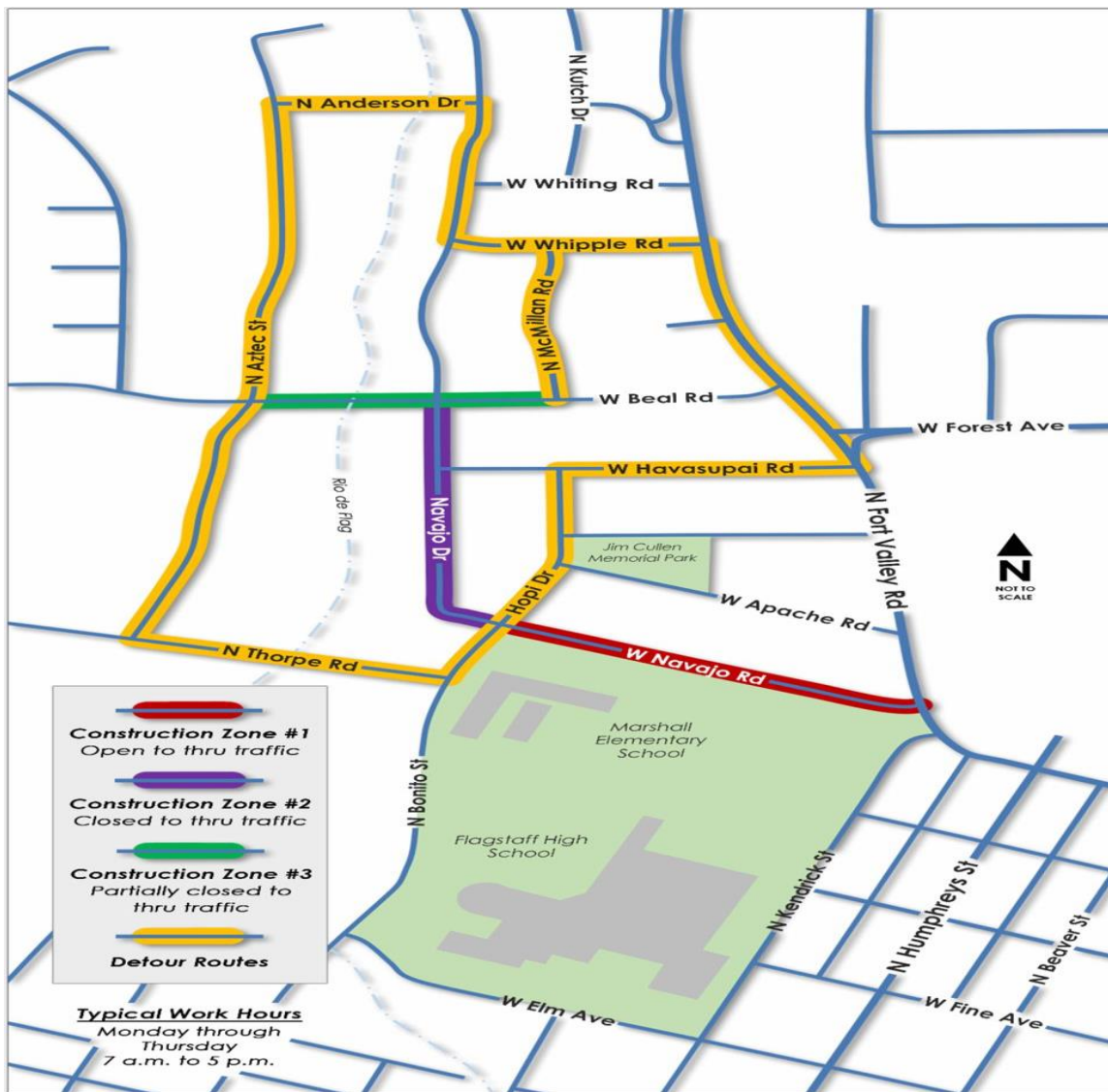
- Water and sewer main construction continues in the Beal/Navajo Drive intersection.
- Beal Road is closed to thru traffic from Aztec to McMillan, with detours posted around the closure.

Spruce Trees at 510 W. Beal Road

- The City hired a Professional Arborist to investigate the possibility of saving the trees, and in his professional opinion the east tree must be removed, however the west tree may be saved by narrowing the new sidewalk to a 3-foot width adjacent to the tree but there is still no guarantee that the tree will not need to be removed.
- A Citizen Petition to save the spruce trees in front of the 510 Beal Road property will be submitted to Council at the January 19, 2021 City Council Meeting to determine if the item will be placed on a future Council agenda for additional action.



Navajo Dr. / Havasupai Rd. intersection looking north at the sewer line construction on Navajo Dr.



