

A M E N D E D

REGULAR COUNCIL MEETING
TUESDAY
NOVEMBER 16, 2021

COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
3:00 P.M.

All City Council Meetings are live streamed on the city's website
(<https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings>)

*****PUBLIC COMMENT*****

Verbal public comments may be given through a virtual public comment platform or in-person

If you want to provide a verbal comment during the Council Meeting, use the link below to join the virtual public comment room.

VIRTUAL PUBLIC COMMENT WAITING ROOM

Written comments may be submitted to publiccomment@flagstaffaz.gov. All comments submitted via email will be considered written comments and will be documented into the record as such.

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, MISSION STATEMENT, AND LAND ACKNOWLEDGEMENT**

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

The Flagstaff City Council humbly acknowledges the ancestral homelands of this area's Indigenous nations and original stewards. These lands, still inhabited by Native descendants, border mountains sacred to Indigenous peoples. We honor them, their legacies, their traditions, and their continued contributions. We celebrate their past, present, and future generations who will forever know this place as home.

4. **~~APPROVAL OF MINUTES FROM PREVIOUS MEETINGS~~**

5. **PUBLIC PARTICIPATION**

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

6. **PROCLAMATIONS AND RECOGNITIONS**

- A. **Recognition:** Mrs. Cleo Wilson Murdoch
- B. **Proclamation:** National Apprenticeship week

7. **CITY MANAGER REPORT**

- A. **City Manager Report**
Information Only
 - i. **Consideration and Direction:** Census Draft Letter

8. **COVID-19 UPDATE**

- A. **COVID-19 Update**
This presentation is for informational purposes only.

9. **COUNCIL LIAISON REPORTS**

10. **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 of Ratifying of Contract:** Ratify the Retail Purchase Agreement with Jeff Wyler Columbus, Inc. in the amount of \$60,475 for a Chevrolet 3500 HD Silverado Truck with Dump Bed and Accessories.

STAFF RECOMMENDED ACTION:

1. Ratify the Retail Purchase Agreement with Jeff Wyler Columbus, Inc. in the amount of \$60,475 for a Chevrolet 3500 HD Silverado Truck with Dump Bed and Accessories; and
2. Direct the City Manager to execute the necessary documents.

- B. **Consideration and Approval of Contract:** The Contract for Materials with San Tan Auto Partners d/b/a San Tan Ford for four (4) 2022 Ford Police Interceptor Utility Hybrid vehicles in the amount of \$161,776.04.

STAFF RECOMMENDED ACTION:

1. Approve the Contract for Materials with San Tan Auto Partners d/b/a San Tan Ford for four (4) 2022 Ford Police Interceptor Utility Hybrid vehicles in the amount of \$161,776.04 (includes all applicable taxes and fees); and
2. Authorize the City Manager to execute the necessary documents.

- C. ~~**Consideration of Appointments:**~~ ~~On-Call Magistrates for the Flagstaff Municipal Court.~~

STAFF RECOMMENDED ACTION:

~~Approve the Judicial Appointment Advisory Panel's recommendation to appoint two On-Call Magistrates to the Flagstaff Municipal Court.~~

11. **REGULAR AGENDA**

- A. **Consideration and Adoption of Resolution No. 2021-51:** A resolution of the Flagstaff City Council, approving a Utility Agreement between the State of Arizona Department of Transportation and the City of Flagstaff, authorizing the City to transfer \$87,625 to allow the State of Arizona to adjust City of Flagstaff water valves and sewer manholes to grade during the ADOT Pavement Preservation Project along Milton Road and Interstate - 40 Business Route.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2021-51 by title only
- 2) City Clerk reads Resolution No. 2021-51 by title only (if approved above)
- 3) Adopt Resolution No. 2021-51

- B. Consideration and Adoption of Resolution No. 2021-49:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement Between Coconino County and the City of Flagstaff for the Criminal Justice Integration System

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2021-49 by title only
- 2) City Clerk reads Resolution No. 2021-49 by title only (if approved above)
- 3) Adopt Resolution No. 2021-49

- C. Consideration and Adoption of Resolution No. 2021-50:** A resolution to approve an Intergovernmental Agreement (IGA) between City of Flagstaff and Westwood Estates Fire District to provide fire and emergency medical services.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2021-50 by title only
- 2) City Clerk reads Resolution No. 2021-50 by title only (if approved above)
- 3) Adopt Resolution No. 2021-50

- D. Consideration and Adoption of Resolution No. 2021-52:** A resolution approving the Intergovernmental Agreement between Arizona Board of Regents, for and on behalf of, the University of Arizona and the City of Flagstaff for the Flagstaff Flood Mapping Program.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2021-52 by title only
- 2) City Clerk reads Resolution No. 2021-52 by title only (if approved above)
- 3) Adopt Resolution No. 2021-52

- E. Consideration and Approval of Contract:** Approval to not execute the Lease Agreement with US General Services Administration – U.S. Geological Survey Campus Build to Suit.

STAFF RECOMMENDED ACTION:

1. Approval to not execute the lease agreement for the U.S. Geological Survey campus reconstruction with US General Services Administration in the amount of \$1,894,137.78 annually and a duration of 10 years firm; option for 20 years.

12. DISCUSSION ITEMS

- A. Discussion of San Francisco Square Affordable Housing project and Parking Garage, 320 N. Humphreys Street.**

The information provided is in preparation for a future City Council consideration to approve modifications from the zoning code to support the San Francisco Square, a 146 unit, 100% affordable housing project.

- B. Regional Plan Amendment for Carbon Neutrality Discussion**

This is an informational update for discussion, in advance of the December 7th Council meeting for potential adoption.

- C. Discussion and Direction on Credentialed Wage**

13. PUBLIC PARTICIPATION

14. **INFORMATIONAL ITEMS TO/FROM MAYOR, COUNCIL, AND STAFF, AND FUTURE
AGENDA ITEM REQUESTS**

15. **ADJOURNMENT**

CERTIFICATE OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Flagstaff City Hall on _____,
at _____ a.m./p.m. in accordance with the statement filed by the City Council with the City Clerk.

Dated this _____ day of _____, 2021.

Stacy Saltzburg, MMC, City Clerk

7. A.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 11/10/2021
Meeting Date: 11/16/2021



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
 Monthly Capital Improvement Report
 Capital Project Map

City Manager's Report

November 12, 2021

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

We will start by providing some very exciting recognitions and awards, followed by a number of work anniversaries for the month of November. Also, this report will include our monthly report from City Engineering and Capital Improvements. In addition to a scattering of updates, we are calling out for discussion the Census and draft letter. Whew!

In no particular order,

2020 Leader of the Year



Recognize this smiling face? You should. It was featured in the recent GCTV, where a very important award was presented. Rebecca Sayers, our Parks, Recreation, Open Space and Events (PROSE) Director, was recognized as the 2020 Leader of the Year! Woohoo, Rebecca ... you really rock!

The City created a Mary Jo Jenkins Leader of the Year award years ago to recognize and remember the traits that Mary Jo demonstrated for many years as a City employee. These traits are foundational to strong leadership: Integrity, Honesty, Professionalism, Dedication, Accountability, Problem Solving, and Ethics.

Let's talk about how Rebecca harbors these leadership skills. First, she led the PROSE teams to provide the best level of service possible given impacts of COVID-19. Recreation facilities closed in April of 2020, but quickly moved programming online where individuals could still enjoy crafts, holiday events, and virtual concerts just to name a few. They transitioned to delivery and drive-thru meals at the Senior Center. She continued to keep in touch with furloughed employees to ensure they were okay and offer any assistance. Signage and special precautions were taken in City Parks to create a safer outdoor amenity including the acceptance of donated hand sanitizing stations from a local relator. Then upon a reduction in COVID-19 cases, Rebecca led the team in establishing return to play and reopening guidelines. In short, she successfully led one of the largest divisions in our organization through a global pandemic, never losing focus upon the continuation of services to our community.

It does not end there.

Rebecca took the lead as the facilitator for the formation of the Extended use of Right Of Way (EUROW) cross-divisional team. Also in response to COVID, this team has accomplished some notable feats during the last year and a half:

- Expedited right-of-way closures to assist businesses with the creation of outdoor spaces
- Closed one lane of Aspen Avenue and alleyways to allow for additional pedestrian and business spaces
- Created an inviting space at Heritage Square with gazebos and enhanced seating
- Assisted with the creation of parklets
- Added beautification with flower barrels and amenities such a temporary trailer restroom
- Designed and constructed the large flower boxes that serve as road barricades for street closures
- Streamlined the permit process and reduced/waived fees to enable businesses to quickly employ the use of enhanced outdoor seating

Rebecca worked hard to keep this team focused and facilitated a process where out of the box ideas were supported and vetted to the point of consensus and implementation. This team will continue to function into the future and will be preparing a charter to better define its function and role in the community.

On the topic of organizational structure, Rebecca participated in a series of meetings to discuss how Open Space could be aligned with Parks and Recreation – a move which occurred earlier this year, paving the way for the eventual formation of a new division within the City structure. Rebecca directs this new division.

Rebecca is a remarkable leader who demonstrates teamwork, dedication, responsiveness, professionalism, integrity, and problem-solving. One of the things she shared with us is that Mary Jo Jenkins was one of her first mentors and that she is forever grateful for the compassion and leadership Mary Jo shared with her. Congratulations Rebecca on being selected as the 2020 Leader of the Year!

Work Anniversaries

5 Years

- Martin Collins, Financial Systems Analyst
Hired 11/7/2016



- Chase Stoneberger, Water Services Operator
Hired 11/7/2016



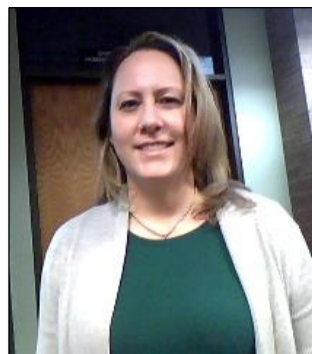
- Justin Staskey, Firefighter Paramedic
Hired 11/21/16

(oops, no photo)

- Michael Worley, Police Officer
Hired 11/21/16

(oops, no photo)

- Christina Parry, Sr Asst City Attorney I
Hired 11/21/16



- Nancy Dauwen, Police Records Technician
Hired 11/21/16

(oops, no photo)

- Katherine Williams, Firefighter Paramedic
Hired 11/21/16

(oops, no photo)

10 Years

- Jacqueline Richwine, Management Analyst
Hired 11/14/11



- Brenda Sessions, Library Specialist
Hired 11/27/11



15 Years

- Mark Cesare, IT Manager Library
Hired 11/5/06



- Kurt Novy, Industrial Pretreatment Inspector
Hired 11/19/06



25 + Years (ding, ding, ding)!

We have a few significant anniversaries and would like to offer the following photos and narratives:

Matt Faull has dedicated his time over his 28-year career at the City of Flagstaff to the Parks and Recreation Department. He has served in multiple capacities with numerous accomplishments, including running the City's Therapeutic Recreation program for many years, and working closely with Special Olympics to keep our community of all abilities engaged and active. Matt has recently been managing the Joe C. Montoya Community and Senior Center. The guests at that Center have come to rely on Matt and his team for information, support, good humor, and of course the occasional assistance with setting up an electronic device or helping them find a donated mobility device. We can't thank Matt enough for his years of dedication to the Flagstaff community and our Parks and Recreation programs!



Mr. John Marciniak began his career with the City in the water department 38 years ago in 1983. He transferred to the Police Department in 1988 to serve as an Animal Control Officer. Over the course of the ensuing years, he has retrieved a multitude of stray or escapee dogs and cats. He has even wrangled some more exotic critters, including a 13-foot Burmese Python (one big net, eh John), an 80-pound Sulcata Tortoise (which he outran, I presume), and an agitated five-foot Iguana.



"So, Iguana ... we meet again".

Some of his more enjoyable duties include chasing elk, bears, and mountain lions out of neighborhoods. John, would you like my street address? When not at work, John can be found assisting with presentations at the Humane Shelters, assisting with National Night Out, or volunteering for 4H events at the County Fair. His hobbies outside of work include fly fishing, hunting, and iguana rodeo.

He has two girls Amanda and Ashley, and a grandson Kane.



A quote from our esteemed Police Chief, "In dog years John has 266 years of service"!

Police Chief Dan Musselman is celebrating his 26 years of service this month. Woohoo Chief! Dan was hired by the Flagstaff Police Department in 1995. As a Recruit/Officer, he graduated with academic honors from the Central Arizona Law Officers Training Academy. He served four years as a patrol officer before being promoted to corporal/detective. As a detective Dan received the City Managers Excellence Award, not once but twice, for convictions in homicide cases. Dan served on the Tactical Operations Team for eight years and received the Meritorious Service and Officer of the Year awards.

Chief Dan was promoted to Lieutenant in 2007 and then to Deputy Chief in 2012. Dan served as the Interim Police Chief prior to being appointed as Chief of Police in December of 2020. That one was on my watch, Chief, and I could not be happier.

Dan is an Army Veteran and holds a Bachelor of Criminal Justice and a Master of Public Administration from Northern Arizona University. When he is not serving as Police Chief, he is likely out shredding some trail on his mountain bike, trying to keep up with his spouse, who rides electric. Just saying. Thanks for your service to our Country, Chief, and your service to the Flagstaff Community.



Pearl Goldtooth is the Library Supervisor at the Tuba City Public library. Pearl has worked for the City of Flagstaff for 29 years. When she started working for the city, the library was still located in the old hogan-shaped building at 412 Cedar Ave in Tuba City. Pearl assisted in moving the library to its current location on Main Street. She has become a staple in the community and has continued to help bring in library materials uniquely fitting for the Tuba City community and Navajo Nation.

The Tuba City Library plays a different role in that community unlike the other libraries in Coconino County. Many patrons who come to the library are looking to have Navajo and Hopi documents translated into English. Pearl has played an indelible part in providing such resources to the Tuba City community. Having a Library Supervisor like Pearl, who is fluent in all of these languages, has helped many feel that their library truly plays a critical role in the community. Thank you, Pearl for these amazing gifts. We are all honored.

Geneva Dawson began her journey 26 years ago with the city as a Purchasing employee working in the mailroom, and in the old warehouse stockroom, where she received and distributed supplies throughout the city. After going back to school to complete her Bachelor of Computer Information Systems, specializing in Database Administration and Oracle, Geneva accepted a promotion and transitioned over to Community Development. She began working at the CD front counter and was ultimately promoted to serve as the Front Counter Supervisor.



Some of Geneva's successes during her time in CD include migrating the DOS program into an Oracle Database, developing the GIS Parcel database, and developing the first Electronic Document Management System in the City.

When GIS became a part of the IT Division, Geneva was promoted to Database Analyst, where she was responsible for managing multiple databases including GIS, Oracle, SQL (Sea-Quill), and Progress.

For the last five years Geneva has been working as the Helpdesk Specialist, where, among other things, she manages the PC replacement process for the city, helping to ensure that all city end-user computers keep functioning at their highest level.

"Geneva's dedication to the City is unmatched by all but a few in Team Flagstaff. She has served multiple divisions and has demonstrated Team Flagstaff's motto to "make the City better" in every role she's been in. I want to thank Geneva for her 26 years of service!" – CJ Perry, Director of Information Technology.

Thank you for your excellent service, Geneva! Well done!

City of Flagstaff Census

Community Development staff have identified an opportunity for the City Council to comment on appeal criteria related to Census 2020 data. These appeal criteria are of great importance due to the communications and outreach problems experienced by the Census Bureau in implementing the 2020 Census during the midst of the COVID-19 pandemic. Cities with large populations of university students seem to have been significantly impacted. Staff have drafted a letter that highlights some of the initial issues found within Flagstaff's Census data, as well as the importance of being able to appeal this data under expanded appeal criteria. If approved, staff will submit the letter to the Office of Management and Budget by the November 27 deadline. Staff have also reached out to other impacted stakeholders, such as NAU, Coconino

County, the City of Tempe, the City of Tucson and the National League of Cities, to raise awareness of the issue. Problems with Flagstaff's 2020 Census data may also warrant further discussion in relation to the Council's 2022 Federal Legislative Priorities. A discussion on updating the Council's legislative priorities is scheduled to take place on December 14.



CITY OF FLAGSTAFF

FLAGSTAFF CITY COUNCIL

211 West Aspen Avenue, Flagstaff, Arizona 86001
Main Line: 928-213-2000
Website: <https://www.flagstaff.az.gov>

November 16, 2021

Sheleen Dumas
Office of the Chief Information Officer
Commerce Department
1401 Constitution Ave NW
Washington, DC 20230

RE: OMB Control Number 0607-0879

Dear Ms. Dumas,

The Flagstaff City Council respectfully requests a broadening of the criteria for coverage errors to include errors caused by the communication issues at the launch of the 2020 COVID pandemic. The 2020 Census experienced unprecedented challenges, particularly in communities of color and college communities.

The 2020 Census web portal opened for survey responses on March 13, 2020, the day that university students in Flagstaff and across the country departed for spring break. Classes did not resume in-person and because of this unfortunate timing, the Census Bureau was not able to conduct its typical operations to ensure an accurate count of on- and off-campus students. By the time the Census Bureau released modified directions for college students to fill out their Census for where they lived prior to spring break rather than April 1st, confusion and error were widespread. In addition, field operations did not restart until after the Spring semester and graduation were over.

Despite the best efforts of the Census Bureau to use administrative records in place of field operations, the error introduced by this issue is significant. In Flagstaff, the Census tract overlapping Northern Arizona University shows a vacancy rate 23% higher than the same area in 2010. This is an obvious error that needs the opportunity to be resolved. In addition, areas of Flagstaff that had a high percentage of 18–24-year-old residents in 2010 have also seen a fall in their population according to Census data.

We request that the Census Bureau allow the resubmission of administrative records for college students in and outside of group quarters as part of the coverage criteria of the Count-Question Resolution process. Failing to do so would leave university communities undercounted and would have serious economic impacts throughout the United States.

Thank you for your consideration,

Economic Vitality Division – Annual Stakeholder & Partner Meeting

This annual meeting was held at the High-Country Conference Center in October where we had 85 in-person attendance with several others tuning in virtually. During the annual event, we went over all areas of the Economic Vitality Division as well as gave out three eco-tourism awards.



A special thank you to our councilmembers and city staff who were able to join us that day: Nicole Antonopoulos, Mayor Deasy, Councilmember Aslan, and Councilmember Salas...CM Salas also gave an opening speech to the stakeholders and shared her support for tourism and economic vitality.

Below are the pictures of the **eco-tourism awards** that go to tourism stakeholders who are practicing eco-friendly, sustainable efforts daily

in their organizations.

“And this year’s winners are” (fumbles with envelope) ...

BRIX: Outstanding programming for a **restaurant/venue**

MUSEUM OF NORTHERN ARIZONA: Outstanding programming for an **attraction**

DRURY INN AND SUITES: Outstanding programming for an **accommodation**



Related, the Economic Collaborative of Northern Arizona was honored with two **Golden Prospector Awards** during the Arizona Association for Economic Development Fall Forum, which was held last week in Flagstaff. Both Mayor Deasy and I had the opportunity to attend the reception.

The Golden Prospector Awards were established more than 20 years ago to recognize excellence in economic development.

ECoNA and the City of Flagstaff were presented with one of the **Economic Development Deal of the Year** awards for recruiting UACJ Whitehall Industries, a leading supplier of precision extruded aluminum automotive components and assemblies. The result of months of work, bringing this manufacturer to northern Arizona was one of the highlights of 2021 and it felt great to close out Manufacturing Month with this special recognition. Way to represent, Jack and Gail!



Another highlight of this wonderful event was our local word poet – she did a poem on Flagstaff which is cut and pasted below. It is beautiful! Enjoy!

Lydia Gates

A decade ago...

I flew into Flagstaff at midnight, dark sky, orange streetlights.
Sight unseen I'd picked a map dot to explore the country, more like cosmos since—
I've never seen so many stars in one place, the Milky Way
stretched horizon to horizon like a rainbow of moonlight, the world
shades of gray, white... shadow allows me to pick the details out:

A rock face, a hike path, a mountain—tall and sturdy—awaits.
Bent knees to ski, shushing down the snow-scape.
If it comes late, we wait through frozen sunlight
refracting Ponderosa pine, each autumn unique but still green;
we persevere through hard times, clear a path, which way to go?
In spring, we grow.

The wind whips my face, pulls out impurities like charcoal caves.
This was once a volcano, active and angry... but it is quiet now,
peace poles and watercolor paint, stained glass refracts an image of ourselves
sharing a dialogue, our bare feet on solid ground. But, we've torn it up
for new seeds; our garden plots try to grow plants and people in equity.

Travel through town in traffic, but, reconstruction of roadways connects us,
and these highways merge lanes sideways, pull over into
mom and pop restaurants featured by dine and drive TV spots.
I eat salsa and Szechuan, burning my tongue the color
of forest fire—beat back rebirth sunrise, smothered in smoke.

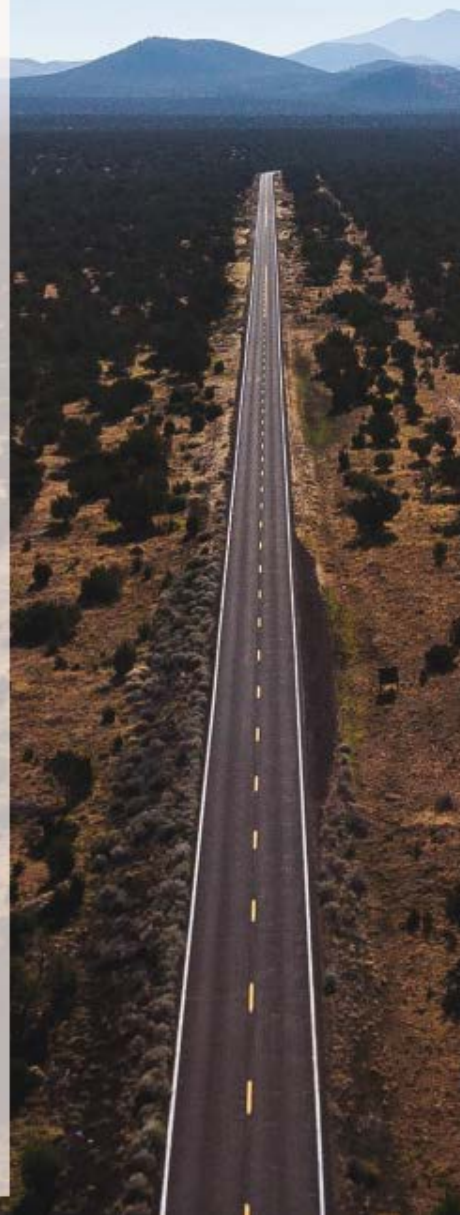
Give way
to monsoon season soaking the earth, the scent of rain,
the flood clearing a scheme to assuage the scar when our hearts break,
but rebuild again, every year a new bird song, a louder crow caw,
an undiscovered wildflower waiting to propagate.

And the bees...
are so gentle here, bonk their antennae against me looking for sugar
in the streets of a downtown lined with sweet shops, just a few blocks, but so many
places to fill your coffee cup, hear music rock,
visit artists' lofts, drink at breweries and Irish pubs,
order your Thai food level five hot when the temperature drops.

The culture is shared and refracted. Like crystal magic.
Like a fiery afternoon that turns cotton candy by sunset,
rest well in our beds, dream until
heat and pressure reform us again—
we are Flagstaff, ever-changing artifact,
revolving door of visitors who love us enough to come back.