Current road closures and detours

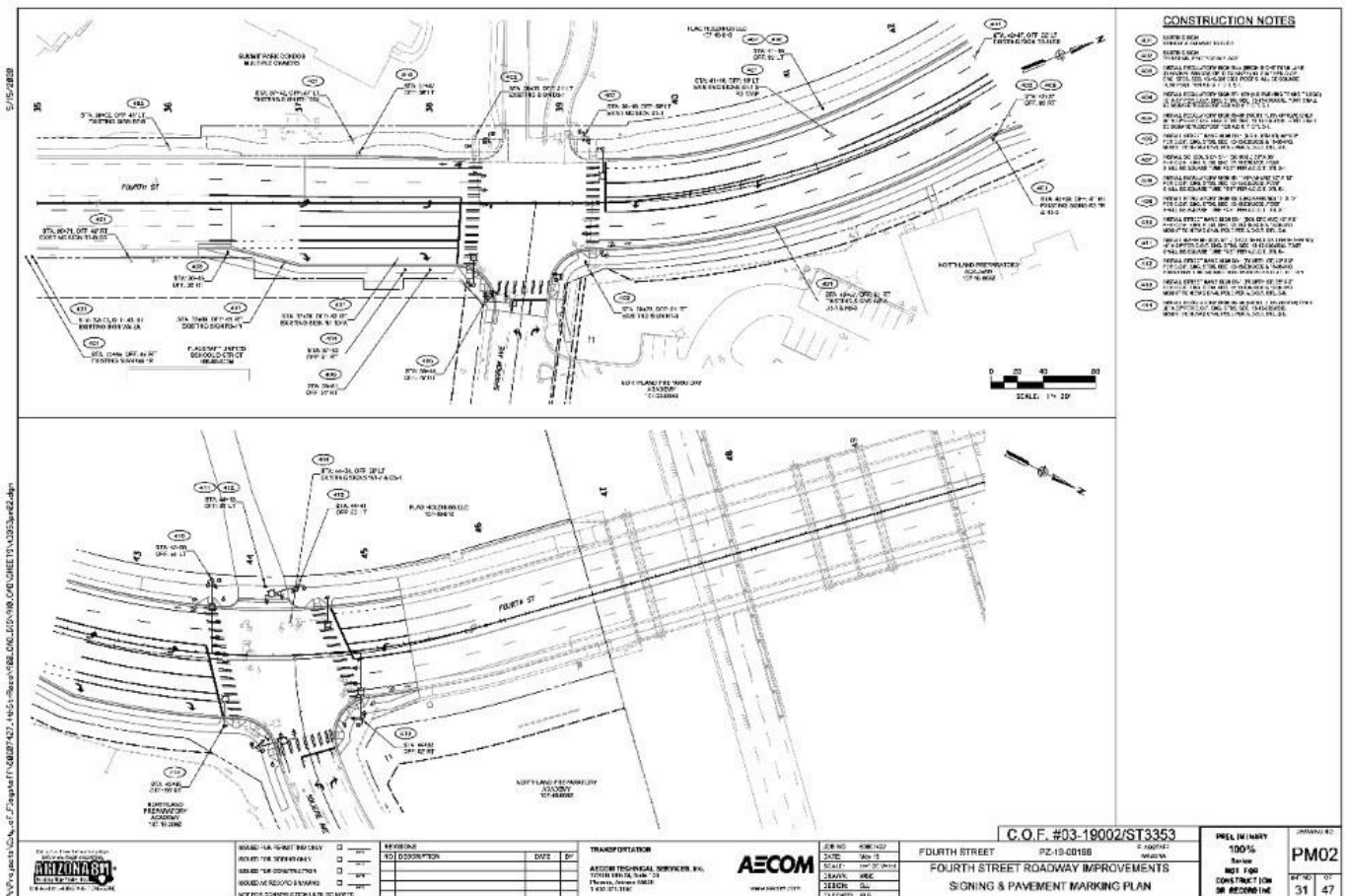
Fourth Street Reconstruction (CONSTRUCTION PHASE)

FUND: TRANSPORTATION TAX (RENEWED TAX)

Description – The project is on Fourth Street from the Soliere Avenue intersection, southerly to just past the Sparrow Avenue intersection. The work will construct a new pavement section with two northbound and two southbound lanes and a center turn lane, northbound dedicated right-turn lanes from Fourth Street onto Sparrow Avenue and onto Soliere Avenue, new streetlights, new traffic signals at Soliere Avenue, new fire hydrants, new 12" water main and new 8" water main, curb and gutter and new sidewalk. The reconstruction work will connect with the recently completed I-40 bridge replacement project.

Project Update:

- Project was awarded to RTR Paving at the December 8th Special City Council Meeting.
- RTR Paving was the low bidder, with a low bid of \$1,699,908
- Project construction is anticipated to start the week of January 11th.



Fourth Street Reconstruction Overview Plan

Lockett/Fourth Roundabout (DESIGN PHASE)

FUND: HSIP GRANT

Description – Project consists of the design and construction of a new roundabout at the Lockett-Cedar-Fourth Street intersection. Project is funded by an HSIP Grant, with supplementary funding from City of Flagstaff. Project design and construction to be administered by ADOT. The new roundabout will improve safety for vehicles, pedestrians and bicyclists in this busy intersection.

Project Update:

- Project design and construction to be administered by ADOT.
- Design efforts have kicked off with AZTEC as the design lead.
- Design completion is targeted for late 2021 and construction is anticipated in 2022.
- Early concepts to be presented to Bike and Pedestrian Advisory Committees on January 14th.
- Early concepts to be presented to the Transportation Commission on February 3rd.
- Discussion with Council is scheduled for the Feb 16th City Council Meeting .