The sky is just so big here, it smiles wide to welcome:
when I first arrived, I felt like a friend, greeted on sidewalks, offered hands to shake
and the chance to pet dogs, learned words in Spanish, Hopi, Diné,
started turning my personal connections into poetry.
I've been writing this verse about you in my heart since the first day.

So, pick out a star for me, name it something secret,
go visit it through the telescope at Lowell observatory,
and know, no matter how far you go,
we're still right here in Flagstaff,
our home.



Fire Department

- The Chief and command staff conducted promotional interviews this past week for an upcoming vacancy with retirement of Captain Jeff Bierer. Congratulations to Engineer Bobby Romero who will be promoted to Captain at the end of the month!
- Shift Briefing for all shifts this week will include the staffing opportunities available with the upcoming Alternative Response project which is budgeted for the next 3 years. We will be working together with professionals from Terros to provide care for substance use and/or mental health issues.



- And this just in ... Three fire engines, a water tender and a battalion chief responded to an automatic aid request into Summit Fire District for a multi-vehicle accident. The call was on Interstate 40 east of Flagstaff involving a passenger car and a semi-truck just after midnight lasting until sunrise. All vehicle occupants were able to exit the vehicles safely. Fuel tanks on the semi were damaged leading to a large volume of diesel fuel on the freeway requiring an extended cleanup operation in order to reopen the freeway. Crews pulled 3 lines to put the fire out and used approximately 5,000 gallons of water and foam. There were no injuries, which is amazing, and reflective of a quick and thorough response. Way to go, teams!
- East side crews participated in a 3-hour fund raiser for Special Olympics that past week at Fry's on East Route 66. Thank you for this, crews!



Human Resources & Risk Management

- Jeanie Gallagher has resigned as the Division Director to enjoy retirement in sunny Florida. Jeanie made an impact on the organization during her tenure with the City of Flagstaff with the completion of the compensation study and implementation of a new online recruitment process, employee evaluations, and training. Jeanie will remain on as a contract employee for the next six months as we recruit for a new director. We are grateful for her services, which are now being fulfilled while sporting tee shirts, shorts, and sandals.

- Brandi Suda is serving as the Interim Division Director during the recruitment process. Brandi has been with the organization for 14 years and works in Management Services as the Finance Director. Brandi oversees the City's payroll function and works closely with human resources staff in carrying out those duties.

We thought she would be the perfect interim given her leadership and the many projects payroll and human resources are working on together. Brandi is performing these new services admirably, and we are grateful. No sandals.



- Human Resources and Risk Management are partnering with the City Attorney's office to review the new OSHA temporary standards relating to COVID and determine next steps.
- Dean Coughenour had been rolling out the final chapter of Saving Our Assets to encourage employees to be the risk manager and stop work if it is unsafe. Now that we have given him a fair send-off, he is on his way to Maui, where he will indeed be wearing sandals.

Police Department

- Officer Rogers purchased \$130 worth of candy from the local CVS store with his own money, Officer Rogers and Officer Hyde then attended the Trunk or Treating event at the Museum Club and handed out candy to over 100 attendees (mostly children). Great interaction with our younger citizens. Way to represent, Officers! You made some kids very happy.



PROSE

- Staff have been busy performing preparations on all the baseball and softball fields with cutting the lips that build-up at the outfield border, working the batters' boxes and pitching mounds as well as other maintenance needs before the re-opening each spring. The pre-maintenance has proven to be an excellent accelerator to the upcoming season each year.
- Staff at the Aquaplex and Jay Lively each hosted some spooky events in observance of Halloween! The Halloween bash at the Hal Jensen Community Center was a huge success with close to 150 in attendance. The event included a cake/prize walk, slime making, a fall craft, Halloween themed scratch art, and guests received a goodie bag full of treats. In addition, the Joe C. Montoya Center put on activities for the drive-through lunch program that had nearly 55 participants. Thank you all!



- Illegal camping has resulted in considerable trash accumulation below the FUTS trail between the Sego Lily trail and the San Francisco de Asis Roman Catholic Church. In partnership with Working Alternatives Inc., volunteers conducted a trash clean-up of McMillan Mesa Natural Area on Friday, November 5.
- The downtown spruce trees were delivered to Heritage Square and the southside barrels were planted by Parks staff. Thank you to the team!
- New composting bins were placed at the Hal Jensen Recreation Center this week. Guests have already inquired about composting and are looking forward to it. Thanks to our partners in Sustainability for setting this up!

Public Works

- Sam Beckett will be joining Team Flagstaff as the new Streets Director on November 15th. Sam's experience in Public Works and Emergency Management are going to be instrumental and valued quickly as he will hit the ground running. In addition to his professional experiences, he has been involved extensively in the Museum Fire and Flooding responses and will be a strong asset and all around excellent person to work with. Congratulations Sam!
- Alley maintenance is continuing downtown and going well, North downtown has been completed and we are now moving the crew into the Southside alley infrastructure for the next couple of weeks
- Procurement staff is working to finalize our LED dark skies lighting solicitation. In the meantime, our traffic signal technician was able to repair 20 streetlights with limited bulb supply.
- The Airport parking lot installation is progressing with landscaping and conduit placement between the lot and the terminal. Light fixtures have experienced a shipping delay. (picture right)
- Fleet Services often is requested to fabricate and weld equipment for a variety of City Services. Juston Watson along with Streets Manager Richard Hearne repaired a damaged safety railings in front of the Flagstaff Visitors Center. Great Job guys!



That is all for now Council. Appended hereto is the monthly report from Capital Improvements. Enjoy!



ENGINEERING DIVISION
Capital Improvements Section

Monthly Capital Projects Report
November 2021

Honorable Mayor & Council,

Our reporting continues to include only projects that have experienced substantial progress.

The attached map is a comprehensive view of all active projects in our community, either in planning, design, or construction.

Active Transportation Master Plan

On September 13, 2021, the City released the draft Active Transportation Master Plan (ATMP) for a 60-day public comment period. The ATMP will serve as a guide to enhancing walking and biking in Flagstaff. The draft document includes detailed information regarding pedestrian and bicycle accommodation and establishes a series of goals, policies, and strategies to support walking and biking.

- A community survey is available online through the Flagstaff Community Forum until November 19, 2021 to gather public comment. [Follow this link](#) to access the survey.
- A series of five community open houses are planned during the 60-day public review period to inform the public, discuss the contents of the plan and provide opportunity for community questions and feedback. Two open houses have been conducted via Zoom to date:
Wednesday, September 29, 2021 | 6:00 - 7:00 p.m.
Thursday, October 7, 2021 | 6:30 - 7:30 p.m.
Recordings of the first two community open houses have been posted on the [FUTS Facebook](#) page. Three more open houses are upcoming, including one in-person meeting and two virtual:
Saturday, October 16, 2021 | 10:00 a.m. - 12:00 noon @ Bushmaster Park
Tuesday, October 19, 2021 | 12:00 noon - 1:00 p.m. [online via Zoom](#)
Wednesday, October 27, 2021 | 5:30 - 6:30 p.m. [online via Zoom](#)
- Rick Barrett and Martin Ince of the Engineering Division were [interviewed by Peter Bruce on KAFF radio](#) on Tuesday, October 5, 2021.
- Staff continues to refine the 20-year program of pedestrian and bicycle projects that will be funded with the pedestrian/bicycle portion of the transportation sales tax and Mountain Line's first/last mile grant. An interactive map of planned sidewalks, bikeway, FUTS trails, enhanced crossings, and grade-separated crossings is available at [this link](#).
- The ATMP will be accompanied by a minor amendment to the Regional Plan to incorporate infrastructure maps from the ATMP and some of its general language. A draft of the minor Regional Plan amendment [can be viewed here](#).
- The 60-day public review period ends on November 19, 2021. At that time staff will compile public comment and make any changes to the plan as necessary. The final process for review and approval is scheduled for late-2021/early-2022. Final Council approval is anticipated in March of 2022.
- The [draft ATMP can be downloaded here](#). For more information, [go to the ATMP webpage](#).

City of Flagstaff



DRAFT **Active Transportation** **Master Plan**

Woody Way

A citizen petition was submitted to Council for discussion on September 23, 2021 to make Woody Way a one-way street westbound, while still allowing for emergency vehicular access. Staff gave a presentation to Council explaining background of the Woody Way Gate and touched on some of the data that has been, and will be, collected. Since this issue has already been in the hands of the Transportation Commission, Council decided to not allow the FAIR item to move forward and to let the Commission make a recommendation to Council on a decision for the connector roadway.

Project Update:

- The item was discussed at the Transportation Commission meeting on October 6, 2021. Staff recommended three options, while also mentioning a few other options that citizens have brought up. The three recommended options include:
 1. Leave Woody Way open
 2. Close Woody Way
 3. Make Woody Way a one-way roadway (EB or WB)
- A few other options that citizens have brought up include:
 1. Prohibit parking on both sides of Woody Way
 2. Prohibiting parking on Highland Mesa and Ax Handle
 3. Install traffic calming
 4. Making Ax Handle/University a one-way loop using diverters
- There were 19 public comments on this topic. Transportation Commission unanimously recommended that Council keep Woody Way open to two-way traffic movement and to all modes of travel but asked that Staff come up with mitigation options for some of the concerns voiced by the Boulder Pointe neighborhood.
- City Transportation met with Public Works on October 21, 2021 to discuss other traffic calming mitigations that may work for this area. Some options that were discussed include speed tables, boulders in parkway or behind parkway, stop bars & double yellow markings, raised crosswalks at intersections, and removing parking on Woody Way. City Transportation will begin working on drawings to include some of these options to bring to Council for the scheduled December 14th meeting. Invites to the Council meeting will be sent to both neighborhood HOA's.



Woody Way, looking west from Boulder Pointe to Presidio

Woodland Drive Speed Concern

Citizens have concerns with speeding and parking. Concept drawings for traffic calming were put together and presented at Transportation Commission in December of 2020. Temporary traffic calming measures including candlestick traffic circles at Maricopa and Trail of the Woods and a radar feedback sign on the east end have been installed. New data was collected and determined the temporary traffic calming measure has worked as the 85th percentile speed has decreased by 4 mph.

- The new information was presented to the Transportation Commission during the October 6th meeting and three options were given.
 - Keep the design as it is in the field (two traffic circles with a radar feedback sign) and move forward with finding funding for making the features permanent.
 - Make little tweaks to the temporary setup. An example is adding bump outs to the eastern calming feature in the eastbound direction. This would not need to be studied again before we move forward with finding funding for making the features permanent, but we would like to make the tweaks before the first snow to test plowing operations this winter.
 - Try a whole new option. Examples include the center island medians, choker, etc. The new setup would need to be implemented before the first snow and then traffic counts would need to be taken again in the Spring.
- Transportation Commission decided to have Staff make some tweaks to the design of the traffic circle at Woodland Dr. and Maricopa after hearing from the neighborhood. The next steps are finding funding and then getting a designer and contractor on board.

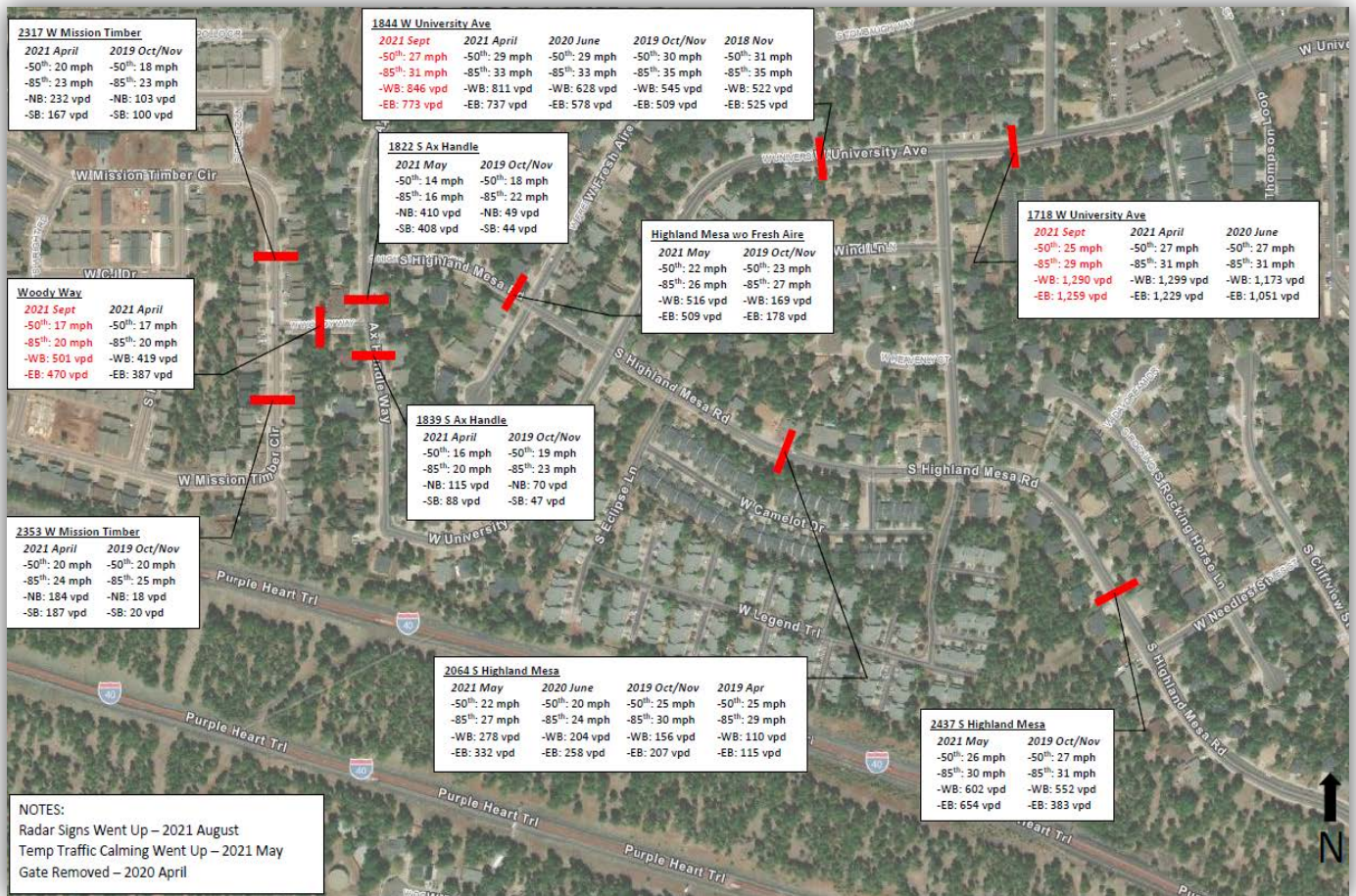


Boulder Pointe – University Avenue Traffic Calming

Through the removal of the Woody Way gate that once separated the neighborhoods of Presidio and Boulder Pointe, Staff discovered that speeds on University are high enough to warrant traffic calming measures. We have presented to Transportation Commission concepts for traffic calming and invited the public and HOA's for input. The outcome was to install temporary center island medians and a bump out using candlesticks, along with a radar feedback sign at each end of the straightaway on University. Public Works installed the temp traffic control along University in June 2021. Traffic counts have been collected to see if the temp traffic calming measure have worked and the 85th percentile speed has decreased by 2 mph in both locations on University.

- The new information was presented to the Transportation Commission during the October 6th meeting and three options were suggested:
 - Keep the design as it is in the field (2 center island medians and a bump out with radar feedback signs) and move forward with finding funding for making the features permanent
 - Make little tweaks to the temporary setup. Examples include adding bump outs to the western calming feature, adding bike ramps, etc. This would not need to be studied again before we move forward with finding funding for making the features permanent, but we would like to make the tweaks before the first snow to test plowing operations this winter.
 - Try a whole new option. Examples include traffic circles, chokers, etc. The new setup would need to be implemented before the first snow and then traffic counts would need to be taken again in the Spring.
- There were five public participants that spoke to this topic. Transportation Commission asked Staff to make tweaks to the design to allow for bicycles to maneuver through the eastern calming feature, without putting them on the sidewalk for the proposed 150-ft. An idea was to acquire some ROW from the church property to the south of Tombaugh and extend the intersection south. Staff will come back to TC in December to talk about property research, layout ideas, and proposed cost.
- City Transportation met with Public Works on October 21, 2021 to discuss other traffic calming mitigations that may work for this area. Some options that were discussed include striping a 2nd white parking lane line with the correct parking dimension or using water barriers as bump outs near the existing Tombaugh calming feature.





Protected Bike Lane Pilot Projects (Butler Avenue & Beaver Street) (DESIGN & CONSTRUCTION PHASE)

FUND: TRANSPORTATION TAX (BICYCLE AND PEDESTRIAN PROJECTS)

Description – At Council’s July 6, 2021 meeting, staff was directed to pursue two pilot projects intended to enhance the safety and overall experience of the community’s cyclists in our downtown area. Depicted in the map below, Council directed staff to move forward with the concrete & candlestick treatment (see image below) on both pilot projects with a target completion by December 30, 2021. The Butler Ave pilot project’s scope consists of the approved treatment and some additional striping between Milton Rd. and Sawmill Rd., approximately 0.9 miles. The Beaver St. pilot project’s scope consists of the approved treatment, some lane obliteration and restriping, where applicable between Forest Ave. and Butler Ave., approximately 1.2 miles.

Project Update:

- Traffic tube counts were taken week of October 4th on Butler and camera was placed on Butler October 6th to capture bike counts, then October 7th on Beaver
- EMC and its subcontractor completed the obliteration for Phase II – Beaver Street on October 14th and Phase I - Butler Avenue on October 18th.
- New pavement markings; Phase II was completed the on October 15th, and Phase I was completed on October 22nd.
- Curb barriers have been ordered and delivery of all the curbs and delineators is expected the week of November 8th.
- The contractor will begin installing the new curb and delineators for Phase II on November 8th to the 19th, and for Phase I on November 22nd to December 3rd.
- Both Phases are expected to be complete by the end of December 2021 depending on availability of materials and subcontractors as well as favorable weather conditions.



Beaver Ave., looking south, just south of Forest Ave.

Museum Fire Flood Mitigation/Division D (DESIGN & CONSTRUCTION PHASE)

FUND: STORMWATER

Description: The Engineering Division is providing support to Water Services' Stormwater Section and to Coconino County's Flood Control District for emergency operations and flooding associated with the 2021 Monsoon Season.

Project Update:

- Emergency Channel Widening Project at end of Paradise Road.
 - Construction began on September 13th and should be completed by mid-October.
- Providing Project Management services for the Spruce Wash Improvements (Cedar – Dortha).
- Assisting with property acquisition for Spruce Wash Channel Maintenance.
- Providing Stormwater Section support including overflow flood mitigation, debris/sediment clean-up and development of a flood gate detail for use on properties that have perimeter sandbags to allow driveway access when flooding is not occurring.
- Working to identify property acquisition needs along E. Appalachian Drive, E. Skyline Drive, E. Hemberg Drive, E. Matterhorn Drive and N. St. Moritz Way.



Pre-Construction Image of Channel Widening Project at North End of Paradise Road.



Image Taken on 6 October During Walkthrough Meeting of Channel Widening Project.

La Plaza Vieja Traffic Calming (CONSTRUCTION PHASE)

FUND: TRANSPORTATION TAX (SAFETY) & HOUSING [CDBG] ALLOCATION

Description – The project is assisting the neighborhood by improving pedestrian safety of crosswalks, sidewalks, bike lanes and storm drainage at the Kingman Street and Florence Street/Malpais Lane intersections along Clay Avenue.

Contractor – Kinney Construction Services

Project Update:

- The Notice to Proceed was issued for October 6, 2021. The contract duration will be 60 days. Completion of the project is expected for December 5, 2021.
- The week of October 18th, 2021, removal of existing infrastructure began as well as prep work to install the new storm drain.
- The week of October 25, 2021, the installation of the new storm drain has begun with completion expected by November 5, 2021 for the south side of Clay Avenue.
- Concrete infrastructure is expected to start the week of November 8, 2021 for the southside of the Clay Avenue.
- A one-way traffic control plan has been setup to help the construction work. The one-way traffic control plan allows pick up and drop off for the Haven Montessori School.
- Provisions for Rehabilitation & Construction Community Development Block Grant (CDBG) Projects will be used to administer the project. CDBG funding conditions require full expenditures by April 2022.
- Traffic Control Plans will be implemented and will require detours and lane restrictions. The traveling public is encouraged to seek an alternate route.



Plan of Proposed Improvements

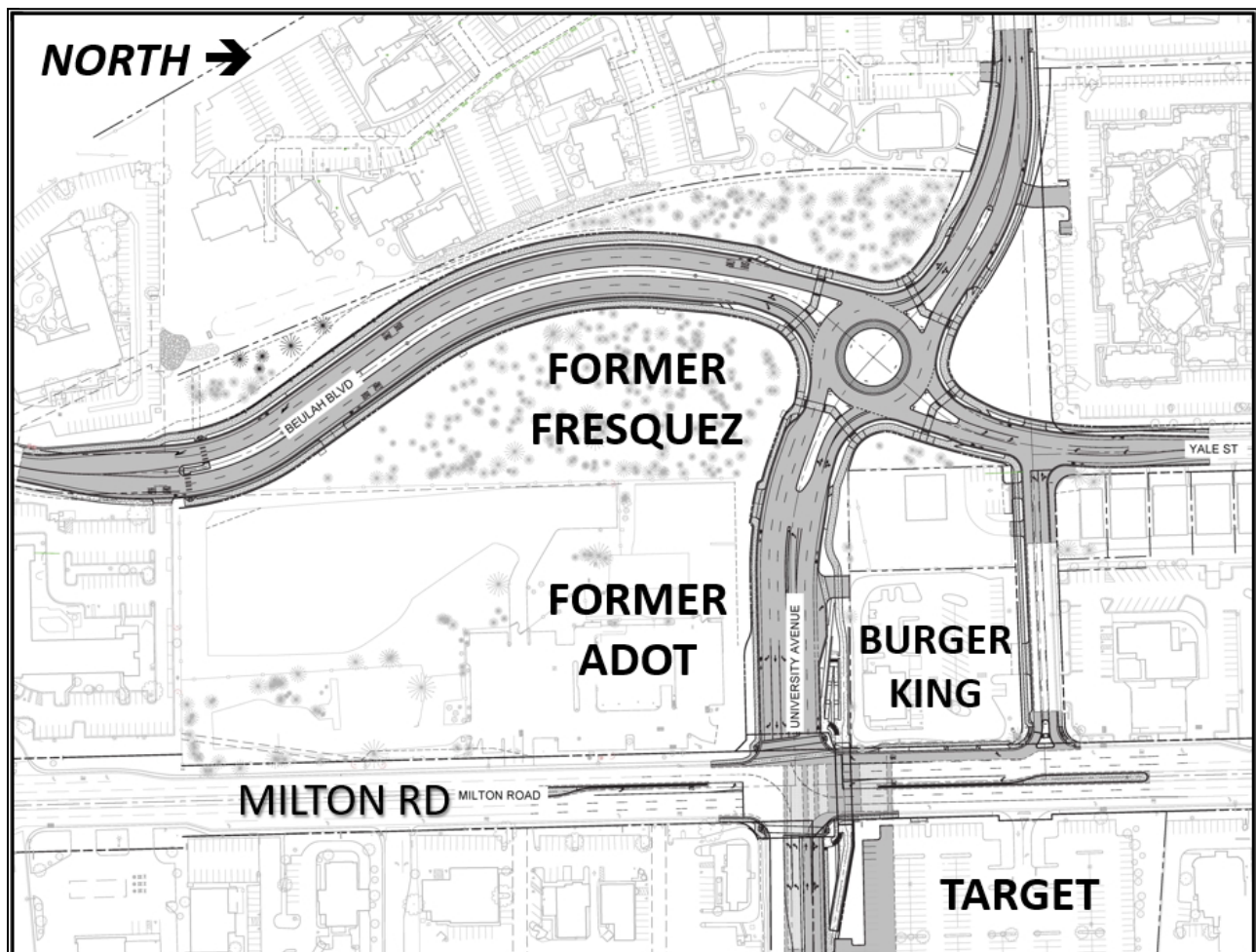
Beulah Boulevard Extension/University Drive Realignment (DESIGN PHASE)

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:

- Shephard-Wesnitzer, Inc. (SWI) is the design engineer.
- Eagle Mountain Construction (EMC) is the CMAR contractor for design phase services.
- City Staff presented the Bike and Pedestrian Redesign work at the October 5th City Council Meeting.
- The Design Team now working on moving design plans toward 90% level, which is the next review stage with project stakeholders.



Extent map of new Beulah and University Roadway Project – taken from 60% plans.

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 present on 16 November to request the current Build-to-Suit lease not be executed.
- Construction costs have increased 70% in the past five years making the project, as originally scoped, unfeasible under the current Council-approved lease agreement.
- City Staff met with GSA Staff in mid-September to review the cost estimates and discussed potential options.
- City Staff is finalizing a memo to update the team and City leadership on where the project stands and options moving forward.



*USGS Flagstaff Science Center Campus.
Buildings to be constructed are shown in orange.
Buildings 3 and 4 (shown with red X) will be demolished.*

Coconino Estates Improvements Phase II (CONSTRUCTION PHASE)

FUND: ROAD REPAIR & STREET SAFETY & AGING WATER AND SEWER INFRASTRUCTURE 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

Contractor - Standard Construction Company

Project Update:

Crescent Drive (Construction Zone #1)

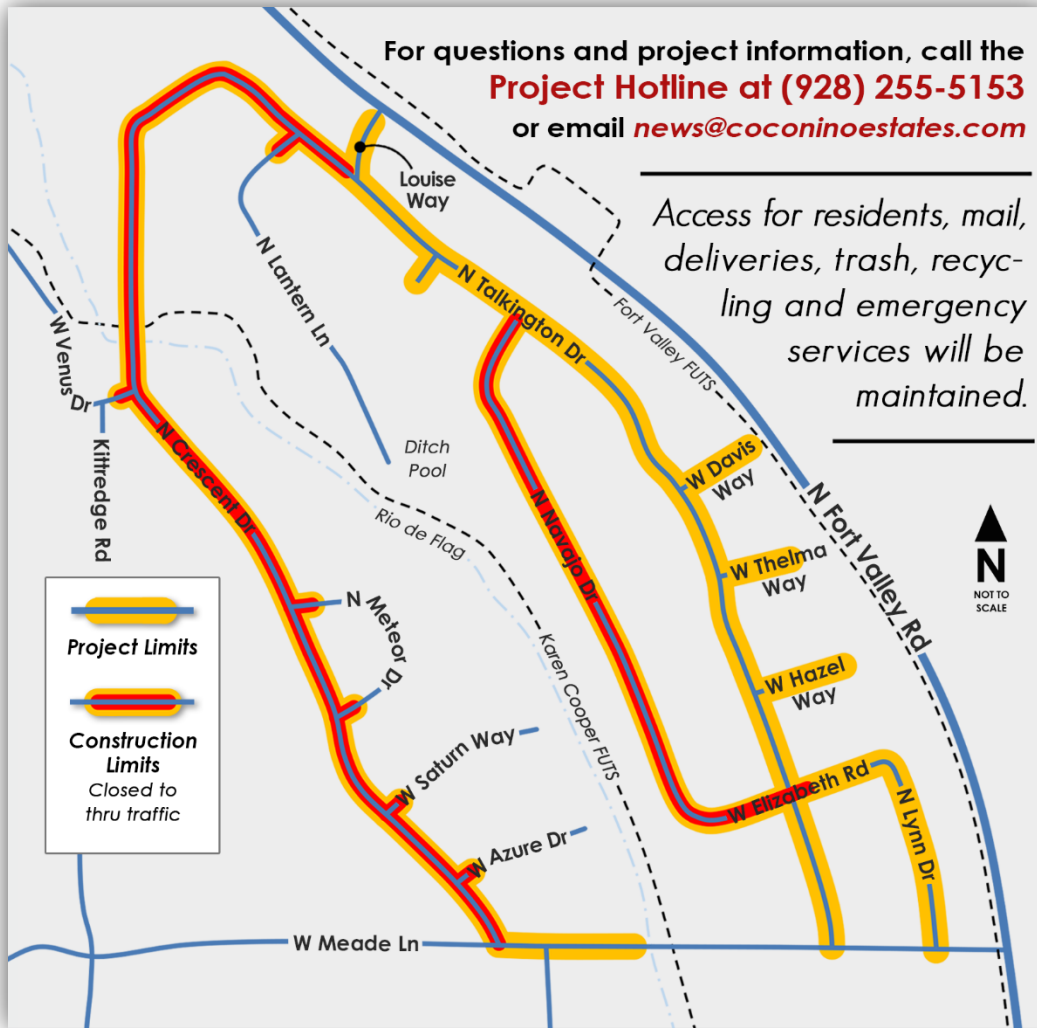
- Sewer installations on Crescent were completed the week of 10/11/2021.
- Miscellaneous construction activities and cleanup will continue on Crescent.
- Temporary asphalt patching of the trenches in the roadway will begin the week of 11/8/2021
- Water installations are anticipated to begin mid-November.
- Crescent will be closed to through traffic from Meade to the Talkington/Louise intersection, with detours posted around the closure for non-residential traffic.

Navajo Drive (Construction Zone #1)

- Sewer installations were completed the week of 11/1/2021.
- Temporary asphalt patching of the trenches in the roadway will begin the week of 11/8/2021.
- Water installations are anticipated to begin at the end of November.
- Navajo will be closed to through traffic from the Elizabeth/Talkington intersection to Talkington.



Navajo Dr. and Elizabeth Rd. corner, looking south at sewer installations on Navajo.



Coconino Estates Improvements Phase II Project Map

West Flag Improvements - David & Hutcheson (CONSTRUCTION PHASE)

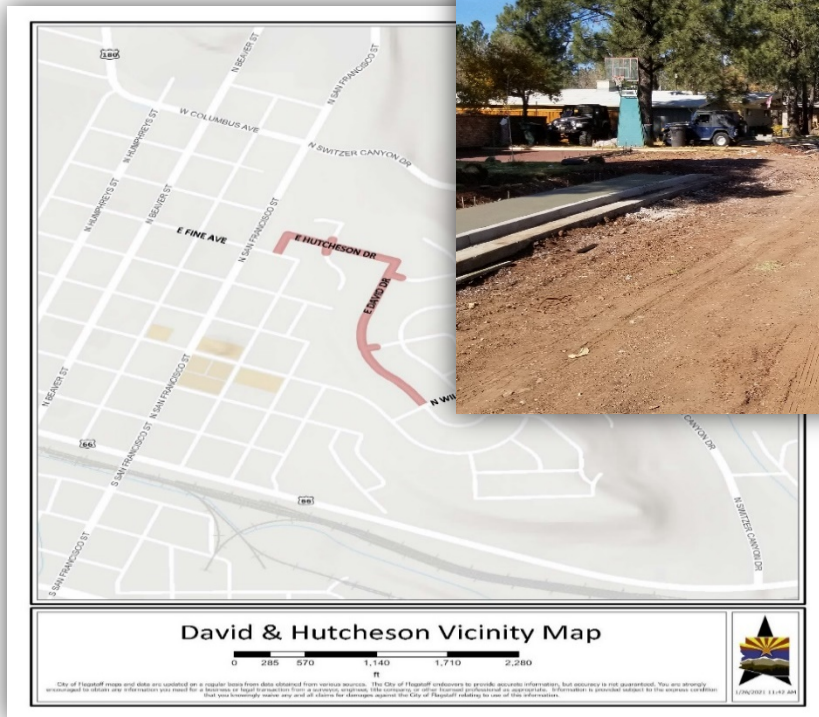
FUND: ROAD REPAIR & STREET SAFETY

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 of 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 (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). For additional information visit the Project website at www.Flagstaff.az.gov/westflagimprovements.

Contractor - Mountain High Excavating

Project Update:

- Water main, water and sewer service installations and testing are complete on David, connections remain.
- Storm drain improvements on David were completed the week of 10/25/2021.
- Roadway subgrade and subbase preparation will continue in anticipating roadway paving operations.
- Concrete curb, driveway, and sidewalk installations continue on David working north from William.
- Water and Sewer main installations on Hutcheson are complete, testing and water connections remain.
- Water and sewer services installations were completed the week of 10/25/2021 on Hutcheson.
- Gas service installations will continue by UES on Hutcheson.
- David and Hutcheson will be closed to thru traffic from William to Fine, with detours posted around the closure.



*David Dr., looking north at
concrete installations.*

West Flag Improvements - Canyon Terrace (CONSTRUCTION PHASE)

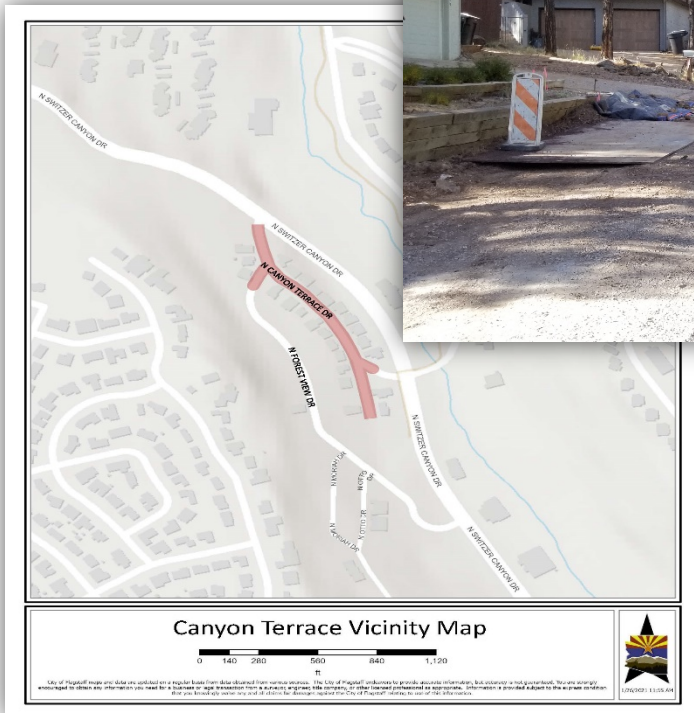
FUND: ROAD REPAIR & STREET SAFETY

Description - This is a utility and roadway improvements project located Canyon Terrace Drive as seen in the map below. The Project originally included David Drive and Hutcheson Drive and was bid as one project in the spring of 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. For additional information visit the Project website at www.Flagstaff.az.gov/westflagimprovements.

Contractor - Mountain High Excavating

Project Update:

- Sewer and water main installations and testing are complete, connections remain.
- Water service installations were completed the week of 10/18/2021, private side connections remain.
- Sewer service installations were completed the week of 11/1/2021.
- Concrete driveway, curb, and valley gutter replacements will continue.
- Roadway subgrade and subbase preparation will begin in anticipating roadway paving operations.
- Work zones will vary during the service installation work.



*Canyon Terrace Dr,
looking north at service
installations.*

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 streetlighting 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.

Contractor - Eagle Mountain Construction

Project Update:

A new way of communicating project information with a new project sign and banner prototype that include a QR code for the public to scan and view more information on the Project website.

Navajo Road (Construction Zone #1)

- Utility, roadway, and landscape restorations are complete.
- Final sign installations are complete.
- Navajo is open to all traffic.

Navajo Drive south of Beal (Construction Zone #2)

- Majority of improvements are complete.
- Various Punchlist Items remain.
- Navajo from Hopi to Whipple is closed to thru traffic, with detours posted around the closure.

Beal Road (Construction Zone #3)

- Utility and pavement improvements are complete from the Rio de Flag to Fort Valley.
- Concrete curb, driveway, and sidewalk improvements were completed from Navajo to Fort Valley the week of 10/4/2021.
- 10/19/2021 a preliminary punch list walkthrough was held for Beal from the Rio de Flag to Fort Valley.
- Landscape restorations were completed the week of 10/25/2021 from the Rio de Flag to Fort Valley, except for 510 Beal which will be completed when the ordered trees arrive.
- Various Punchlist Items remain on Beal from the Rio de Flag to Fort Valley.
- Construction activities on Beal, west of the Rio de Flag, will pause for the winter and will shift focus onto Navajo Drive north of Beal.
- Beal is closed to thru traffic from Aztec to Fort Valley, with detours posted around the closure.

Navajo Drive north of Beal (Construction Zone #3)

- Water main and services were installed from Beal to Whipple, testing and connections will occur at a later date.
- Sewer main and service installations will continue.
- Navajo from Hopi to Whipple is closed to thru traffic, with detours posted around the closure.

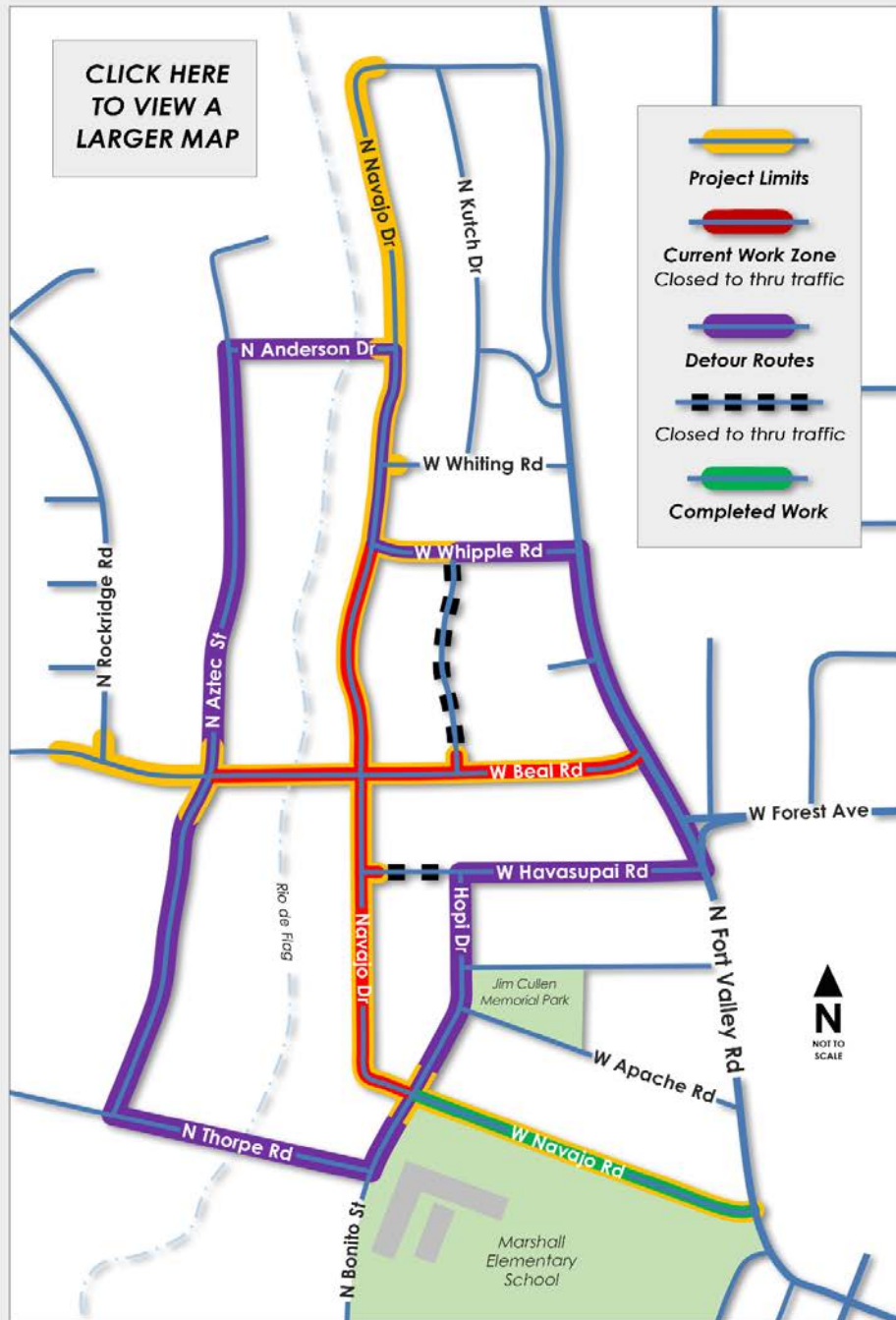


Navajo Rd. north of Beal Rd., looking north at water installations.



Navajo Rd. north of Beal Rd., looking north at sewer installations.

CLICK HERE
TO VIEW A
LARGER MAP



For general questions
and project
information, call the
Project Hotline at
(928) 255-5153
or email

news@coconinoestates.com



Residential access for mail, deliveries, trash,
recycling, and emergency services will be
maintained. No Mountain Line bus routes
are affected during this time.

Current road closures and detours.

Flagstaff Downtown Mile Project (PLANNING AND DESIGN PHASE)

FUND: TRANSPORTATION, STORMWATER, AGING INFRASTRUCTURE, BNSF RAILWAY, METROPLAN, GRANTS

Description - The Downtown Mile Project consists of a group of City and local agency projects located in Downtown Flagstaff and surrounding the BNSF Railway corridor. They include:

- The Rio de Flag Flood Control Project
- The Rio de Flag Pedestrian Tunnel
- The Lone Tree Overpass
- The Florence to Walnut Pedestrian Underpass
- The Mountain Line Downtown Connection Center (DCC)
- The Milton Bridge Reconstruction



The city has partnered with ADOT, BNSF Railway, Mountain Line, Amtrak, and the Army Corps of Engineers for the overall Downtown Mile Project in order to coordinate existing funding, plan construction efficiencies surrounding the BNSF corridor, investigate multimodal connectivity, and to seek grant funding for unfunded

BNSF mitigation measures to deliver these projects for the Flagstaff community. The City applied for a USDOT RAISE Planning Grant in July 2021 to fund these planning activities and the award notice is anticipated for November 2021. We are seeking \$1,980,000 in RAISE federal dollars and our matching funds will be \$1,080,000 from the City and MetroPlan, and \$100,000 from BNSF for a total budget of \$3,160,000 which will supplement existing local project funding.

The current updates for the projects included in the Downtown Mile are as follows:

Rio de Flag Flood Control Project (Design Phase)

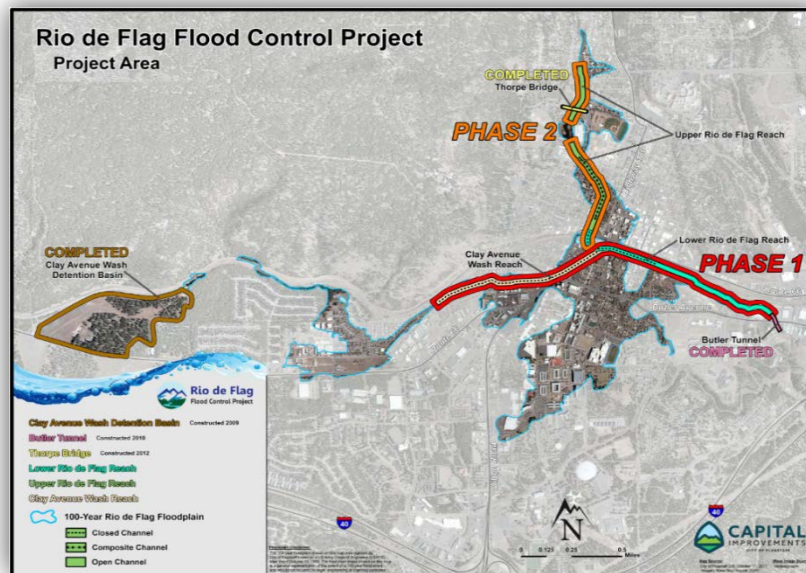
FUND: STORMWATER & AGING INFRASTRUCTURE

Description - Design consists of channel improvements along both the Rio de Flag and Clay Avenue Wash channels through central Flagstaff and includes a combination of underground concrete box culverts, open channel, and composite channel. The composite channel section has both an underground culvert to carry large volumes of water and a smaller open channel on top, which will provide an aesthetic element of flowing surface water during rainfall events. Total project length is approximately 15,000 feet.

The purpose of the Rio de Flag Flood Control Project is to remove the hazards associated with the hundred-year storm event, which include property damage, life safety concerns, and community economic impacts. From research conducted by the Army Corps, it was determined that a significant flood would damage approximately 1,500 structures valued at over \$916M and cause \$93M in economic damages, for a total impact of over \$1 Billion dollars.

Project Update:

- Work continued this month on refinement of the design plans and development of the real estate documents.
- Rio de Flag and Mountain Line DCC coordination meetings were held on September 8 and 15. Discussion items included ParkFlag lot parking and site plan coordination with the Rio de Flag design plans.
- On October 5, the City and Army Corps Rio de Flag team held an all-day meeting to review the status, schedule, and action items for the real estate acquisition.
- On October 6, an executive meeting was held between the City, Army Corps, BNSF, and Senator Kelly's office to discuss the project status and expediting the Construction and Maintenance Agreement between the City and BNSF for the Lower Reach portion of the project. Action items included reporting out on the RAISE grant award in November and the Milton Bridge concept design review meeting, which will be held October 13. The group set a tentative date for our next meeting in December 2021.
- On October 20, Community Development staff presented the mitigation of the historic Mineral Belt Trestle that is located on the Phoenix Avenue lot. The trestle will be removed by the RDF construction and an interpretive display will be installed on site. Reuse of the materials is not recommended due to the condition of the trestle and contamination from hazardous materials.
- On October 27, the City's consultant submitted the Phase I real estate segment maps to the Army Corps, and they are working on the revised legal descriptions for an early December submittal.



Rio de Flag Pedestrian Tunnel (Design Phase)

FUND: STORMWATER & AGING INFRASTRUCTURE

Description - The Rio de Flag Pedestrian Tunnel will be constructed along with the flood control channel improvements under the BNSF corridor. The undercrossing will also be constructed under the ADOT Route 66 corridor. This will be a FUTS facility which will link north downtown and City Hall with the Southside neighborhood and the future Mountain Line DCC. Project progress will be reported in the Rio de Flag Flood Control Project item above.

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. The project will also include improvements from Butler south to Sawmill Road, which will be funded by Proposition 419. The project will be delivered via the Design-Build process and the team includes Ames as the contractor and WSP as the prime design consultant.

Project Update:

- Property acquisition is proceeding with appraisals, relocations, and offers to property owners. On October 5, Council approved relocation activities for property acquisition.
- On October 5, the project Draft Design Report was submitted to City staff for review and comment.
- On October 19, City staff and WSP presented a project update to City Council that included a project overview, typical street sections, draft intersections, and aesthetics. The design team will be revising the intersection alternatives to maximize bicycle and pedestrian accessibility and safety and reduction of vehicular lanes. The team will present these revised options at a future Council meeting in December or January.
- On October 25, the team met with Beautification staff and the designer to discuss development of the bridge aesthetics, development of a community focus group for the design, and integrating an artistic consultant.