Existing Lockett-Cedar-Fourth Intersection

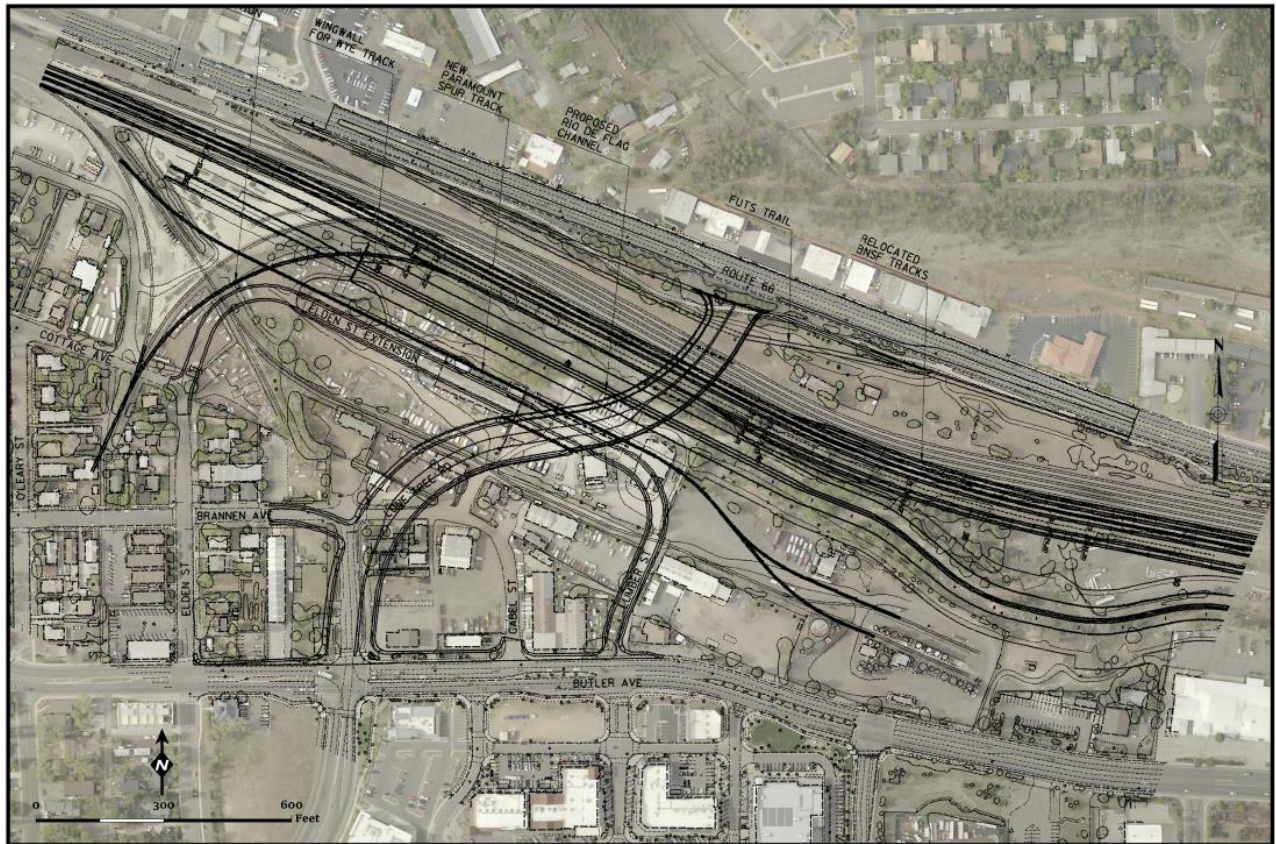
Lone Tree Overpass Project (Design Phase)

FUND: TRANSPORTATION

Description - The Lone Tree Overpass Project will provide a grade-separated crossing over the future Rio de Flag drainage and the BNSF Railway corridor from Butler Avenue to Route 66. Funding for this project is provided through voter approved bonds as designated in the 2018 Proposition 420.

Project Update:

- The City is negotiating scope and fee for the first design-phase contract with the selected Design-Build team.
- A design-phase contract is anticipated to be presented to Council for approval on February 2, 2021.



Lone Tree Overpass Concept Design

Library Entrance (DESIGN PHASE)

FUND: BBB - BEAUTIFICATION

Description – Project to bring Library Entrance into ADA compliance with new handicap ramp and new overall vision for the entrance. Public art will be incorporated into project and an artist is being brought onto the design team. Project includes upgrades to landscaping, handicap parking, parking lot, and hardscape.

Project Update:

- Artist contract was awarded at Dec. 1 City Council Meeting.
- WLB Group is working on conceptual plans for the entrance.
- Project Team continues to work on incorporating feedback from the *Commission on Inclusion and Adaptive Living* and other stakeholders.