Florence to Walnut Pedestrian Tunnel (Design Phase)

FUND: TRANSPORTATION

Description - Design consists of a FUTS undercrossing of the BNSF corridor that will link Walnut Street and Florence Street in the La Plaza Vieja neighborhood. This project is in the approved La Plaza Vieja Neighborhood Specific Plan and is designed and funded. Upon investigation of the final rail relocation, the design will most likely need to be modified.

Milton Bridge Reconstruction (Planning Phase)

FUND: STORMWATER, AGING INFRASTRUCTURE, AND TRANSPORTATION

Description - The City is currently investigating reconstruction of the existing Milton Bridge structure to accommodate a third mainline track for BNSF and to provide a standard bridge clearance. The current clearance is 13'9" and the standard height is 16'6". The realignment and reconstruction will allow the City to construct the structures for both the Florence to Walnut pedestrian undercrossing and the Rio de Flag flood way and pedestrian tunnel while minimizing operational impacts and construction risk to the BNSF mainline. A minimum of two active tracks are required to be maintained for BNSF operations.

Project Update:

- On October 13, the City, BNSF, ADOT, Army Corps, Amtrak, and Mountain Line met to discuss the bridge realignment alternatives. Three alternatives were presented. One was discarded due to cost and restrictions it would place on the Milton Corridor width and the future pedestrian tunnels.
- Two alternatives will be further investigated in Phase II of the study, which will provide refined design to 30%, cost estimating, construction phasing, and utility relocation.

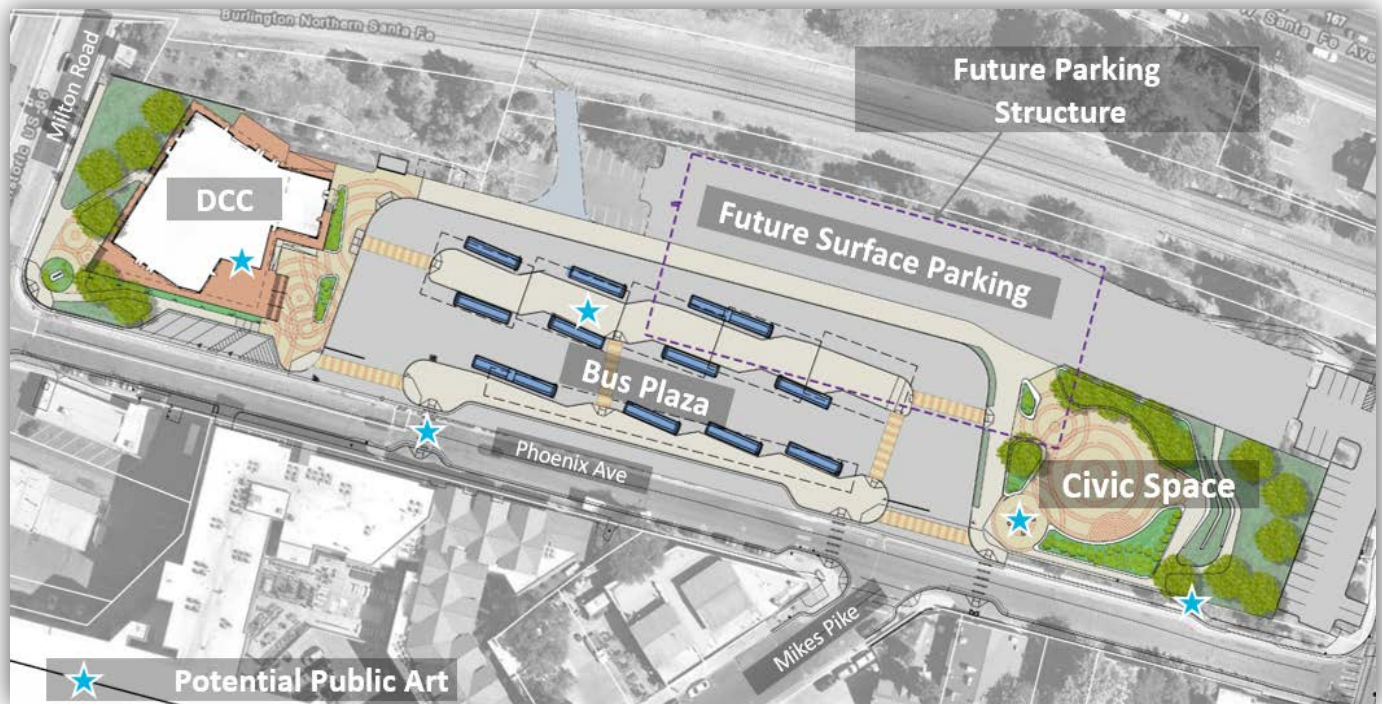
Mountain Line Downtown Connection Center (Design Phase)

FUND: GRANT

Description - The Downtown Connection Center is included in the Downtown Mile project report due to the City's partnership with Mountain Line for developing the site and the opportunity to plan the facility with multimodal connections with the rest of the Downtown Mile projects. There are also current discussions for future co-location of the Amtrak Station.

Project Update:

- Mountain Line and Amtrak attended the October 13 meeting to review the findings of the Milton Bridge Phase I study.
- The City is facilitating coordination of the DCC site improvements with the future Rio de Flag construction.



Old Municipal Court Demolition and Temporary Parking Lot (Construction Phase)

FUND: COURT USER FEES AND BOND FUNDS

Description - The old Municipal Court Facility and Prosecutor's buildings located at 15 N. Beaver Street are slated for demolition and the parcel will be improved to provide temporary public parking. These parcels will be considered for future development, with input from the Downtown Visioning Plan that is underway.

Project Update:

- Demolition of the site is complete.
- KCS will be working on site grading and asphalt paving the week of November 8.
- ParkFlag will manage the future parking stalls on the new lot for public parking.



Old Municipal Court Building Demolition

Spruce Wash – Cedar to Dortha and Dortha Inlet (Design Phase)

FUND: STORMWATER

Description - Design consists of improvements to the Spruce Wash Channel from Cedar Avenue to south of Dortha Avenue. This work is in response to the damage that occurred during the 2021 monsoon flooding from the Museum Fire burn scar.

- 90% plans are in review with City staff.
- The JOC contractor (Tiffany) is reviewing the plans and developing the scope and fee for the construction of the channel improvements.
- Real Estate staff is investigating necessary property rights.
- Construction completion is anticipated prior to the 2022 monsoon season.

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-accessible parking, parking lot, and hardscape.

Project Update:

- The project team, working with the artist, fabricator, and Risk Management, has addressed the safety concerns brought up at City Council.
- The project team will continue work on project phasing details and maintaining access to the Library throughout construction.
- The project is incorporating IT Fiber conduits to support the Broadband Master Plan and future connections.
- The project is approaching 100% design completion.



Library Entrance Project-Rendering of selected concept plan

East Route 66 and El Paso Flagstaff Waterline Extension (CONSTRUCTION PHASE)

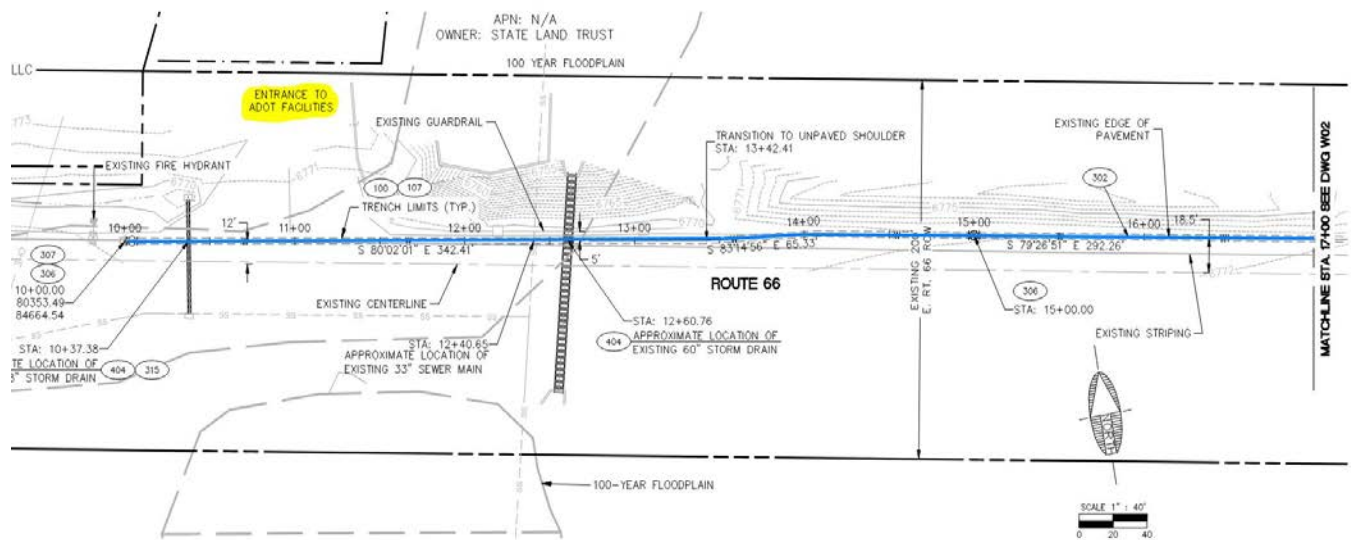
FUND: AGING INFRASTRUCTURE

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 Road towards the Wildcat Hill Wastewater 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.

Contractor - Scholz Contracting, LLC

Project Update:

- Purchasing is working with Scholz Contracting on contractual documents before issuing a Notice to Proceed Date. The project is expected to start in Spring of 2022 with expected completion in Summer of 2022.
- The construction contract was awarded at the October 5th Council meeting, and Scholz Contracting has been notified of the award.



Approved Civil Plans, blue line represents the starting point of the waterline extension that begins just west of the ADOT facilities driveway and Rt 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.

Contractor - Sellers and Sons, Inc.

Project Update:

- Project work has started, the awarded contractor, Sellers and Sons, has mobilized equipment and materials to the site. Potholing investigative work and clearing of the site has begun.
- The contractor continues to install the new 16" DIP water line, from Ponderosa Parkway heading east.
- Utility work within Ponderosa Parkway was completed on October 22, 2021. The final pavement section for Ponderosa Parkway will be placed on October 29, 2021.
- Replacement of the water services at the U-Haul parcel has begun and is expected to be complete the week of November 5, 2021.
- Phase testing of a portion of the new 16" DIP waterline will take place the week of November 1, 2021. Pressure testing has been completed and passed. Disinfection testing is now in progress and will be completed the week of November 8th.
- The contractor and City continue to coordinate with property owners for the removal of obstructions.
- Completion of the project is anticipated by spring 2022.



Installation of the 16" waterline

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.
- The over excavation beneath the new bridge will be completed in the spring 2022 due to delays with the delivery of materials related to the soil nail stabilization process. Soil excavation and backfill continue to secure the existing channel and to process the removal of the stockpiled material in front of City Hall before winter 2021.
- The restoration of the City Hall lawn, including turf placement and irrigation repairs will be completed in the spring of 2022.
- The concrete waste slab will remain until next spring, but will be removed before turf and irrigation work resumes.
- A winter shut down of the project, as approved by ADOT, began November 5, 2021 and project work is expected to resume mid-March 2022.
- ADOT continues to update City staff on construction matters and will release information to the public through media releases.
- The project work for cleanup and removal of obstructions continues.
- The contractor has cleared all lane closures, no restrictions are in place. When work continues, implementation of lane closures for EB or WB Route 66 will continue until work on the bridge is completed. ADOT will be monitoring the traffic and will make alterations as needed.



Bridge structure with new paint

Phoenix Avenue Bridge and Waterline Replacement (Construction 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:

- Both Northside and Southside sidewalks along Phoenix Avenue are anticipated to be open within the first week of December with the goal to move the Zani business back into their building by December 15th.
- New water and sewer components of the project are anticipated to be complete by November 22nd with paving scheduled on November 24th.
- Bridge footings, walls and deck are anticipated to be completed by the end of November.
- Rebar placement for the new bridge began on October 8th with concrete pour on October 11th.
- Our Geotechnical Engineer made a site visit on October 5th for a visual inspection of the bedrock and has approved it for bearing capacity for the new bridge footings.
- Demolition of the old bridge structure and excavation to bedrock for the new bridge footings was completed on October 4th.
- UniSource's existing gas main in Phoenix Avenue was found to be too shallow and in conflict with the new waterline on September 29th. A significant relocation of that main has begun and will take approximately three weeks.



Phoenix Avenue Bridge, looking at the start of rebar placement for the new walls and installation of the steel casing for the new waterline.

Wildcat Hill Wastewater Treatment Plant (WHWTP) Digester Complex (DESIGN PHASE)

FUND: WATER SERVICES-SEWER

Description – Project includes the design and construction of two 60-ft concrete anaerobic digesters with a digester control building and gas handling system. The digester control building would include new boilers, heat exchangers, digested sludge pumps, and other appurtenances to support the increased capacity of the new digester facilities. The Wildcat Hill WTP treats residual solids from both the Rio De Flag and Wildcat facilities. These new digesters will increase solids treatment train capacity to accommodate the solids produced from the treatment at both facilities.

Project Update:

- Carollo Engineers has been selected as the Design Consultant; design contract negotiations to follow.
- Delivery method will be Design-Bid-Build.
- Design is targeted for 2022 and construction is anticipated for 2023-2024.



Existing Wildcat Plant, red circles represent proposed location of the two new digesters

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 and operations for vehicles, pedestrians and bicyclists in this busy intersection. Project design and construction to be administered by ADOT.

Project Update:

- The project team has completed reviewing a pre-60% plan submittal.
- Environmental clearance has been received.
- Project team is in discussions regarding allowable closures and maintenance of traffic options.
- The project team is working through the 60% design comment resolution process.



Selected Design Alternative- Lockett-Cedar-Fourth Intersection

Capital Improvements Projects



● **Pre-Construction**
◆ **Under Construction**

November 2021

Number	Name	
1	J.W. Powell Specific Plan Study	-----
2	USGS Flagstaff Science Center Campus - Build to Suit	
3	La Plaza Vieja Traffic Calming	
4	Beulah Boulevard Extension / University Drive Realignment	
5	Coconino Estates Improvements Phase II	
6	West Flag Improvements - David and Hutcheson	
7	West Flag Improvements - Canyon Terrace	
8	Coconino Estates Improvements Phase I	
9	Fourth Street Reconstruction	
10	Lockett/Fourth Roundabout	
11	Lone Tree Overpass Project	
12	Library Entrance	
13	East Route 66 and El Paso Flagstaff Waterline Extension	
14	Huntington Waterline Replacement	
15	Switzer Canyon Transmission Main Phase IV & V	
16	Summit Waterline Replacement	
17	Phoenix Avenue Bridge and Waterline Replacement	
18	Bonito Loadout Station Replacement	
19	Rio de Flag Flood Control Project	~~~~~
20	Steves Boulevard Wash at Soliere	
21	Wildcat Hill Wastewater Treatment Plant (WHWTP) Digester Complex	
22	Route 66 ADOT Bridge Replacement Project	
23	Protected Bike Lane Pilot Projects (Butler Ave & Beaver St)	~~~~~
24	Old Municipal Court Demolition - Future Temporary Parking	
25	Museum Fire Flood Mitigation/Division D	~~~~~
26	Downtown Mile	~~~~~
27	Woody Way	
28	ATMP (Citywide) See website: www.flagstaff.az.gov/atmp	
29	Boulder Pointe - University Avenue Traffic Calming	~~~~~
30	Woodland Drive Speed Concern	



8. A.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Shannon Anderson, Deputy City Manager
Date: 11/10/2021
Meeting Date: 11/16/2021



TITLE

COVID-19 Update

STAFF RECOMMENDED ACTION:

This presentation is for informational purposes only.

EXECUTIVE SUMMARY:

City staff will present the updated COVID-19 dashboard data and an update on Navajo and Hopi Tribal Nations situation with COVID-19.

INFORMATION:

The COVID-19 dashboard includes information on new cases, hospitalization, COVID-related deaths, community transmission level, vaccination status and variants.

The Navajo and Hopi Tribal Nations update will include information about the number of cases, any emergency orders, and related press releases.

Attachments: [Presentation](#)

COVID-19 Update





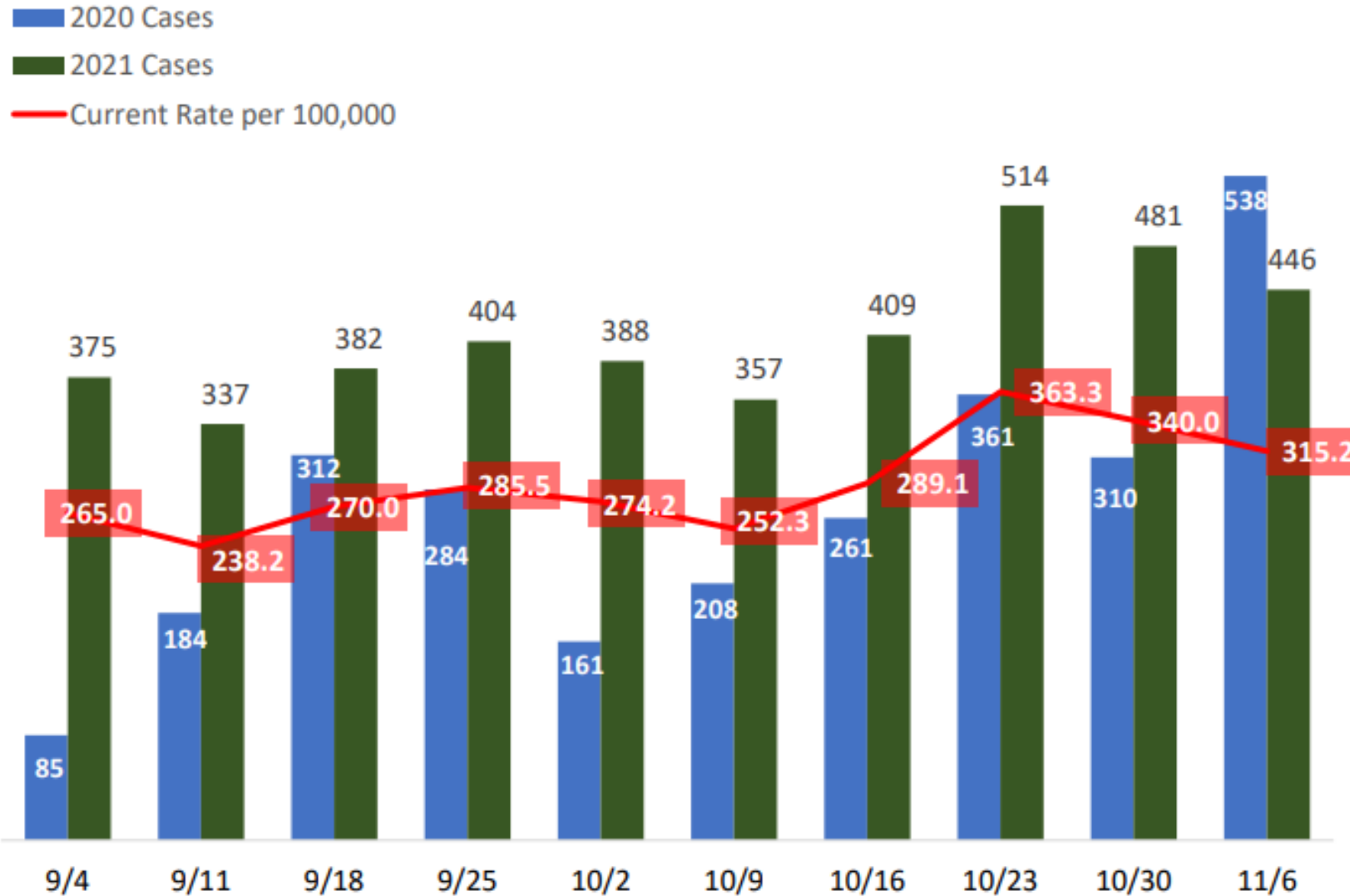
Agenda



- The Data
 - Coconino County Health and Human Services (CCHHS) dashboard
 - Northern Arizona Healthcare (NAH) hospital census
 - Navajo Nation
 - Hopi Tribe
- Indigenous Nations Update

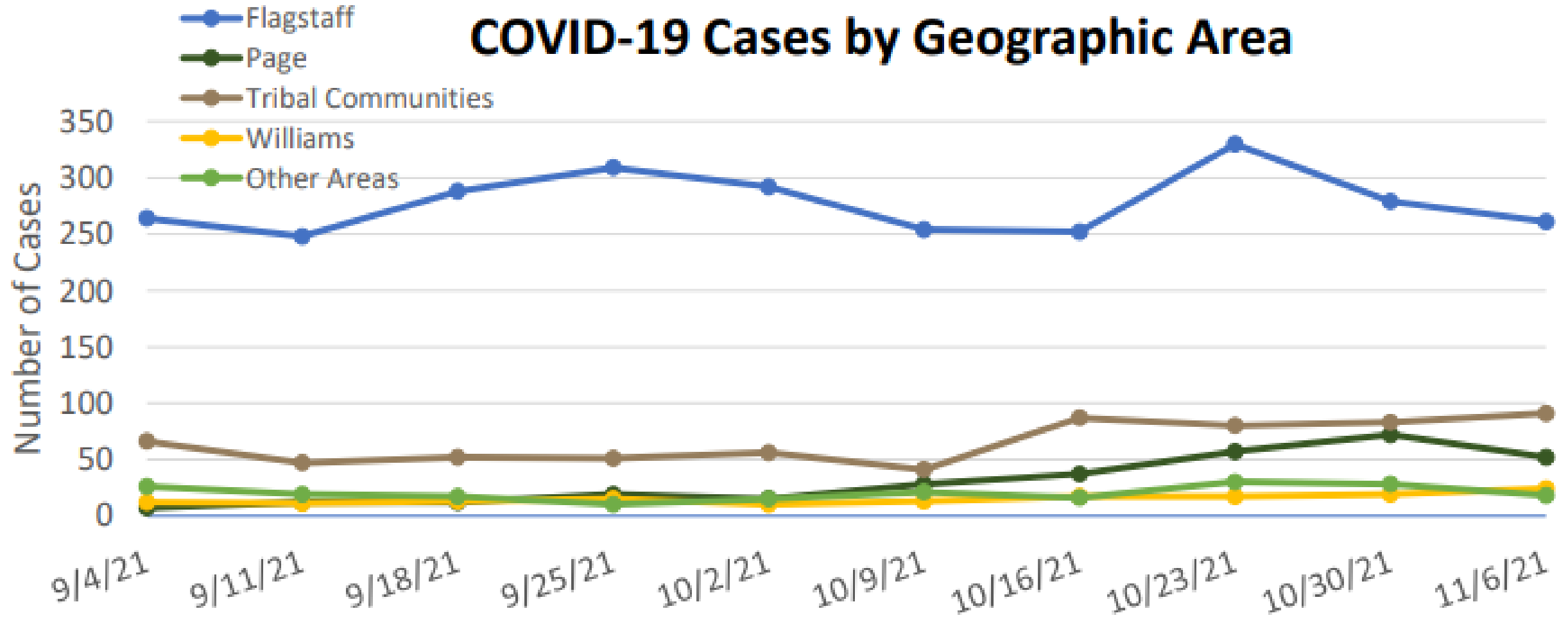


CCHHS: COVID-19 Weekly Cases





CCHHS: COVID-19 Weekly Cases

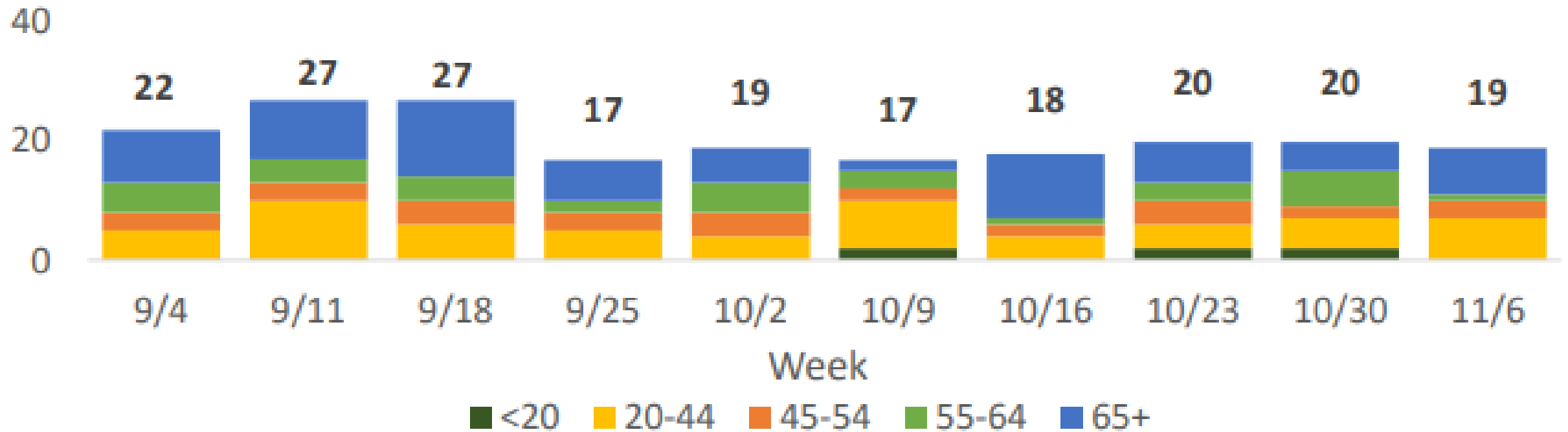




CCHHS: Hospital Admissions

Weekly Case Counts Among Coconino County Residents:

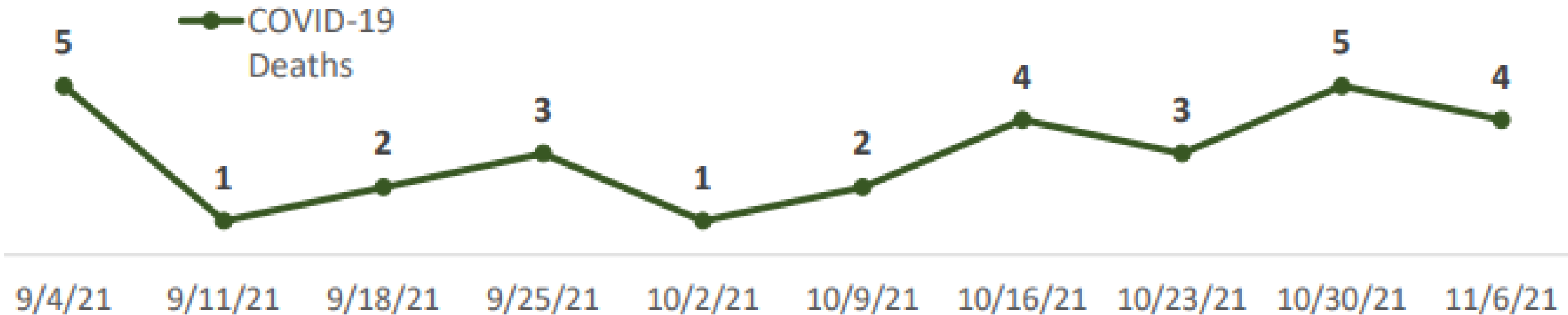
Hospitalized Coconino COVID-19 Patients by Age





CCHHS: COVID-19 Related Deaths

Weekly COVID-19 Deaths Among Coconino County Residents:





CCHHS: Community Transmission

Community Transmission

- Coconino County has a current incidence rate of **315.2 per 100,000**, percent positivity of **7.6%**, and **COVID-19-Like-Illness incidence (CLI)** of **7.3%***.
- Coconino County is currently at a **High**** level of community transmission.

Indicator	Low Transmission	Moderate Transmission	Substantial Transmission	High Transmission
Total new cases per 100,000 persons in the last 7 days	0-9	10-49	50-99	≥100
Percentage of PCR tests that are positive during the past 7 days	<5.0%	5.0% - 7.9%	8.0% - 9.9%	≥10.0%



CCHHS: Community Vaccination

Doses in Coconino

Total number of COVID-19 vaccine doses administered: **173,378**

Total number of COVID-19 vaccine doses ordered: **120,359**

Percent of COVID-19 vaccine doses utilized: **144.1%**

People in Coconino

Total number of people who have received at least one dose of COVID-19: **91,617**

Percent of people vaccinated: **62.2%**

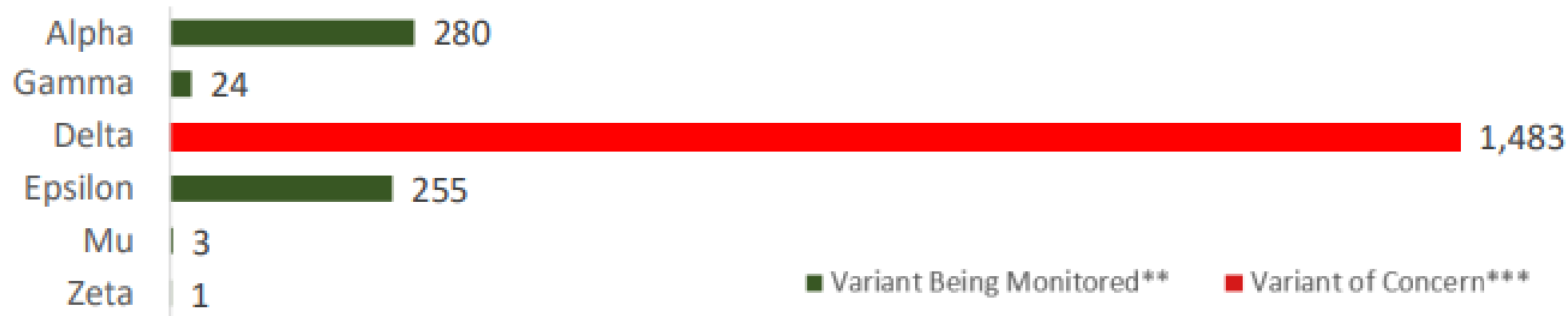
Number of people who are fully vaccinated against COVID-19: **74,864**



CCHHS: Variants

COVID-19 Variants:

Total Variants Being Monitored** and Variants of Concern***



****Variants Being Monitored** include variants for which there are data indicating a potential or clear impact on approved or authorized medical countermeasures or that has been associated with more severe disease or increased transmission but are no longer detected or are circulating at very low levels in the U.S, and as such, do not pose a significant and imminent risk to public health in the U.S.

***** Variants of Concern** include variants for which there is evidence of an increase in transmissibility, more severe disease (e.g., increased hospitalizations or deaths), significant reduction in neutralization by antibodies generated during previous infection or vaccination, reduced effectiveness of treatments or vaccines, or diagnostic detection failures.

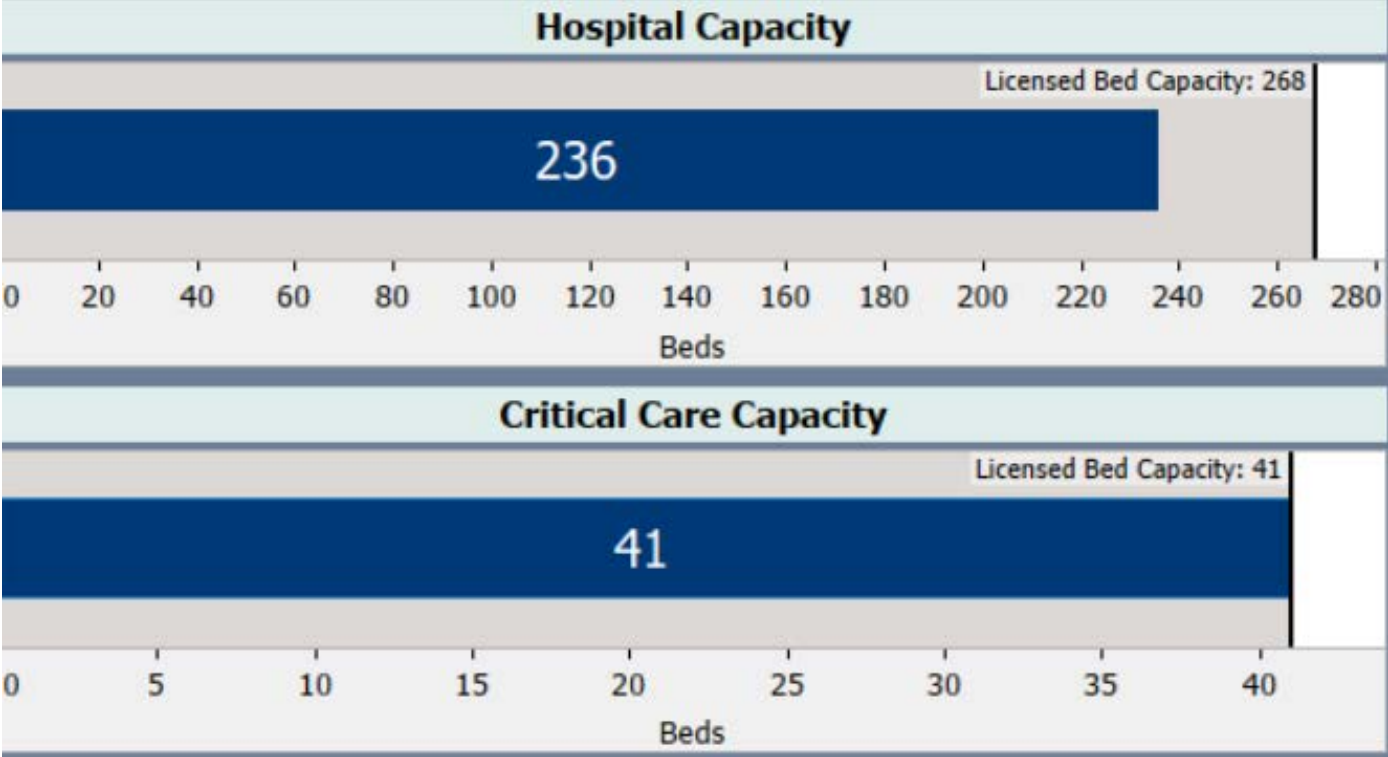
For more information about SARS-CoV-2 variants, please visit the CDC webpage:

[SARS-CoV-2 Variant Classifications and Definitions \(cdc.gov\)](https://www.cdc.gov/sars-cov-2/variant-classifications-and-definitions)



NAH: Hospital Census

Flagstaff Medical Center Hospital Census	
236	
In House COVID-19 Patients	
Positive	Pending
33	1



Data as of November 12, 2021



Indigenous Nations Data

Navajo Nation

NN Health Facilities Data	Difference in 12 days	Current Week 11/10/21	Previous Date 10/29/21
Total Tested	+ 11,636	374,033	362,397
Negative Cases	+ 8,773	306,067	297,294
Confirmed Positive Cases	+ 1,084	37,737	36,653
Recoveries	+ 1,064	35,441	34,377
Deaths	+ 23	1,507	1,484



Indigenous Nations Data

Hopi Tribe

Hopi Health Care Center Data	Difference in 9 days	11/2/21 KUYI Radio FB	10/24/21 KUYI Radio FB
Total Tested	+ 230	11,981	11,751
Negative Cases	+ 161	10,227	10,066
Positive Cases	+ 30	1,632	1,602
Hopi Tribal members (includes #s from Tuba Hospital)	+ 43	1,530	1,487



Indigenous Nations Update

- Navajo Nation

- COVID cases attributed to variant of concern
- Public Health Emergency Orders remain the same
- Health Advisory for 56 communities



Indigenous Nations Update

- Hopi Tribe
 - Announced FDA emergency use of Pfizer vaccine for children ages 5 and older
 - Continuing with third part of phased reopening

Council Questions



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council

:

Co-Submitter: Gregory Conlin

Date: 11/10/2021

Meeting Date: 11/16/2021



TITLE:

Consideration of Ratifying of Contract: Ratify the Retail Purchase Agreement with Jeff Wyler Columbus, Inc. in the amount of \$60,475 for a Chevrolet 3500 HD Silverado Truck with Dump Bed and Accessories.

STAFF RECOMMENDED ACTION:

1. Ratify the Retail Purchase Agreement with Jeff Wyler Columbus, Inc. in the amount of \$60,475 for a Chevrolet 3500 HD Silverado Truck with Dump Bed and Accessories; and
2. Direct the City Manager to execute the necessary documents.

Executive Summary:

With the current global issues regarding fleet equipment in general, Parks chose to review holistically the fleet assigned to both the Parks and Recreation Sections in an effort to reassign vehicles for effective operational usage and to attempt to electrify future fleet in the Division. The majority of fleet equipment has been in a myriad of deliverables since the onset of the pandemic and continues to encounter newfound issues. Through the holistic review, Parks identified the need for one (1) 3/4-ton truck with specific accessories/functions that could accommodate many uses within the Section making way for the Sections' first electric vehicle later this fiscal year.

With the support from Fleet and Procurement, a 2021 Chevrolet 3500 4WD with a dump bed and accessories was located in Ohio. This was the only vehicle of this kind available in the continental United States. The City received a quote for \$60,475.00. If the vehicle was not purchased immediately, the City would lose the opportunity that the dealership, Jeff Wyler Columbus, Inc., was providing with a 24-hour opportunity to enter into the Retail Purchase Agreement.

Financial Impact:

The Parks Section has funding available in rolling stock fleet (001-06-155-0567-5-4401) for fiscal year 2021-2022.

Policy Impact:

None

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

Priority Based Budgeting Council Results and Definitions: Safe and Healthy Community and Sustainable, Innovative Infrastructure by promoting physical health through providing recreational opportunities, parks, open space. Also, providing multiple transportation options (maintenance of the FUTS) and deliver outstanding services to residents through a healthy, well maintained infrastructure system.

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

None

Background/History:

Parks staff reviewed the fleet available between the two Sections (Parks and Recreation) to identify the largest need, while creating the ability to bring forward the first electric vehicle into the Division later this fiscal year. By shifting fleet resources and making the best possible use out of each current piece of equipment, Parks located the need for a 3/4-ton pickup truck with dump bed and accessories.

The electric vehicle market for pickup trucks has yet to become affordable based on current budgeted funds and is experiencing deliverable issues globally. The global availability of non-electric pickup trucks is also meek at best at this time including a vehicle with the identified accessories needed by the Section. City Fleet located the one (1) 3/4-ton truck with dump bed available in the contiguous United States with pricing that closely matched that of the State contract with Chevrolet. With City Manager approval, Parks and Fleet issued a purchase order for the sole source procurement of a 2021 Chevrolet 3500 Truck with dump bed and accessories the Jeff Wyler Columbus, Inc. dealership in Ohio in the amount of \$60,475.00.

Due to the shortage of vehicles nationally and locally as of late, Procurement determined this purchase to be a sole source with no other options that were viable. An approved Sole Source Procurement form is attached along with the Purchase Order and Invoice.

Key Considerations:

The vehicle has been purchased in full and this request is to ratify the purchase due to the amount being over the \$50,000 threshold requiring City Council approval. Due to the extremely limited availability of vehicles at this time, and the limited time opportunity presented by the dealer, it was deemed essential to move forward with the purchase with City Manager approval and to follow up to seek approval from the City Council. As part of the holistic approach to reviewing the fleet of two Sections, this truck purchase satisfies many current needs of the Parks Section for maintenance of the Flagstaff Urban Trail System and parks grounds. Staff has put into motion a plan that means this truck purchase is hopefully the last gas-powered engine purchase for the Division and the rest of the fleet can transition to electric as those vehicles become more available.

Attachments: Purchase Agreement Chevrolet 3500



JEFF WYLER COLUMBUS, INC.
5885 GENDER RD
CANAL WINCHESTER OH 43110

RETAIL PURCHASE AGREEMENT (BUYERS ORDER)

Purchaser's Name(s): CITY OF FLAGSTAFF

Address: 3200 W ROUTE 66 BLDG 2 FLAGSTAFF, AZ 86001

Home Telephone: _____ Work Telephone: 928-213-2186

E-mail Address: GCONLIN@FLAGSTAFFAZ.GOV

CUST# 1880606

Deal Number: 56020436

Date: 10/04/2021

County: COCONINO

By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR 2021	MAKE CHEVROLET	MODEL Silverado 3500	COLOR SUMMIT WHITE	STOCK NO. 5690470
SERIAL NO. 1GB3YSE72MF274282		ODOMETER READING <input type="checkbox"/> Not Accurate 5	SALESPERSON TIMOTHY NICHOLS	
THE VEHICLE IS: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER		
WARRANTY STATEMENT				
Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services. We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "Used Vehicle Limited Warranty Applies" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction.				
CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. TRADUCCIÓN ESPAÑOLA: VEA PÁRRAFO 12.				
<input type="checkbox"/> Used Vehicle Limited Warranty Applies: We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.				
TRADE-IN VEHICLE (1) INFORMATION			CASH PRICE OF VEHICLE 48305.00	
Year: N/A	Make: N/A	Model: N/A	OTHER GOODS/SERVICES X	
Serial No: N/A	Odometer Reading: <input type="checkbox"/> Not Accurate N/A		AFTERMARKET/ACCESSORIES N/A	
Trade-In (1) Allowance: \$ N/A			GODWIN DUMP BODY 10785.00	
Balance Owed & Lienholder: \$ N/A			DELIVERY FEE 1100.00	
Negative Equity*: \$ N/A			POLICY (COST ONLY) N/A	
TRADE-IN VEHICLE (2) INFORMATION			N/A N/A N/A N/A	
Year: N/A	Make: N/A	Model: N/A	*DOCUMENTARY SERVICE FEE 250.00	
Serial No: N/A	Odometer Reading: <input type="checkbox"/> Not Accurate N/A		TOTAL SELLING PRICE 60440.00	
Trade-In (2) Allowance: \$ N/A			LESS: TRADE-IN ALLOWANCE(S) N/A	
Balance Owed & Lienholder: \$ N/A			N/A N/A N/A	
Negative Equity*: \$ N/A			SUBTOTAL 60440.00	
<input type="checkbox"/> DEPOSIT/ <input type="checkbox"/> DOWN PAYMENT: The sum of \$ N/A was received from you as a Deposit/Down Payment. It is not refundable, except as set forth in this Agreement. In the case of a Deposit, we will refrain from selling the vehicle for 0 days.			TAXABLE PRICE \$ 60440.00	
**NEGATIVE EQUITY: You are aware that the Balance Owed on your Trade-In/Lease Turn-In Vehicle exceeds the Trade-In Allowance from us and, as a result, you have requested that the Total Due be increased by the difference (known as the "Negative Equity" amount).			SALES TAX N/A % N/A N/A	
OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS			REGISTRATION/OTHER FEES 35.00	
PLEASE SEE THE DELIVERY CONFIRMATION			PLUS: BALANCE OWED ON TRADE-IN(S) (Includes any Negative Equity**) N/A	
CASH DEAL			TOTAL DUE 60475.00	
*Documentary Service Fee: This is not an official fee. This fee is charged by the Dealership for performing administrative services and processing documents related to the closing of a sale. This fee is charged by the Dealership in accordance with O.R.C. § 4517.261.			LESS: DEPOSIT/DOWN PAYMENT N/A N/A N/A	
			AMOUNT TO BE FINANCED 60475.00	

CONDITIONAL (SPOT) DELIVERY/LIMITED RIGHT TO CANCEL: Purchaser(s) may secure financing for this transaction through the Dealership or a financial institution of Purchaser's choice that is acceptable to the Dealership. If you have elected to secure financing through the Dealership, the provisions of this Conditional (Spot) Delivery/Limited Right to Cancel will apply. If the box is checked, you have been permitted to take possession of the Vehicle before your credit has been verified and financing for the purchase of the Vehicle has not been finalized or approved. This is known as a "Spot Delivery". In the event Purchaser does not obtain financing for the purchase of the Vehicle or the Dealership is unable to assign the Retail Installment Sale Contract ("RISC") signed to complete the transaction to a financial institution with whom it regularly does business and on terms acceptable to the Dealership within 14 days from the date of this Agreement, either the Dealership or Purchaser may cancel the RISC pursuant to this limited right to cancel. This limited right to cancel will end at the earlier of (a) the date that financing is obtained directly from the financial institution or the RISC is assigned to the financial institution, or (b) the end of the above stated time period. See the Conditional (Spot) Delivery/Limited Right to Cancel Provision in Paragraph 15 of this Agreement for additional terms and conditions.

AGREEMENT TO ARBITRATE: Purchaser(s) and Dealership agree, except as otherwise provided in this Agreement, to resolve by binding arbitration any dispute between them. **THE PARTIES UNDERSTAND THAT EXCEPT FOR THOSE DISPUTES SPECIFICALLY EXEMPTED FROM ARBITRATION, THEY ARE WAIVING**

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council

:

Date: 11/10/2021

Meeting Date: 11/16/2021



TITLE:

Consideration and Approval of Contract: The Contract for Materials with San Tan Auto Partners d/b/a San Tan Ford for four (4) 2022 Ford Police Interceptor Utility Hybrid vehicles in the amount of \$161,776.04.

STAFF RECOMMENDED ACTION:

1. Approve the Contract for Materials with San Tan Auto Partners d/b/a San Tan Ford for four (4) 2022 Ford Police Interceptor Utility Hybrid vehicles in the amount of \$161,776.04 (includes all applicable taxes and fees); and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The City of Flagstaff Police Department seeks to purchase four (4) police vehicles. This purchase is needed to maintain a healthy and functional police fleet, as well as help the City meet its Climate Action Adaptation Plan. The acquisition of these four (4) vehicles has been approved by the Fleet Management Committee as well as the Budget Committee. In October of 2021, the City conducted a formal solicitation (#2022-42) through and Invitation for Bids (IFB) process in which local and statewide vendors were asked to bid in this open and competitive solicitation process. The City followed all State and City procurement codes and rules.

Financial Impact:

The Police Department received \$200,000 from the Fleet Management committee for FY 2020-2021, to purchase the four (4) vehicles; these monies are currently in the Rolling Stock account (001-04-061-0221-2-4401). With the purchase of these four (4) vehicles, four (4) older, non-hybrid vehicles will be rotated out of the police fleet and be listed for auction.

Policy Impact:

There is no known or projected impact to policy regarding this matter.

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

Priority Based Budget Key Community Priorities and Objectives

Council Goals-

Personnel: Attract and Retain Quality Staff

Transportation and Other Public Infrastructure: Replace Aging Infrastructure

City of Flagstaff Climate Action Adaptation Plan: Reduce emissions, increase the number of alternative fuel vehicles in the City fleet and reduce the City of Flagstaff's carbon footprint.

Regional Plan

Goal PF.3. Provide high-quality emergency response and public safety services including law enforcement, fire, medical, and ambulance transport service.

Strategic Plan

Provide Exceptional Service: Provide employees with tools, training, and support.

Invest in Our People: Ensure effective resources for employees.

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

1. Approve the contract award to San Tan Auto Partners d/b/a San Tan Ford for the purchase of four (4) 2022 Ford Police Interceptor Hybrid Utility vehicles in the amount of \$161,776.04; or
2. Approve the contract award to San Tan Auto Partners d/b/a San Tan Ford for the purchase of a fewer number of 2022 Ford Police Interceptor Hybrid Utility vehicles; or
3. Do not approve the purchase of the Police Interceptor Hybrid Utility vehicles.

Background/History:

All four (4) of these Emergency Response police vehicles are for the Police Department (Patrol) and all are replacement vehicles. All vehicles being presented to the City Council for purchase have been reviewed, evaluated and approved by the Fleet Management Committee, which is comprised of the Fleet Superintendent, line workers, and supervisors throughout the City. During the review/replacement process, the Fleet Superintendent along with his staff first evaluates the vehicles proposed for replacement. In performing their evaluation, they review fiscal year-to-date as well as life-to-date maintenance costs to determine if the vehicle or equipment has had any recent major component overhaul or replacement. If the existing units are mechanically sound and the body is in fairly good condition, the unit is usually recommended for retention for another year. If a unit has incurred a significant number of expenditures and is likely to experience major component failures, the unit will be recommended for replacement by the Fleet Superintendent and forwarded to the City Fleet Management Committee for replacement consideration.

The Ford Police Interceptor Utility Hybrid vehicles allow more versatility and provide more space and room for the officer and the amount of equipment needed to perform their daily work duties. The Police Department will purchase all new equipment (lights, partitions, radio consoles, etc.) in order to have a complete patrol vehicle. The Police Department will continue to find cost-effective solutions to build patrol vehicles which are safe, reliable and allow the officers to properly conduct their job duties.

The City's Purchasing section posted an "Invitation For Bids" (IFB #2022-42) to the City's online bid system (PlanetBids). The Invitation For Bids was for the purchase of four (4) 2022 Ford Police Interceptor Hybrid Utility Vehicles. There were three (3) bids received, they were: (1) San Tan Auto Partners d/b/a San Tan Ford; (2) PFVT Motors; and (3) Tom Jones Ford.

San Tan Auto Partners d/b/a San Tan Ford was determined to be the lowest responsible respondent

with a total bid of \$161,776.04 for four (4) vehicles which includes all applicable taxes and fees.

The term of the contract is for one (1) year from the date of the contract execution with an allowance for additional purchases of the Ford Police Interceptor Utility Vehicles, if needed, within that time frame. The formal procurement was posted on PlanetBids October 5, 2021, and closed October 20, 2021. The public notice of the formal bid was published in the Arizona Daily Sun October 10 and 17, 2021. As mentioned earlier, this was a formal Invitation for Bids and resulted in three bid submittals, all of which were determined to be responsible and responsive bids. The recommendation to City Council is to award the contract to San Tan Auto Partners d/b/a San Tan Ford. The following are the responsible and responsive bids that were received as a result of this formal solicitation:

San Tan Auto Partners d/b/a San Tan Ford = \$161,776.04

PFVT Motors, LLC = \$162,606.72

Tom Jones Ford LLLP = \$163,548.29

Key Considerations:

In addition to lead time from the factory, the vehicles take another four (4) to six (6) weeks per unit to be built into a functional patrol vehicle.

The purchase being recommended has been reviewed and approved by both the Fleet Management Committee and Budget Committee. Approval of these purchases will help ensure a functional patrol fleet and continue to move towards the City Climate Action Adaptation Plan goals.

Expanded Financial Considerations:

None

Community Benefits and Considerations:

Sustaining a reliable police fleet helps minimize vehicle downtime, effectively maximizing the number of police vehicles available for use, which may result in faster response times and an elevated level of service to our citizens. Moving to the hybrid platform will also help reduce fuel consumption and reduce our community's carbon footprint.

Community Involvement:

None

Expanded Options and Alternatives:

The Flagstaff Police Department had been using the Ford Interceptor Taurus Sedans (no longer in production) but made an informed decision to move to the utility vehicle platform in 2015 for a multitude of reasons (see below). Nationwide, you will see the same trend from other police agencies. Flagstaff strives to be on the leading edge of technology by moving to the Interceptor Hybrid Utility platform; we recognize the value of the hybrid vehicles and are committed to providing our employees with top-performing technology and meeting the goals of our City Council, including the recently adopted Climate Action Adaptation Plan.

Since our transition to the utility platform in 2015, we have been very pleased with its safety, performance and comfort afforded to the officers, who spend the majority of their 10 plus hour day in a vehicle. We anticipate a smooth transition to the Interceptor Hybrid Utility and feel this will strike an ideal balance of safety, performance, comfort and an eco-conscious approach to fleet management.

DESIGN:

- *The Interceptor Utility offers increased clearance for more safely traversing high water and rough roads.
- *All-wheel drive assures timely response in inclement weather and low-traction driving conditions.
- *The Interceptor Hybrid Utility is equipped with stability control, which assists in weight distribution when turning.
- *The Interceptor Hybrid Utility has more cargo space than a sedan (evacuation of children, people and animals) and is capable of hauling up to 880 pounds of cargo.
- *The Interceptor Hybrid Utility comes with a backup camera, backup alarms, and blind spot monitoring.
- *The elevated viewing position of the Interceptor Hybrid utility assists the officer in seeing over cars at stop signs and when approaching intersections; officers don't need to enter as far into an intersection to ensure all vehicles are stopped before proceeding, which is particularly important when responding to an emergency call.

ERGONOMICS:

- *Approximately 50% of patrol officers are 6'0" or taller, the Interceptor Hybrid Utility affords an easier ingress and egress to the driver's seat.

VISIBILITY:

- *The Interceptor Hybrid Utility can have red/ blue lights placed under the lift gate, so when the rear cargo area is accessed, those lights help keep the rear of the utility illuminated (as the light bar atop the vehicle is often obstructed when the rear hatch is up).

TACTICS:

- *The Interceptor Utility has a higher profile and larger body, which provides additional cover/concealment for officers during armed confrontations or in rescue situations.

CRASHES:

- *The Interceptor Hybrid Utility is the only vehicle, worldwide, engineered to meet the 75 mph rear end crash test; beyond that, the side protection and cabin enhancement architecture, in conjunction with structural reinforcement, work to protect all occupants.

Attachments: [Contract - San Tan Ford](#)
 [Exhibit A Picture](#)

CONTRACT FOR MATERIALS

Contract No. 2022-42

This Contract is entered into this _____ day of _____, 2021 by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and San Tan Auto Partners, an Arizona limited liability company d/b/a San Tan Ford ("Contractor").

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

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

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

FOUR (4) FORD POLICE INTERCEPTOR UTILITY HYBRID VEHICLES

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

2. Compensation: The Contractor shall be compensated **one hundred sixty-one thousand seven hundred seventy-six dollars and four cents (\$161,776.04)** for materials provided as identified in the Scope of Work, attached hereto as Exhibit A. The City Manager or his designee (the Purchasing Director) may approve an adjustment if the annual Contract price is less than \$50,000; otherwise City Council approval is required.
3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as Exhibit B, are hereby incorporated in this Contract by reference, except to the extent modified in Exhibit A.
4. Contract Term: The Scope of Work is to be completed within one (1) year.
5. Extension or Renewal: This Contract may be renewed for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.
6. Extension or Renewal for Procurement: The City may unilaterally extend or renew this Contract for up to four additional ninety-day terms to allow for procurement processes upon the completion of the term of the Contract. The City Manager or his designee (the Purchasing Director) shall have authority to approve extension on behalf of the City.
7. Notice: Any formal notice required under this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

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

To Contractor:

Joe Sanchez
Government Fleet Account Manager
San Tan Auto Partners
1429 E. Motorplex Loop
Gilbert, AZ 85297
JoeSanchez@santanford.com

With a copy to:

Allison Hughes
Flagstaff Police Department
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
ahughes@coconino.az.gov

With a copy to:

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

CONTRACTOR

Print name: _____

Title: _____

CITY OF FLAGSTAFF

Print name: _____

Title: _____

Attest:

City Clerk

Approved as to form:

City Attorney's Office

EXHIBIT A

SCOPE OF WORK

Four (4) Ford Police Interceptor Utility Hybrid Vehicles

MATERIALS: The City seeks to purchase from Contractor:

A. Four (4) Ford Police Interceptor Utility Hybrid Vehicles.

B. The vehicles must include the following components:

KBA - Standard Hybrid Engine

43D - Dark Car Feature

51 P - Spot Lamp Prep Kit (Driver Only)

55B - Blind Spot Monitoring

55F - Remote Keyless Entry (4 keys)

76R - Reverse Sensing System

Interior Color: Agate Black

Exterior Color: Agate Black

EXHIBIT B

CITY OF FLAGSTAFF STANDARD TERMS AND CONDITIONS

IN GENERAL

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

MATERIALS

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

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

PAYMENT

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

Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.
21. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

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

SERVICES

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

INSPECTION, RECORDS, ADMINISTRATION

- 33. **RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five years after completion of the Contract.

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

INDEMNIFICATION

- 37. GENERAL INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys’ fees and other costs of defense, arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor’s sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys’ fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.
- 38. INTELLECTUAL PROPERTY INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys’ fees and other costs of defense arising out of the alleged infringement of any patent, trademark or copyright or other proprietary rights of any third-parties arising out of Contract performance or use by the City of materials furnished or work performed under the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor’s sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys’ fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.
- 39. NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from an against any third-party claims, actions, liabilities, costs, including reasonable attorneys’ fees and other costs of defense arising out of all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at

Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

- 40. **PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
- 41. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.
- 42. **AMENDMENTS:** The Contract may be amended by written agreement of the Parties.
- 43. **SEVERABILITY:** If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.
- 44. **NO WAIVER:** Both Parties have the right insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
- 45. **ASSIGNMENT:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.
- 46. **BINDING EFFECT:** The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

- 47. **SUBCONTRACTING:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.
- 48. **NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation, or gender identity or expression.

- 49. DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.
- 50. IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

- 51. TERMINATION FOR DEFAULT:** Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting Party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein.
- 52. CITY REMEDIES:** In the event of Contractor's default, the City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.
- 53. CONTRACTOR REMEDIES:** In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.
- 54. TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
- 55. TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.
- 56. TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate the Contract, and Contractor is deemed in default, at any time if

the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

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

MISCELLANEOUS

- 60. **ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with the City without the prior written consent of the City.
- 61. **NOTICES:** All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.
- 62. **THIRD PARTY BENEFICIARIES:** The Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.
- 63. **GOVERNING LAW:** The Contract shall be construed in accordance with the laws of Arizona.
- 64. **FORUM:** In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
- 65. **ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.
- 66. **FORCE MAJUERE:**
 - a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the Contract.

- b. There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.
 - c. The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.
67. **NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten employees and the Contract is worth at least \$100,000, the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.

Prepared for: Emily Markel, Senior Procurement Specialist, City of Flagstaff

211 W Aspen Ave

Flagstaff, AZ 86001

Office: 928-213-2206

Email: emarkel@flagstaffaz.gov

End User FIN Code: QA570

Ship to:

Emily Markel, City of Flagstaff

211 W Aspen Ave,

Flagstaff, AZ, 86001

2022 Police Intercept Utility AWD Base (K8A)

Price Level: 215



Client Proposal

Prepared by:

Joe Sanchez

Office: 480-621-3741

Email: joesanchez@santanford.com

Quote ID: 2022-42

Date: 10/19/2021



San Tan Ford | 1429 East Motorplex Loop, Gilbert, Arizona, 852970410

Office: 480-821-3200 | Fax: 480-988-1691

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Jessica Cortes, Court Administrator
Date: 11/10/2021
Meeting Date: 11/16/2021



TITLE:

~~Consideration of Appointments: On-Call Magistrates for the Flagstaff Municipal Court.~~

STAFF RECOMMENDED ACTION:

~~Approve the Judicial Appointment Advisory Panel's recommendation to appoint two On-Call Magistrates to the Flagstaff Municipal Court.~~

Executive Summary:

Appointment of all magistrates is required to be completed by the Flagstaff City Council for a two-year term under both the City Charter and FCC Section 1-15-001-0002(A). Appointment of On-Call Magistrates for the Municipal Court allows for ongoing operations of the court without interruption. On-Call Magistrates hear criminal, civil, traffic and local code violations that are filed in the Flagstaff Municipal Court. They conduct trials, both jury and non-jury, and sentence individuals within the parameters set by law. On-Call Magistrates are required for the ongoing operational needs of the Municipal Court. On-Call Magistrates are critical to the criminal and civil processes of the judicial branch.

Financial Impact:

Funding for all judicial positions is included in the approved budget of the Flagstaff Municipal Court. No additional budgetary impact is anticipated.

Policy Impact:

On-Call Magistrates are critical to the criminal and civil processes of the judicial branch. These appointments help maintain an independent judiciary that is necessary for the ongoing operations of our local government. A strong, independent, and fair judicial branch provides balance to criminal and civil matters that require resolution within our municipality.

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

Personnel - Attract and retain quality staff.

Has There Been Previous Council Decision on This:

No, all On-Call Magistrate Candidates would be newly appointed.

Options and Alternatives:

Approve the appointments.

Don't approve the appointments and request alternative candidates for Council consideration.

Community Involvement:

Inform.

Attachments:

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Trevor Henry, Project Manager
Co-Submitter: James Boyer
Co-Submitter: James Boyer
Date: 11/10/2021
Meeting Date: 11/16/2021



TITLE:

Consideration and Adoption of Resolution No. 2021-51: A resolution of the Flagstaff City Council, approving a Utility Agreement between the State of Arizona Department of Transportation and the City of Flagstaff, authorizing the City to transfer \$87,625 to allow the State of Arizona to adjust City of Flagstaff water valves and sewer manholes to grade during the ADOT Pavement Preservation Project along Milton Road and Interstate - 40 Business Route.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2021-51 by title only
- 2) City Clerk reads Resolution No. 2021-51 by title only (if approved above)
- 3) Adopt Resolution No. 2021-51

Executive Summary:

Approve the Utility Agreement (UA) between the City of Flagstaff (City) and Arizona Department of Transportation (ADOT) that will transfer City funds to ADOT for the utility adjustments within Milton Road and Interstate 40 Business Route included in ADOT's Pavement Preservation Project (Project). Approval of the UA will authorize ADOT to secure the Utility Clearance required for use of Federal funds, allowing ADOT to release their bid solicitation. Approval of the UA will authorize the City to provide funds in the amount of \$87,625.00 for the advertising, bid, award, and valve and manhole adjustments within Milton Road and Interstate 40 Business Route. The work will be performed with ADOT's Project contractor. Funds for the work will come from the Water Services program, and the City will be responsible for all actual costs exceeding the initial estimate.

Financial Impact:

This council action will approve funding for ADOT to advertise, bid, award, and valve and manhole adjustments within Milton Road and Interstate 40 Business Route in an amount of \$87,625 as defined in Exhibit A to the UA. The funding will be paid from the Water Services program, account #202-08-385-3157-0-4433.

Policy Impact:

No Impact.

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

Priority Based Budget Key Community Priorities and Objectives

Sustainable, Innovative, Infrastructure: Deliver outstanding services to residents through a healthy, well maintained infrastructure system.

Regional Plan

Chapter IV - Water Resources, Goal WR.2. Manage a coordinated system of water, wastewater, and reclaimed water utility service facilities and resources at the City level and identify funding to pay for new resources.

Has There Been Previous Council Decision on This:

No specific Council action has been issued with this utility agreement.

Options and Alternatives:

1. Approve the UA that will authorize City funding to pay \$87,625 for work related to the utility adjustments for City water and wastewater infrastructure; or
2. Reject the UA, which will forfeit the opportunity for work to be completed with ADOT's Project.

Background/History:

ADOT has programmed, planned, and designed a project to rehabilitate the existing pavement section within the roadway limits of Milton Road and Interstate 40 Business Route. The ADOT Project is scheduled to take place during the construction season of 2022.

The City has water and wastewater infrastructure within the roadway limits of Milton Road and Interstate 40 Business Route. The infrastructure is identified as water valves and sewer manholes. ADOT will be resetting 37 water valves and 27 manholes within ADOT's project limits. The City and ADOT have been coordinating a plan to have City funds transferred to ADOT to be used in the pavement preservation project.

In 2021, ADOT disclosed its intentions to deliver its pavement preservation project. The City and ADOT discussed the idea of a funds transfer to ADOT for use in their project to adjust the water valves and sewer manholes. This idea would provide assurance for ADOT to secure their utility clearance to allow the release of federal funds.

ADOT estimated the cost to advertise, bid, award, water valve, and manhole adjustments at \$87,625.

Key Considerations:

Approval and execution of the UA outlines the terms and conditions of this agreement and the responsibilities for the City. The agreed upon work described in the UA will accommodate the adjustments of the City's water and wastewater infrastructure. ADOT will be administering their pavement preservation project, including the work described in the UA.

Expanded Financial Considerations:

Funding in the amount of \$87,625 will come from the Water Services program, 202-08-385-3157-0-4433. The City will be responsible and pay for the difference between the estimated and actual costs for the ADOT project.

Community Benefits and Considerations:

ADOT will be managing the Project and overseeing the effects from construction.

Expanded Options and Alternatives:

1. Approve the UA that will authorize City funding to pay \$87,625 for work related to the utility adjustments for City water and wastewater infrastructure within ADOT's Project.
2. Reject the UA, which will forfeit the opportunity for work to be completed with ADOT's Project. This option would require additional coordination with ADOT to effectively address the adjustments of the City's infrastructure.

Attachments: Res. 2021-51
 Utility Agreement
 Context Map
 Presentation

RESOLUTION NO. 2021-51

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING A UTILITY AGREEMENT BETWEEN THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) AND THE CITY OF FLAGSTAFF, ALLOWING THE TRANSFER OF CITY FUNDS TO ALLOW THE STATE OF ARIZONA TO ADJUST CITY OF FLAGSTAFF WATER VALVES AND SEWER MANHOLES TO GRADE DURING THE ADOT PAVEMENT PRESERVATION PROJECT ALONG MILTON ROAD AND INTERSTATE – 40 BUSINESS ROUTE.

RECITALS:

WHEREAS, the State of Arizona, Department of Transportation, and the City of Flagstaff desire to enter into a utility agreement ("UA") for the adjustment of the water valves and sewer manholes in Milton Road and Interstate 40 Business Route; and

WHEREAS, the Arizona Department of Transportation had made a request of the City of Flagstaff to fund the work to adjust water valves and sewer manholes to the final grade of the Milton Road and Interstate 40 Business Route and the State of Arizona will perform the work in their pavement preservation project; and

WHEREAS, the City of Flagstaff will contribute \$87,625 for the resetting of 37 water valves and 27 manholes; and

WHEREAS the purpose of the UA is to set forth the parties' respective duties and obligations with respect to the work for the utility adjustments in Milton Road and Interstate 40 Business Route; and

WHEREAS, the City Council has read and considered the staff summary report and proposed UA attached thereto and finds that it is in the best interests of the City to approve the UA.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Utility Agreement between the State of Arizona, Department of Transportation, and the City of Flagstaff, attached hereto as Exhibit A, which shall become effective upon the date first executed by both parties ("Effective Date").

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 16th day of November, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Utility Agreement

AG Contract No. _____

ARIZONA DEPARTMENT OF TRANSPORTATION

UTILITY AND RAILROAD ENGINEERING SECTION

UTILITY AGREEMENT

Between

THE STATE OF ARIZONA

and

THE CITY OF FLAGSTAFF

Agreement No.	3770-21-COF
TRACS No.	89A CN 402 F0296 01C
PROJECT NO.	A89-B(224)T
HIGHWAY:	FLAGSTAFF - VALLE HIGHWAY
Location:	City of Flagstaff

THIS AGREEMENT is made between the STATE OF ARIZONA, acting through its DEPARTMENT OF TRANSPORTATION, and THE CITY OF FLAGSTAFF. All lettered exhibits are incorporated and made a part of this agreement by reference and attachment regardless of designation or alphabetical order.

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Exhibit "A": Cost Estimate

Exhibit "B": Plans for Relocation

I. RECITALS

The purpose of this agreement is to enable the Arizona Department of Transportation to complete a highway project. In order to complete this project, it is necessary for the UTILITY to RELOCATE existing UTILITY facilities belonging to the UTILITY.

The UTILITY's facilities to be relocated do not have PRIOR RIGHTS. ADOT will be resetting 27 Manholes and 37 Water Valves for the City of Flagstaff as shown on Exhibit B.

II. DEFINITIONS

- A. ADOT means THE ARIZONA DEPARTMENT OF TRANSPORTATION.
- B. ADOT EMERGENCY means a utility failure, which affects the safety of the motorist or the highway.
- C. AGREEMENT means this specific agreement and all attachments incorporated by reference.
- D. A.R.S. means Arizona Revised Statutes.
- E. BETTERMENT means increased capacity or improvement in the UTILITY's facility.
- F. CONSTRUCTION PROJECT NO. means the roadway construction project number utilized for ADOT construction PROJECT, which is A89-B(224)T.
- G. CONSTRUCTION TRACS NO. means the roadway construction Accounting number utilized for ADOT construction PROJECT, which is 89A CN 402 F0296 01C.
- H. CONTROLLED ACCESS means locations where owners or occupants of abutting lands and other persons have no legal right of access, e.g., freeway lanes and freeway ramps.
- I. DOCUSIGN means the electronic service used for all signatures to this agreement. The DOCUSIGN tracking will be made a part of this agreement by merging the files.
- J. MUTCD means the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto.
- K. PRIOR RIGHTS means rights associated with one party's use or occupancy of land, or with the facilities located on such land, that are, because of priority in time or other reasons, superior to the rights of the other party.
- L. PROJECT means this ADOT roadway construction project.
- M. RELOCATE or RELOCATION means to move or adjust a UTILITY facility to avoid conflict with PROJECT construction.
- N. RELOCATED FACILITIES means the facilities so moved or adjusted.
- O. UTILITY means THE CITY OF FLAGSTAFF.
- P. UTILITY EMERGENCY means any failure or condition affecting UTILITY's relocated facilities that has a substantial effect on UTILITY's functions and requires immediate action to remedy the failure or condition.
- Q. WORK means engineering, design, preparation of plans, specifications, construction labor, materials and equipment called for in the AGREEMENT, including approved changes in scope.
- R. WORKING DAY means a calendar day, exclusive of Saturdays, Sundays and ADOT recognized holidays, on which weather conditions will permit the UTILITY construction operations to proceed for a major part of the day with the normal working force.

III. AGREEMENT

A. Construction Requirements

The UTILITY shall furnish all necessary engineering, design, plans, specifications, covering the RELOCATION of and/or adjustments to its existing facilities in accordance with the UTILITY plans marked EXHIBIT "B".