Library Entrance Project-Existing Conditions

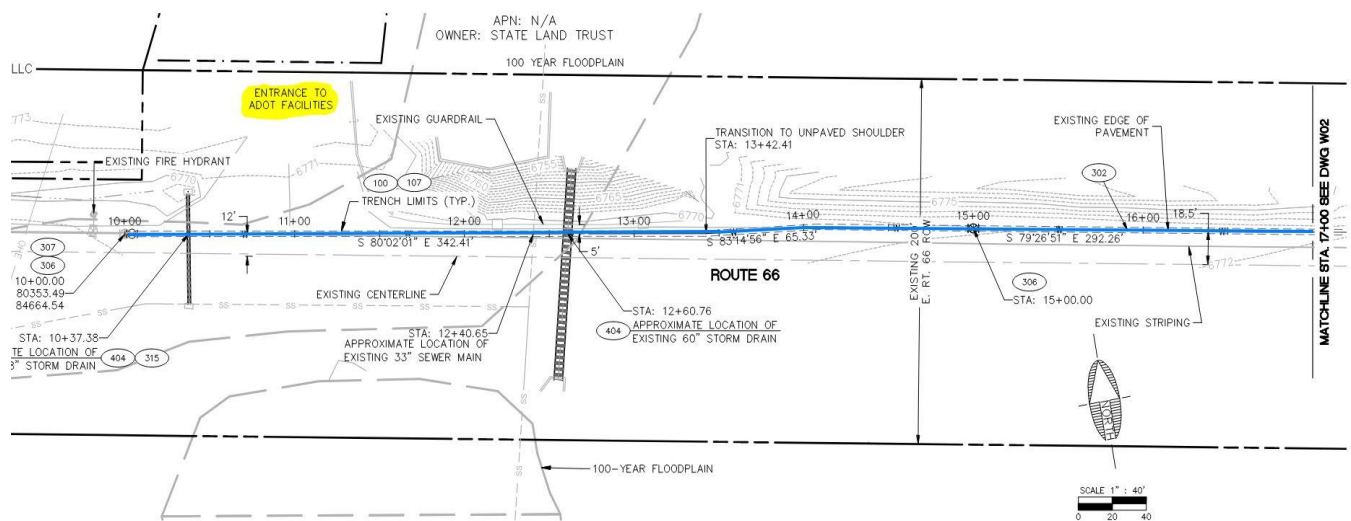
East Route 66 and El Paso Flagstaff Waterline Extension (DESIGN PHASE)

FUND: AGING INFRASTRUCTURE

Description – A utility improvements project that extends the 12" ductile iron waterline approximately 2,450 linear feet from approximately the intersection of Test Dr. and Rt. 66 to the intersection of El Paso Flagstaff Rd. The waterline extension continues north, up El Paso Flagstaff Rd towards the Wildcat Treatment plant, with approximately 1,600 linear feet of new 8" ductile iron waterline. The project also calls for a repaving of El Paso Flagstaff Road for the extents of the waterline extension.

Project Update:

- A second civil plan submittal was submitted to the City for review on the week of 11/30.
- Capital Staff is working with the Real Estate Manager to secure easements on State land for the new waterline.
- Plans are being coordinated with the proposed Industrial Park to the east, a private development project, to allow them water access and to mitigate future pavement cuts into the new road.
- Tentative construction schedule is to construct the waterline extension along Rt. 66 and El Paso Flagstaff Road during spring of 2021 followed by the paving of El Paso Flagstaff Road in the summer of 2021.



Current civil plan set in review, the blue line represents the starting point of the waterline extension that begins just west of the ADOT facilities driveway and Route 66 intersection.

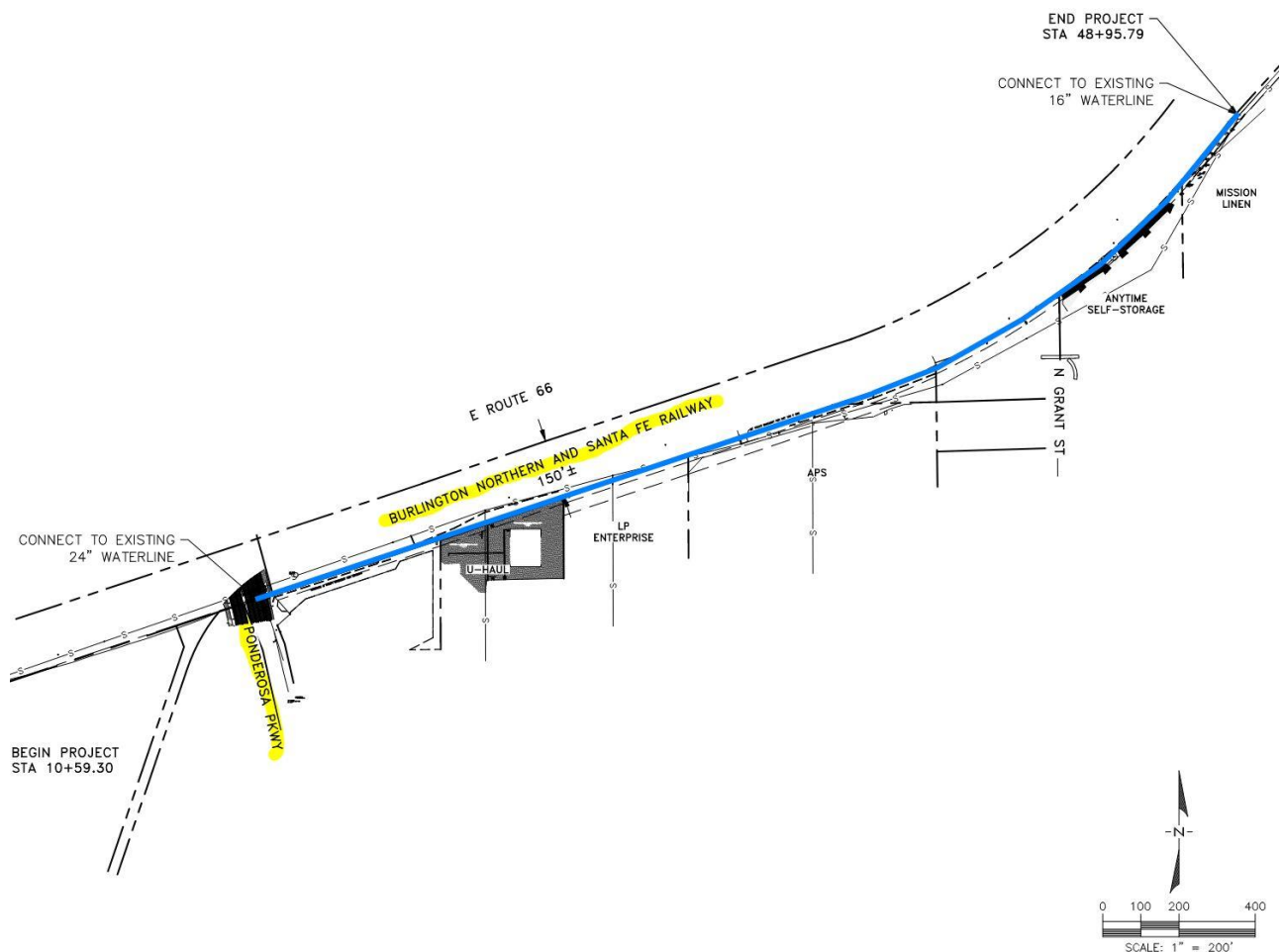
Huntington Waterline Replacement (CONSTRUCTION PHASE)

FUND: AGING INFRASTRUCTURE

Description - The Project consists of installing 3,000 LF of new 16" ductile iron waterline, and associated roadway improvements. Included in the project will be new water services, fire hydrants and air release valves. The existing waterline in this area is over 60 years old. This project is part of the City's ongoing aging water infrastructure replacement program.

Project Update:

- Plans have received approval from the City and ADEQ to construct.
- A bid package has been sent to our Purchasing Department for advertising.
- Current working schedule has a proposed start of construction in May of 2021.

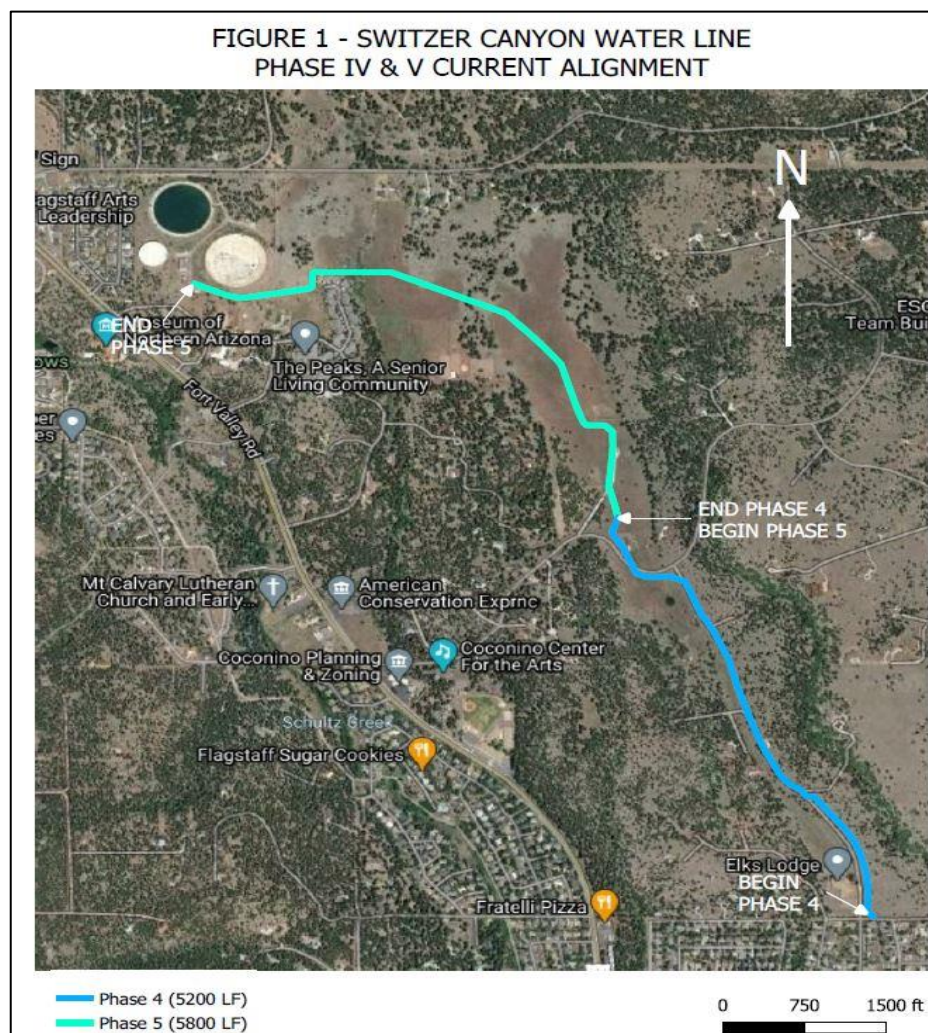


Vicinity Map of improvements, the blue line represents the new 16" waterline

FUND: AGING INFRASTRUCTURE

Project Update:

- FIGURE 1 - SWITZER CANYON WATER LINE
PHASE IV & V CURRENT ALIGNMENT



Industrial Waterline Replacement (CONSTRUCTION PHASE)

FUND: AGING INFRASTRUCTURE

Description - A utility improvements project on E. Industrial Drive from approximately Steves Boulevard to N. Caden Court. The improvements consist of replacing approximately 2,050 feet of 16" ductile iron waterline, associated paving for the waterline trench, removal and replacement of curb, gutter and valley gutter. The existing waterline in this area is over 60 years old. This project is part of the City's ongoing aging water infrastructure replacement program.