1. ADOT to Provide for the Construction of Facilities

ADOT will provide in its contract with ADOT contractor to RELOCATE UTILITY's non-prior right facilities and/or construct betterments.

2. Maintenance

Maintenance operations and associated costs for the UTILITY facilities covered by the AGREEMENT will be the responsibility of the UTILITY.

B. Transfer of Land Interests

Since the UTILITY does not have PRIOR RIGHTS no land interests are transferred.

C. Permit

The UTILITY will obtain a permit from ADOT and will provide applicable insurance for those facilities remaining within the highway right-of-way or for any work proposed within ADOT's right-of-way of the PROJECT.

1. Normal Permit for Non-Prior Rights Facilities

ADOT will grant to the UTILITY a normal permit for non-prior rights facilities remaining within the highway right-of-way.

2. Joint Occupancy

The UTILITY understands ADOT's and all of its agents' right to construct, maintain, and operate highway facilities over/under the UTILITY facilities within the highway Right-of-Way. ADOT retains the right to permit other occupancies.

D. Traffic

The UTILITY shall not maintain, construct, reconstruct, inspect or operate any of its facilities from highway traffic lanes or ramps within the CONTROLLED ACCESS right-of-way. In case of an ADOT EMERGENCY involving UTILITY's facilities, UTILITY shall have reasonable use of the roadway notwithstanding the foregoing restriction. In case of a UTILITY EMERGENCY, UTILITY shall have use of ADOT right of way outside the highway traffic lanes or ramps as it reasonably deems necessary to correct, repair, replace or reconstruct facilities affected by the UTILITY EMERGENCY. The UTILITY shall, as soon as practical during any ADOT EMERGENCY or UTILITY EMERGENCY repairs, provide appropriate safety devices to protect the highway user as set forth in the MUTCD (Including all official changes thereto), for all work within ADOT right of way.

E. Start/Completion Date

The RELOCATION will be accomplished during the PROJECT construction by ADOT.

F. Subcontracting

The RELOCATION will be performed by ADOT's contractor and/or subcontractor.

G. Blue Stake

For WORK performed by ADOT's contractor for the PROJECT, it is understood that ADOT is acting as a third party on behalf of the UTILITY, administering the construction of UTILITY's facilities. At no time is ADOT to be considered the owner of, or locator for, the UTILITY's facilities. ADOT's contractor for the PROJECT shall locate any underground facilities installed by ADOT's contractor (or subcontractor of any tier) for ADOT's PROJECT as prescribed by A.R.S. 40-360.21 through 40-360.32, until (i) the PROJECT is accepted by ADOT and ADOT has given UTILITY one month's prior notice or (ii) until the time the facility is tested and placed into

service by UTILITY, at which time (whichever is earlier) UTILITY shall assume Blue Staking responsibility. The transfer of Blue Stake responsibility to UTILITY shall not affect UTILITY's rights to inspect the RELOCATED FACILITIES, to require correction of any defects, or any other rights under this AGREEMENT.

H. Acceptance Date

The acceptance date of this AGREEMENT shall be the day which the last party executes the AGREEMENT.

IV. SCHEDULES AND PAYMENTS

A. UTILITY CONSTRUCTION Schedule

Any service connections and system startup is the UTILITY's responsibility and will accommodate the PROJECT construction schedule.

B. Payments

The UTILITY will be responsible for the cost of RELOCATION and BETTERMENT and any WORK performed by ADOT for non-PRIOR RIGHTS facilities and/or BETTERMENT facilities. The UTILITY shall pay ADOT's total cost of performing work for the UTILITY. It is agreed that the total cost shall consist of the actual amount paid to ADOT's consultant/contractor for performing any design or construction WORK, all costs will be subject to 25% to cover ADOT's cost of construction engineering, inspection and administration. The estimated total cost for RELOCATION and/or BETTERMENT is set forth in EXHIBIT "A".

1. Changes in Scope of Work

In the event conditions or circumstances require a change in the scope of work on the RELOCATION and/or BETTERMENT as set forth in EXHIBIT "B", each party shall agree in writing to the changes, including payment responsibilities prior to doing the work.

2. Submission of Invoices

Following completion of the PROJECT, ADOT will determine the final total cost. If ADOT's final total cost differs from the estimated amount previously paid by the UTILITY, ADOT will refund the amount of overpayment, or will invoice the UTILITY for the additional amount due. ADOT will make any such refund within ninety (90) calendar days after completion of the project.

3. Payment of Invoices

The UTILITY shall attach payment in the amount of the estimated total cost as set forth in EXHIBIT "A" when it returns this AGREEMENT to ADOT for final execution. The UTILITY agrees to pay ADOT the additional amount due within ninety (90) days of receipt of the final invoice.

4. Reimbursements

Not Applicable.

V. LIABILITY

ADOT and the UTILITY each agree to be liable to the other party for its own acts of negligence and the negligence of its own employees.

VI. STATUTORILY MANDATED TERMS

A. Arbitration

The parties shall use arbitration after exhausting applicable administrative remedies to resolve disputes arising out of this AGREEMENT where the sole relief sought is monetary damages of \$100,000 or less exclusive of interest and costs, as provided in A.R.S. § 12-1518.

B. Budget Limitations

This AGREEMENT is subject to the provisions of Chapter 1 of Title 35, Arizona Revised Statutes.

C. Executive order 75-5 and 2009-9

The UTILITY shall comply with all applicable provisions of Executive Order 75-5 and 2009-9, "Non-Discrimination in Employment by Government Contractors and Subcontractors".

D. Cancellation by Governor

All parties hereby are put on notice that this AGREEMENT is subject to cancellation by the Governor pursuant to A.R.S. § 38-511.

VII. MISCELLANEOUS CONDITIONS

A. Communication for this AGREEMENT

Communication required to be given pursuant to this AGREEMENT shall be:

Arizona Department Of Transportation
Utility and Railroad Engineering Section
Attn.: Engineer - Manager
205 South 17th Avenue, Mail Drop 618E
Phoenix, AZ 85007
FAX: (602) 712-3229

City of Flagstaff Water Services Division
Andy Bertelsen
211 W Aspen Ave.
Flagstaff, AZ 86001
(928) 213-2411
ABertelsen@flagstaffaz.gov

B. AGREEMENT Content and Modification

This AGREEMENT, including any schedules, exhibits or attachments hereto, constitutes the entire agreement between the parties, and no understanding or obligation not expressly set forth herein shall be binding upon them. No modification, amendment or alteration of this AGREEMENT shall be valid unless it is in writing and signed by both parties.

C. Laws

This AGREEMENT shall be governed by the laws of the State of Arizona.

D. Breach of AGREEMENT

The waiver by either party of any breach or failure to provide full performance under any of the terms or conditions of this AGREEMENT shall not be construed as a waiver of any other term or condition, or of any subsequent breach of the same or any other term or condition.

E. Records Retention and Audit

Not Applicable.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT.

THE CITY OF FLAGSTAFF

ARIZONA DEPARTMENT OF
TRANSPORTATION

By: _____

JOHN S. HALIKOWSKI, DIRECTOR

Title: Mayor

By: _____

Its: Paul Deasy

Victoria D. Bever, Manager
Utility & Railroad Engineering

Date: _____

Date: _____

ACKNOWLEDGMENT BY ATTORNEY GENERAL

AG Contract No. _____

APPROVED

Assistant Attorney General
Attorney for Department of Transportation

AGREEMENT: 3770-21-COF

EXHIBIT A

Agreement No.	3770-21-COF
TRACS No.	89A CN 402 F0296 01C
PROJECT No.	A89-B(224)T
Location	City of Flagstaff

Agreement Scope of Work: ADOT will be resetting 27 Manholes and 37 Water Valves for the City of the Flagstaff

SUMMARY OF ESTIMATED COSTS

ITEM NUMBER	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL
5050201	RESET FRAM AND COVER FOR MANHOLE	EACH	27	\$1,500	\$40,500
8080646	RESET FRAME AND COVER FOR WATER VALVE	EACH	37	\$800	\$29,600
				SUBTOTAL	\$70,100
				25% for Construction, Engineering, & Administration	\$17,525
				TOTAL ESTIMATE	\$87,625
AMOUNT DUE TO ADOT AT DATE OF AGREEMENT SIGNING BY CITY OF FLAGSTAFF = \$87,625					

EXHIBIT "A"

SIDEWALK AND CURB AND GUTTER TABLE									
R/L of CL	Begin Station	End Station	Remove/Replace		Comments	R/L of CL	Begin Station	End Station	Comments
			Sidewalk (Sq Ft)	Curb and Gutter (Ft)					
LI	7399+20	7399+40		20		LI	7432+03	7432+45	
LI	7400+30	7402+46	1,081			LI	7434+38	7434+43	25
LI	7401+96	7402+46		50		LI	7434+96	7435+19	115
RI	7402+09	7402+17		8		LI	7436+27	7436+35	40
LI	7403+57	7403+68	55	11		RI	7440+71	7440+81	50
LI	7403+62	7405+45	1,833			LI	7440+78	7440+94	64
LI	7405+20	7405+45		25		LI	7441+28	7441+50	110
RI	7406+16	7406+50	168			LI	7441+58	7448+59	510
LI	7406+20	7412+65	3,225			LI	7449+03	7450+30	637
RI	7406+89	7407+34	175			RI	7449+10	7449+60	240
RI	7407+84	7409+37	775			RI	7450+04	7451+82	897
RI	7409+68	7410+80	560			LI	7450+74	7451+98	618
RI	7411+50	7411+62	60			RI	7452+41	7453+63	613
LI	7413+19	7416+29	1,547			LI	7454+27	7454+89	518
RI	7416+08	7416+14	30			RI	7454+35	7455+80	725
RI	7417+28	7419+63	1,176			LI	7455+91	7456+01	60
RI	7418+19	7418+43		24		LI	7457+70	7458+02	160
RI	7420+53	7425+07	2,270			LI	7459+46	7458+66	100
RI	7423+04	7423+20		16		LI	7459+46	7458+66	100
RI	7424+37	7424+67		30		RI	7459+46	7458+66	100
LI	7424+85	7425+01		16		LI	7459+46	7458+66	100
LI	7425+80	7425+92	48	12	SW W=4'	RI	7459+46	7458+66	100
RI	7426+25	7426+34	54		SW W=6'	LI	7459+46	7458+66	100
RI	7427+69	7428+02		36		LI	7459+46	7458+66	100
RI	7428+08	7429+38	780		SW W=6'	RI	7459+46	7458+66	100
LI	7428+40	7428+63	101		SW W=4'	LI	7459+46	7458+66	100
RI	7430+30	7430+37	42		SW W=6'	RI	7459+46	7458+66	100
RI	7430+76	7434+18	2,052		SW W=6'	RI	7459+46	7458+66	100
LI	7431+83	7432+03	80		SW W=4'	RI	7459+46	7458+66	100
Totals This Column:			16,112	248		Totals This Column:			6,338 34

DRIVEWAY TABLE					
Offset (Ft)	Station	Turnout Width (Ft)	Remove/Replace		Comments
			Area (Sq Ft)	Curb and Gutter (Ft)	
32.8	RI	7406+75	35	426	49
33.0	RI	7407+59	35	426	49
32.5	LI	7412+92	40	471	54
32.7	LI	7424+63	30	381	44
32.8	LI	7426+14	30	381	44
33.6	LI	7427+20	30	381	44
32.7	LI	7428+26	15	246	29
32.4	RI	7429+58	25	336	39
32.4	RI	7430+57	25	336	39
32.3	RI	7434+37	25	336	39
32.5	RI	7439+35	40	471	54
32.5	RI	7440+08	50	561	64
32.6	LI	7441+11	20	291	64
32.4	LI	7441+81	50	561	64
32.4	LI	7441+81	30	381	44
32.5	LI	7448+81	30	381	44
32.8	RI	7449+82	30	381	44
32.6	LI	7450+52	30	381	44
Totals This Sheet: 7,128 852					

Notes:
See Curb, Gutter, and Sidewalk Summary for additional notes
Curb and Gutter Std C-05.10 Type D h=6"
Driveways Std C-05.20

FRAME AND COVER ADJUSTMENT TABLE					
Offset (Ft)	Station	Type	Offset (Ft)	Station	Type
65.0	LI	7403+19	12.1	RI	7458+91
45.1	LI	7404+88	17.2	RI	7458+92
41.9	LI	7407+53	24.4	LI	7458+10
37.4	RI	7409+16	19.0	RI	7458+06
36.9	RI	7409+92	17.7	RI	7458+78
33.2	LI	7411+09	11.1	LI	7458+86
37.8	LI	7417+38	10.5	RI	7458+87
45.3	RI	7418+90	35.4	RI	7458+05
47.1	LI	7420+57	24.0	LI	7458+13
45.4	RI	7421+49	18.8	RI	7458+04
37.9	RI	7424+52	33.8	LI	7458+46
38.7	RI	7437+56	23.5	LI	7458+31
37.9	LI	7437+83	37.3	RI	7458+60
39.3	LI	7438+69	29.0	RI	7458+83
16.2	RI	7440+71	0.5	RI	7458+05
38.1	LI	7442+56	27.5	RI	7458+05
29.3	RI	7445+91	37.5	RI	7458+14
26.4	RI	7446+50	41.8	RI	7458+46
25.2	RI	7446+51	21.4	RI	7458+73
42.5	RI	7451+33	23.0	LI	7458+54
19.6	RI	7451+97	23.5	RI	7458+02
21.4	RI	7452+34	11.0	LI	7458+76
12.3	RI	7453+59	22.4	RI	7458+15
94.6	LI	7454+62	21.1	RI	7458+57
20.1	RI	7454+75	23.5	RI	7458+99
48.9	LI	7455+96	23.5	RI	7458+22
20.5	RI	7456+16	23.3	LI	7458+14
41.5	LI	7456+81	18.7	RI	7458+65
18.6	RI	7457+33	11.9	LI	7458+91
11.9	RI	7457+41	0.3	LI	7458+06
11.9	RI	7457+41	35.5	LI	7458+08
24.5	LI	7458+12	15.9	RI	7458+12
13.1	LI	7458+23	20.6	RI	7458+14
20.3	RI	7458+51	24.0	RI	7458+22

EXHIBIT B

Notes:
See Curb, Gutter, and Sidewalk Summary Sheets for additional notes and sidewalk ramp locations.
All Sidewalk Std C-05.20 W=5' unless otherwise noted
All Curb & Gutter Std C-05.10 Type D h=6"
All Driveways Std C-05.20

STAGE IV Review NOT FOR CONSTRUCTION OR RECORDING	PRELIMINARY			ARIZONA DEPARTMENT OF TRANSPORTATION				SR 89A	F.H.W.A. Arizona Division	STATE ARIZ.	PROJECT NO. 89A CN 402	FEDERAL ID NO. A89-B(224)T	SHEET NO. 4	TOTAL SHEETS 36	RECORD DRAWING
	DESIGN	J. KESSLER	08/01	INFRASTRUCTURE DELIVERY AND OPERATIONS DIVISION				402							
	CHECKED	C. PULIDO	08/01	ROADWAY DESIGN SECTION											
	TEAM LEADER			DESIGN SHEET											
								LOCATION	SR 89A - I-408		SHEET 3 OF 3				
								TRACS NO.	F0298 01C		OF				

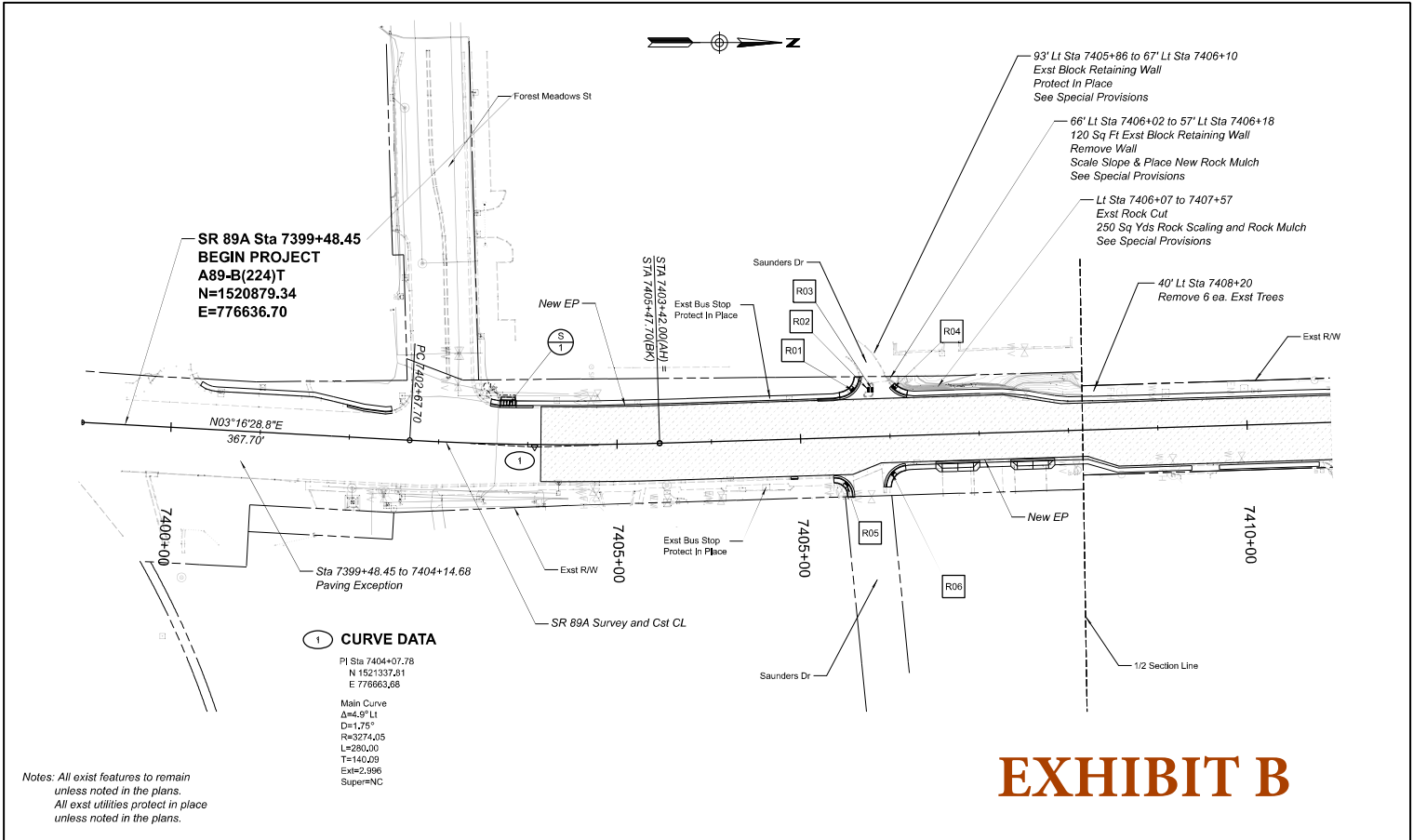


EXHIBIT B

PRELIMINARY STAGE IV Review NOT FOR CONSTRUCTION OR RECORDING	NAME		DATE	ARIZONA DEPARTMENT OF TRANSPORTATION INFRASTRUCTURE DELIVERY AND OPERATIONS DIVISION ROADWAY DESIGN SECTION PLAN SHEET STA 7399+00 TO 7411+00	SHEET SR 89A 402 STRUCTURE NO.	F.J.H.W.A. Arizona Division ARIZ. SR 89A - I-408 TRACS NO. F0296 01C	STATE	PROJECT NO. 89A CN 402	FEDERAL ID NO. A89-B(224)T	SHEET NO. 11	TOTAL SHEETS 36	RECORD DRAWING
	DESIGN	A. KESSLER	08/21									
	DRAWN	A. KESSLER	08/21									
	CHECKED	C. PALCO	08/21									
	TEAM LEADER	N. EGORAL										

Notes: All exist features to remain unless noted in the plans.
All exist utilities protect in place unless noted in the plans.

CURVE DATA

PI Sta 7404+07.78
N 1521337.81
E 776663.68

Main Curve
Δ=44.9° Lt
D=1.75°
R=3274.05
L=280.00
Ts=140.09
Eht=2.985
Super=NC

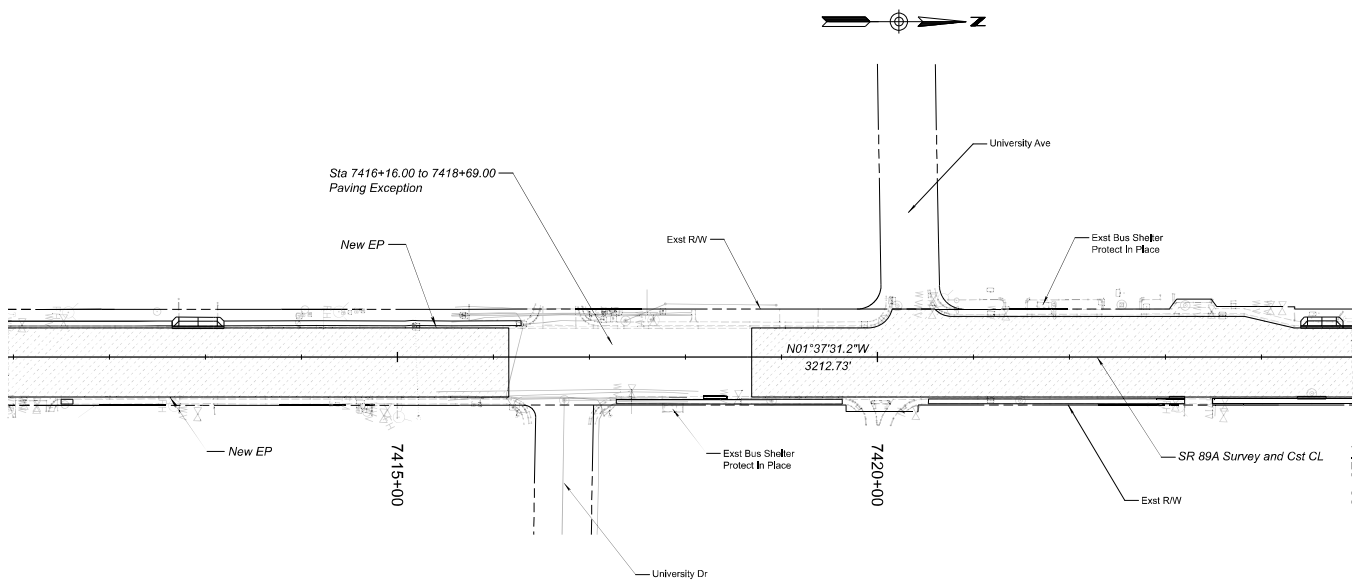


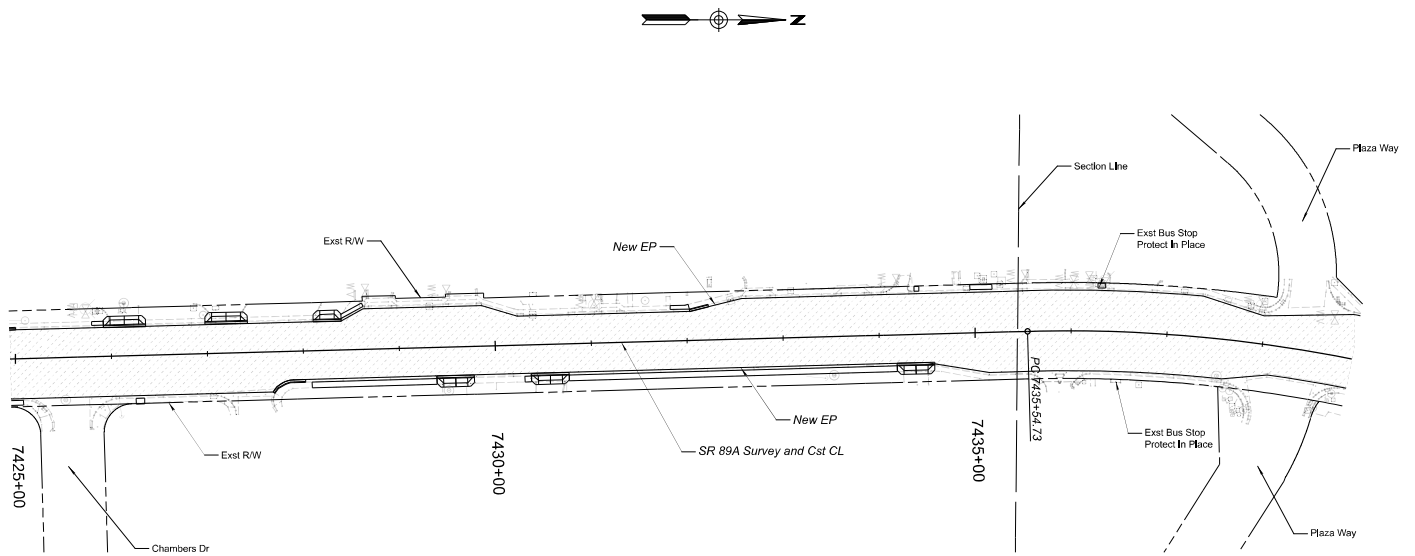
EXHIBIT B

Notes: All exst features to remain
unless noted in the plans.
All exst utilities protect in place
unless noted in the plans.