Project Update :

- All physical improvements for the project have been completed.
- Capital Staff is currently reviewing as-builts and working through project closeout before sending a letter of final acceptance to the Contractor.



Industrial Drive ready for striping and valve adjustments, Industrial Dr. looking east

Summit Waterline Replacement (CONSTRUCTION PHASE)

FUND: AGING INFRASTRUCTURE

Description - Approximately 3,300 ft of new waterline, water services, fire hydrants, and pavement reconstruction. The City intends to replace the water infrastructure and pavement on: S. Walnut Street from Santa Fe Avenue to Coconino Avenue; S. Sycamore Street from Santa Fe Avenue to Grand Canyon Avenue; S. Spring Street from Montvale Avenue to Grand Canyon Avenue; W. Summit Avenue from Santa Fe Avenue to end; and W. Santa Fe Avenue from Walnut Street to Thorpe Road. Waterline only will be installed on W. Montvale Avenue from Santa Fe Avenue, to end. The existing waterlines in this area range from 58 to more than 90 years old. This project is part of the City's ongoing aging water infrastructure replacement program.

Project Update:

- All underground work is complete.
- Walnut St and the majority of Sycamore St have been paved with final pavement.
- Remaining final pavement to be installed in spring 2021.
- Project is in a winter shutdown.



Summit Water Project-Trenches patched for winter

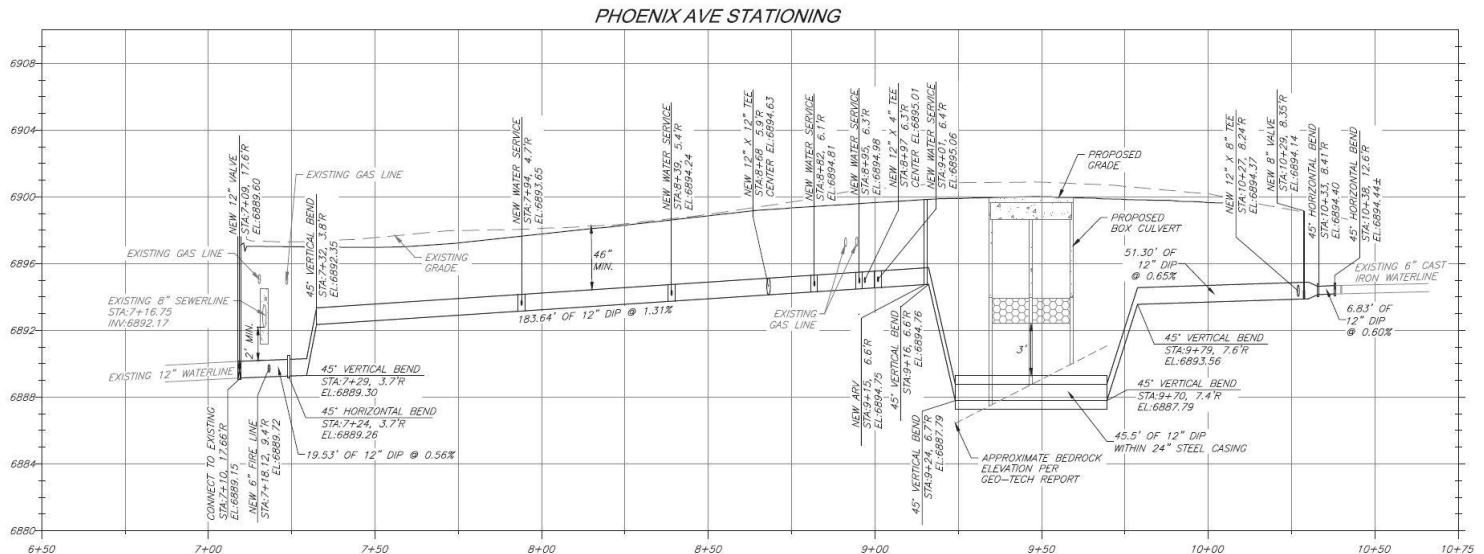
Phoenix Avenue Bridge and Waterline Replacement (DESIGN PHASE)

FUND: STORMWATER & AGING INFRASTRUCTURE

Description - The project will replace the Rio de Flag box culvert (which runs beneath Phoenix Avenue and the Zani building, and functions as the Phoenix Ave bridge) with the appropriate conveyance structure and will upsize the current waterline to a 12" waterline in Phoenix Avenue from Mikes Pike to Beaver Street. Phoenix Avenue will be reprofiled and lowered to achieve a standard street section, roadway surface drainage issues will be addressed, edge improvements will be made as needed and the roadway will be repaved. The existing waterline in this area is over 114 years old. This project is part of the City's ongoing aging water infrastructure replacement program.

Project Update:

- The second set of civil and structural plans were submitted to the City for review on January 4th
- A meeting was held in late September with City Staff and the consulting Structural Engineer to discuss plans for rehabilitating the beam under Zani.
- A meeting was held in Late September with City Staff and the consulting Design Engineer to discuss strategy on construction logistics to mitigate impacts to businesses in the area.
- Construction is targeted to begin in spring of 2021.



Rio de Flag Flood Control Project (DESIGN PHASE)

FUND: STORMWATER & AGING INFRASTRUCTURE

Description - Design consists of channel improvements along both the Rio de Flag and Clay Avenue Wash channels, and the construction of an underground concrete confluence structure. The channelization of Clay Avenue Wash channel will begin at an upstream inlet structure transitioning into an open rectangular concrete channel and then transitioning into an underground reinforced concrete box channel ending at the confluence on Clay Avenue Wash and Rio de Flag, total length is approximately 5,000 feet. The channelization of the Rio de Flag channel will begin at an upstream inlet structure transitioning into an underground reinforced concrete box channel with an open earthen channel above (composite channel) and then transitioning into the underground confluence structure. From the confluence structure, the Rio de Flag channel will be re-routed out of the Southside, along the BNSF railroad tracks, then transitioning into an open trapezoidal channel with riprap placed on invert and side slopes. Work includes widening and deepening by large scale excavation, grading, and compacted fill; disposal of excess excavated material; installing over 1 mile of underground reinforced concrete box channel, riprap slope protection, critical underground concrete confluence hydraulic structure, drainage culverts, many utility relocations, landscaping and mitigation planting, asphalt concrete paving, access ramps, safety railing and appurtenant work. Construction methods will include hard rock excavation during grading and utility excavation, groundwater dewatering, shoring, environmental cleanup and disposal and cut slope and trench stabilization.

Project Update:

100% Construction Plans

- The City's consultant (Shephard Wesnitzer, Inc.) and the US Army Corps consultant (Tetra Tech) continue to coordinate on project design items including the channel crossing on ADOT right-of-way at the Milton Road and Butler Avenue intersection, utility relocations, and design of the project on BNSF Railway property.
- Several public involvement items have been created and posted to the project website, including:
 - Photo simulations and video for the Flood Wall, Composite Channel, Open Channel (Clay Wash) and Open Channel (Lower Reach).
 - A virtual meeting room that has project exhibits and information.
 - A Southside Community Interview video.
 - The link and web address for the Rio de Flag Public Information page is <https://www.flagstaff.az.gov/4189/Rio-De-Flag-Flood-Control>.

Property acquisition status - Phase I

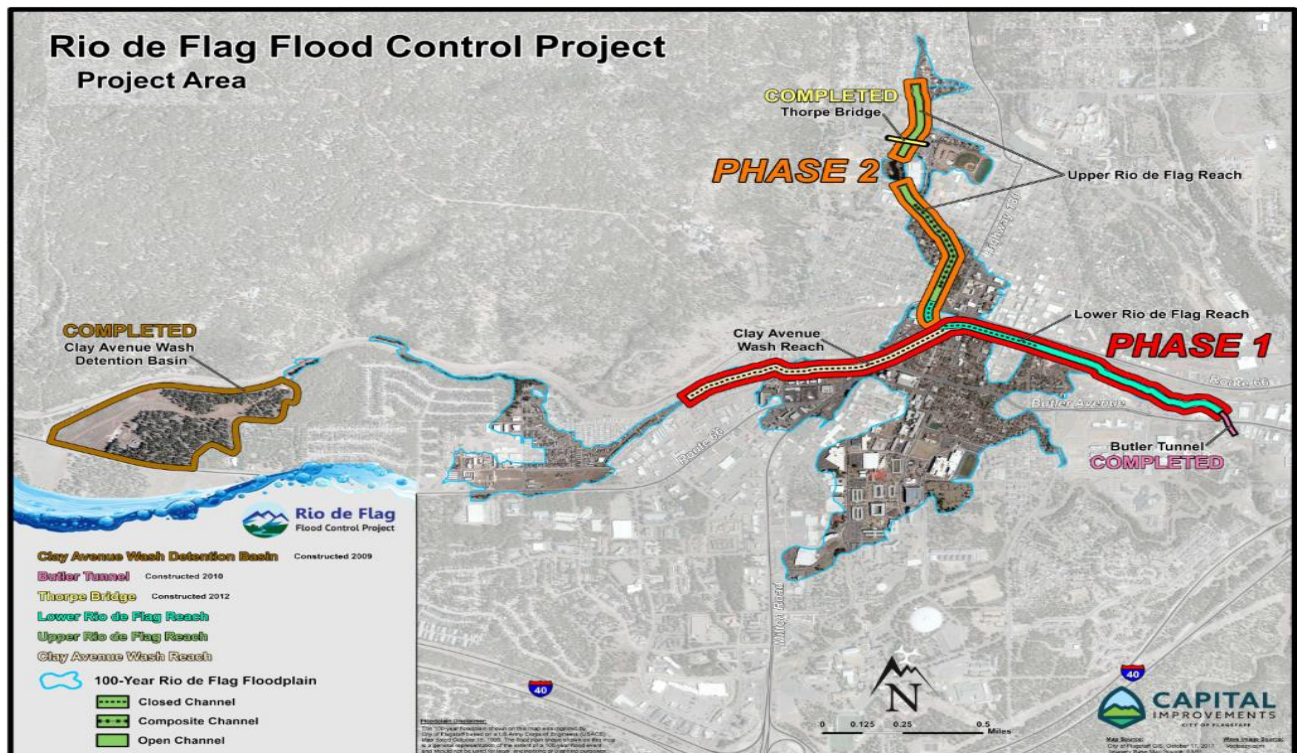
- The City's consultant (Shephard Wesnitzer, Inc.) and the US Army Corps consultant (Tetra Tech) continue to refine the project property acquisition exhibits in anticipation of property appraisals.

BNSF Railway

- On December 15, Former Mayor Evans, Councilmember Shimoni and City staff met with BNSF staff regarding mitigation measures and property needs for the project.
- On December 17, the City, the Army Corps, and BNSF met to review the property acquisition process.



Aspen Avenue in vicinity of City Hall & Library



Rio de Flag Project Location Map

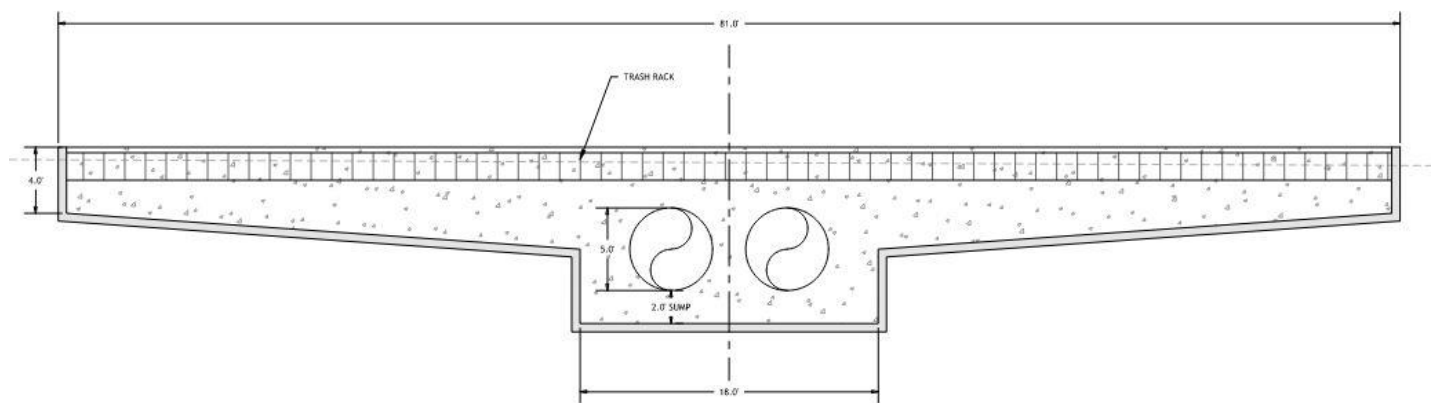
Steves Boulevard Wash at Soliere (DESIGN PHASE)

FUND: STORMWATER

Description – This is a stormwater improvements project to eliminate the low water crossing by the Steves Boulevard Wash at Soliere Avenue, and to provide a stormwater culvert conveyance from I-40 to the existing Summit Apartments' storm drain system.

Project Update:

- A 60% plan set is scheduled to be submitted to the City on 1/15 for review.
- A meeting with City Staff and Peak Engineering was held on 12/17 to discuss design options for the conveyance structures. The option for two 60" reinforced concrete pipes was selected due to a benefit in cost, constructability and conveyance capacity.



Soliere Avenue cross-section, stormwater conveyance structure selected option: Two 60" reinforced concrete pipes



Google Earth image of existing low water crossing across Soliere Ave. Current condition allows stormwater to discharge from the box culvert and across Soliere Ave. Planned improvements will convey stormwater underneath Soliere Ave.

Wildcat Hill Wastewater Treatment Plant (WHWWTP) Digester Complex (DESIGN PHASE)

FUND: WATER SERVICES-SEWER

Description – Project consists of a two-tank digester complex with a digester control building, piping to connect new/existing systems, boilers, heat exchangers, sludge recirculation system, and gas handling system. The purpose of this project is to significantly increase the Bio-solids handling capacity of the wastewater treatment plant.

Project Update:

- Capital Staff has compiled a RSOQ document for advertising that has been sent to our Purchasing Division.
- Delivery method will be a Design-Bid-Build.
- Design is targeted for 2021 and construction is anticipated for 2022-2023.



Existing Wildcat Plant, red circles represent the proposed location of the two new digesters

Route 66 ADOT Bridge Replacement Project (CONSTRUCTION PHASE)

FUND: ARIZONA DEPARTMENT OF TRANSPORTATION

Description – Project consists of removing the existing concrete bridge that crosses the Rio de Flag channel and replacing with a precast box girder bridge with precast abutments. Included with the project are roadway approach slabs on either side of the new bridge, channel improvements with bank protection and revegetation mitigation measures. The purpose is to provide a new Route 66 bridge crossing at the Rio de Flag to serve Route 66/Milton.

Project Update :

- The ADOT contractor, FNF Construction, is contracted to complete the work by October 2021.
- Traffic Control, lane closures and detours are in effect when construction is in progress.
- The contractor placed the concrete for the wingwall footing on the northeast side of the bridge, and the contractor placed concrete for the wingwall on the northwest side of the bridge.
- The contractor is working on the southside of Route 66, east and west, to begin the excavation of the wingwalls.
- ADOT continues to update City staff on construction matters and will release information to the public through media releases.
- During the week of December 7th, the contractor and ADOT implemented modifications to the traffic control plans to assist with excavation, trench protection and the delivery of materials.



Wingwall excavation at the northeast side of the new bridge



Trench shoring box preparation using a 90 ton crane