PRELIMINARY STAGE IV Review NOT FOR CONSTRUCTION OR RECORDING	NAME	DATE	ARIZONA DEPARTMENT OF TRANSPORTATION INFRASTRUCTURE DELIVERY AND OPERATIONS DIVISION ROADWAY DESIGN SECTION	ROUTE	SR 89A	F.J.H.W.A. Arizona Division	STATE	PROJECT NO.	FEDERAL ID NO.	SHEET NO.	TOTAL SHEETS	RECORD DRAWING		
	DESIGN	A. KESSLER		08/21			SR 89A	ARIZ.	89A CN 402	A89-B(224)T	12		36	
	DRAWN	A. KESSLER		08/21			REVISION	402	LOCATION	SR 89A - I-408	TRACS NO.		F0296 01C	OF
	CHECKED	C. PALCO		08/21			STRUCTURE NO.							
	TEAM LEADER	N. EGGHALL												
PLAN SHEET														
STA 7411+00 to 7425+00														

A08647020201105231 AM

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Notes: All exist features to remain
unless noted in the plans.
All exist utilities protect in place
unless noted in the plans.

EXHIBIT B

PRELIMINARY STAGE IV Review NOT FOR CONSTRUCTION OR RECORDING	DESIGN	A. KESSLER	08/21
	DRAWN	A. KESSLER	08/21
	CHECKED	C. PALCO	08/21
	TEAM LEADER	N. EGORAL	
ARIZONA DEPARTMENT OF TRANSPORTATION INFRASTRUCTURE DESIGN AND OPERATIONS DIVISION ROADWAY DESIGN SECTION			
PLAN SHEET STA 7425+00 to 7439+00			
PROJECT	SR 89A	STATE	FJLWA, Arizona Division
REPORT	402	ARIZ.	69A CN 402
LOCATION	SR 89A - I-408		
STRUCTURES	TRACS NO. F0296 01C		
PROJECT NO.		FEDERAL ID NO.	A89-B(224)T
SHEET NO.		13	36
SHEET 3 OF 6		OF	

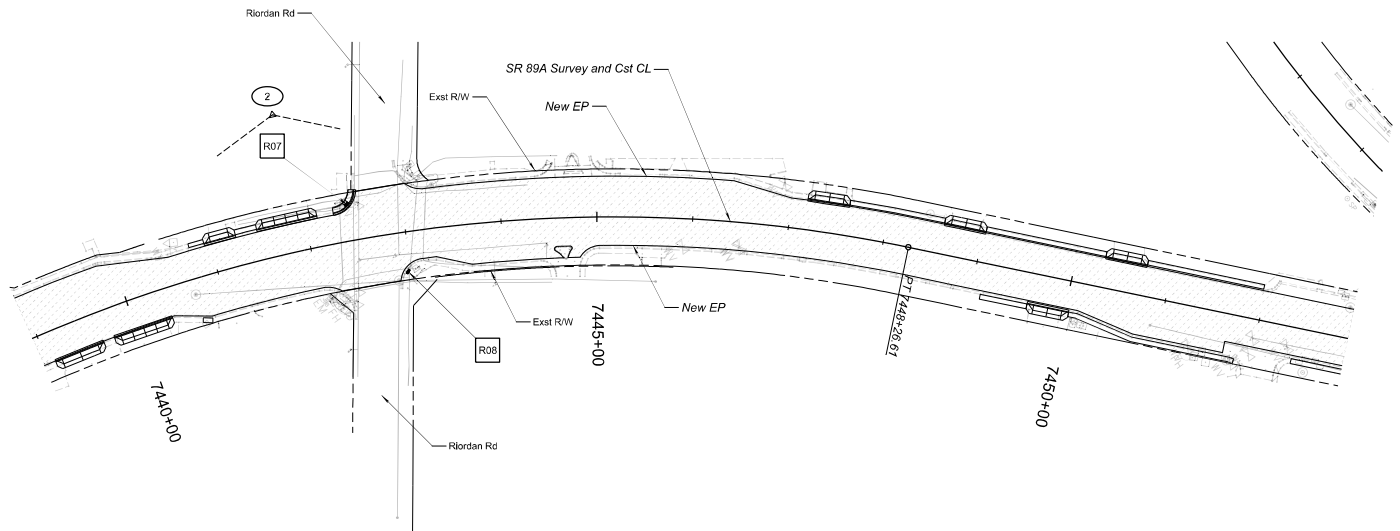
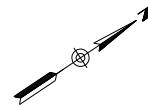
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2 CURVE DATA

PI Sta 7442+31.23
N 1525365.51
E 776549.40

Main Curve
Δ=49.31° Rt
D=3.80°
R=1508.48
L=1271.88
T=676.20
Ext=144.75
Super=NC



Notes: All exst features to remain
unless noted on the plans.
All exst utilities protect in place
unless noted on the plans.

EXHIBIT B

PRELIMINARY STAGE IV Review NOT FOR CONSTRUCTION OR RECORDING	DESIGN	A. KESSLER	08/21
	DRAWN	A. KESSLER	08/21
	CHECKED	C. PALCO	08/21
	TEAM LEADER	N. EGORAL	
ARIZONA DEPARTMENT OF TRANSPORTATION INFRASTRUCTURE DESIGN AND OPERATIONS DIVISION ROADWAY DESIGN SECTION			
PLAN SHEET STA 7439+00 to 7453+00			
PROJECT NO. SR 89A		STATE F.L.W.A. Arizona Division	PROJECT NO. 69A CN 402
REPORT NO. 402		LOCATION SR 89A - I-408	FEDERAL ID NO. A89-B(224)T
STRUCTURE NO.		TRACS NO. F0296 01C	SHEET NO. 14
			TOTAL SHEETS 36
			RECORD DRAWING
			SHEET 4 OF 6
			OF

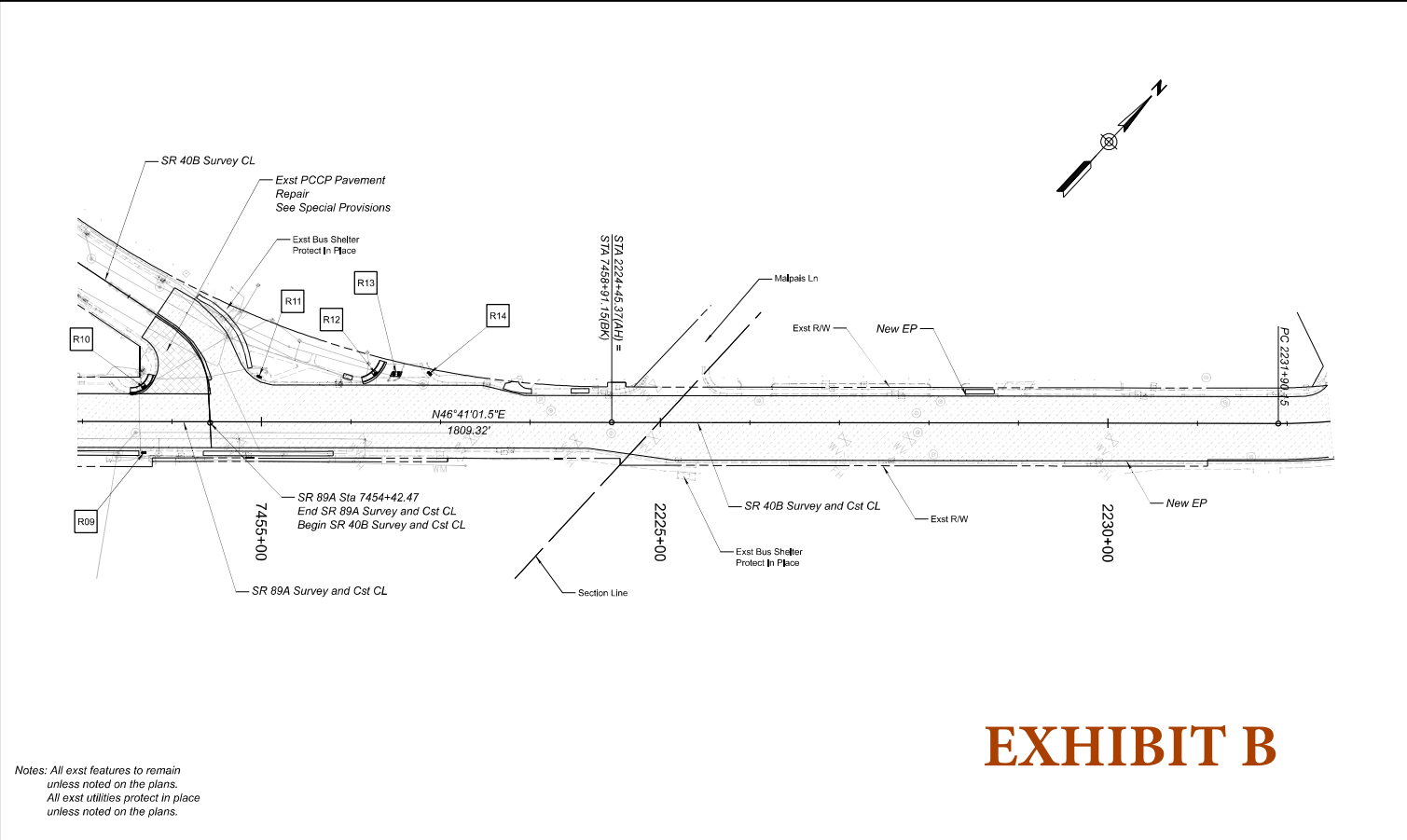
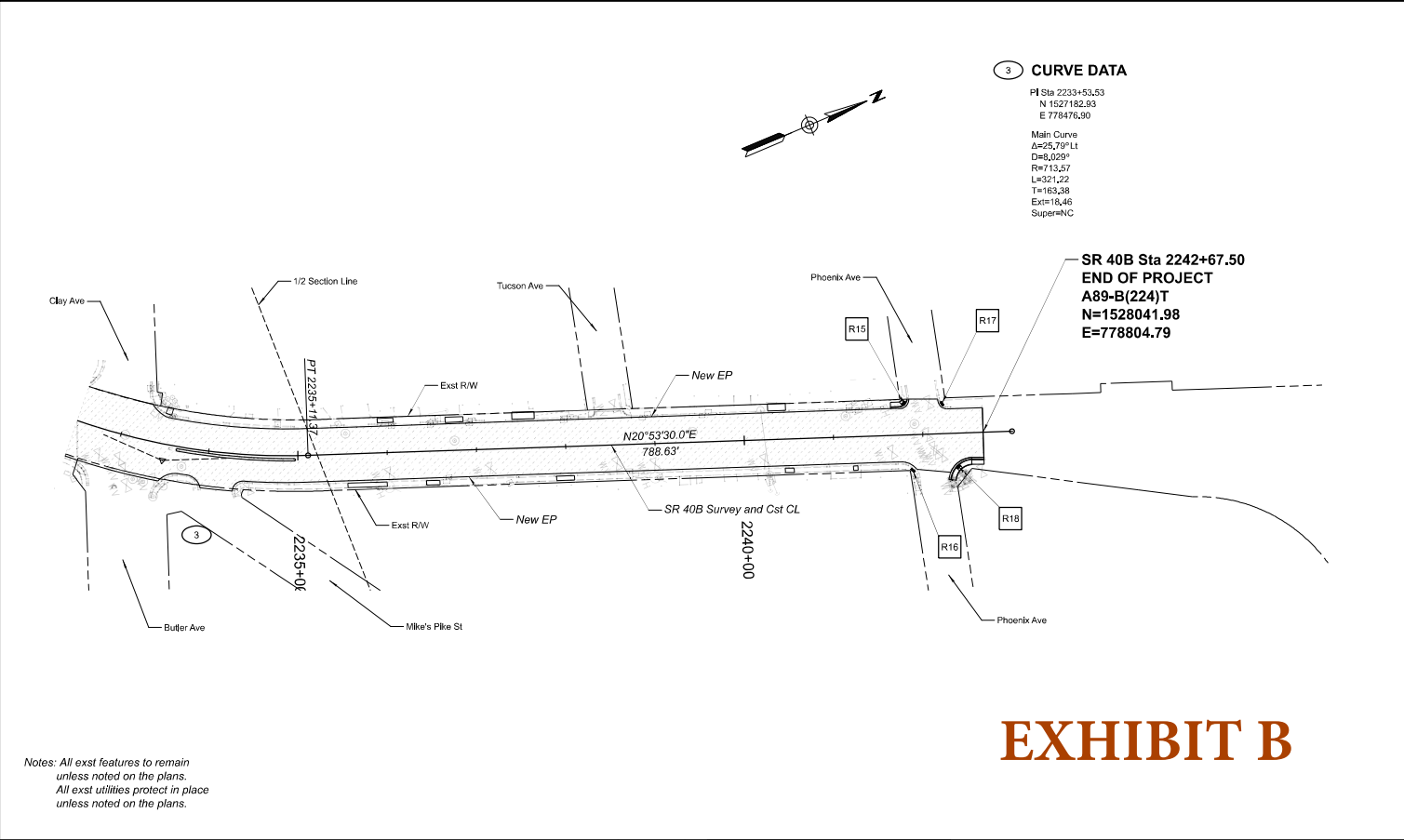


EXHIBIT B

<div>PRELIMINARY</div> <div>STAGE IV</div> <div>Review</div> <div>NOT FOR CONSTRUCTION OR RECORDING</div>	NAME		DATE	ARIZONA DEPARTMENT OF TRANSPORTATION INFRASTRUCTURE DESIGN AND OPERATIONS DIVISION ROADWAY DESIGN SECTION	PROJECT SR 89A	STATE ARIZ.	PROJECT NO. 89A CN 402	FEDERAL ID NO. A89-B(224)T	SHEET NO. 15	TOTAL SHEETS 36	RECORD DRAWING	
	DESIGN		A. KESSLER									08/21
	DRAWN		A. KESSLER									08/21
	CHECKED		C. PALCO									08/21
	TEAM LEADER				H. EGGHALL	PLAN SHEET	LOCATION	SR 89A - I-408	SHEET 15 OF 36			
			STA 7453+00 Bk to 2232+00 Ahd	STRUCTURE NO.	TRACS NO. F0296 01C		OF					

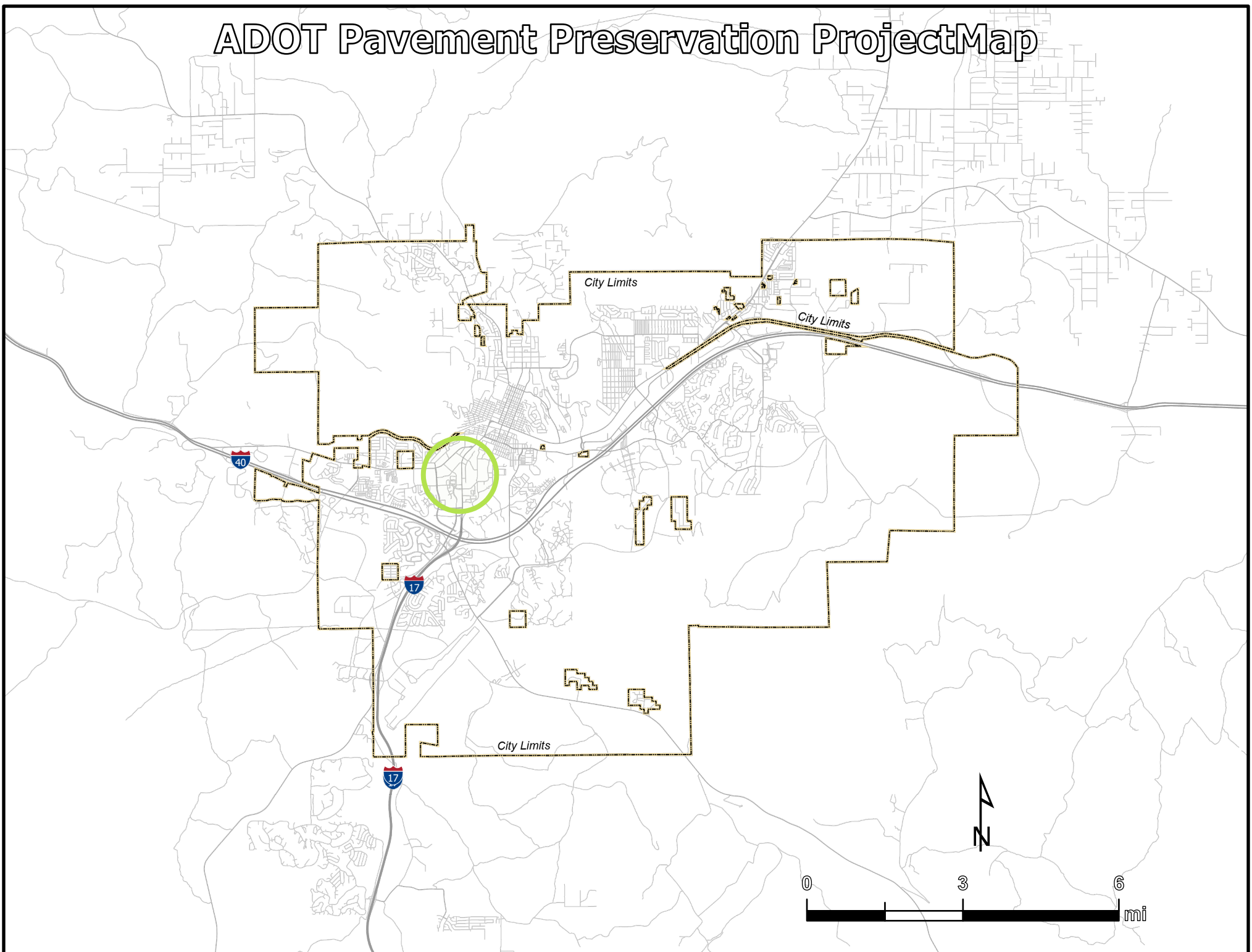


Notes: All exst features to remain
unless noted on the plans.
All exst utilities protect in place
unless noted on the plans.

EXHIBIT B

<div>PRELIMINARY</div> <div>STAGE IV</div> <div>Review</div> <div>NOT FOR</div> <div>CONSTRUCTION</div> <div>OR RECORDING</div>	NAME		DATE	ARIZONA DEPARTMENT OF TRANSPORTATION INFRASTRUCTURE DELIVERY AND OPERATIONS DIVISION ROADWAY DESIGN SECTION	SR 89A	F.J.H.W.A. Arizona Division	STATE	PROJECT NO.	FEDERAL ID NO.	SHEET NO.	TOTAL SHEETS	RECORD DRAWING	
	DESIGN		A. KESSLER				08/21	ARIZ.	69A CN 402	A89-B(224)T	16		36
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	CHECKED		C. PALCO				08/21						
	TEAM LEADER		N. EGRIAL										
PLAN SHEET				REPORT 402	LOCATION	SR 89A - I-408							
STA 2232+00 to 2243+00				STRUCTURE NO.	TRACS NO. F0296 01C							SHEET 16 OF 36	

ADOT Pavement Preservation ProjectMap



ADOT Pavement Preservation Project and CoF Utility Adjustment Agreement

November 16, 2021





Goal



Coordinating efforts with ADOT to efficiently deliver a safe and resilient infrastructure for our city.



Overview



- ADOT's Highway Project will Resurface Milton Road from Forest Meadows Street to Phoenix Avenue
- City-owned underground infrastructure is affected
- Work to begin in the 2022 construction season



Existing Conditions



- Resurfacing increases the life of the road
- 27 Manholes to be raised to the new street surface level
- 37 Water Valves to be raised to the new street surface level



Staff Request

Option 1:

Approve the Utility Agreement with ADOT in the amount of \$87,538.00

- A requirement for Utility Certification and use of Federal funds
- Allows ADOT to solicit bids for the project
- Enhances the quality and resilience of our streets and infrastructure



Staff Request



Option 2:

Reject the Utility Agreement with ADOT

- Jeopardize ADOT's Highway Project and Federal funding
- Prevent ADOT from releasing a bid solicitation
- Less resilient street and infrastructure
- Defers maintenance and possibly increases future construction costs



Summary



Staff recommends that Council approve the Utility Agreement, to provide the necessary funding to assist ADOT's Highway Project and improve the safety and resilience of Milton Road.

Questions?

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Jessica Cortes, Court Administrator
Co-Submitter: Heidi Lofgren
Date: 11/10/2021
Meeting Date: 11/16/2021



TITLE:

Consideration and Adoption of Resolution No. 2021-49: A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement Between Coconino County and the City of Flagstaff for the Criminal Justice Integration System

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2021-49 by title only
- 2) City Clerk reads Resolution No. 2021-49 by title only (if approved above)
- 3) Adopt Resolution No. 2021-49

Executive Summary:

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

The County and the City entered into an intergovernmental agreement in 2005, for the County to provide operational and maintenance support for a central integration environment to provide for the indirect exchange of criminal justice information to Flagstaff Justice Court, Flagstaff Police Department and Flagstaff Municipal Court and City Attorney's Office. The Agreement provided for a one-year term, and an option to renew for a five-year term. The parties renewed the agreement for a five-year period, from 2006 to 2011, after which the Agreement continued, on a year-to-year basis. In 2016, the parties clarified that the County would continue to support the components in accordance with the standards supported by the Administrative Office of the Courts and the total costs to support the components were revised to accurately reflect ongoing maintenance. Additionally, we worked with our justice system partners to move the support and development of the CJIS into a contract with a provider who is better able to manage the system. Since 2016, the contract agreement has been in place and services have been managed through the contract between Pragmatica and Coconino County. The parties now wish to renew the Agreement for a ten-year period, to continue to participate in the CJIS to maintain and develop further data sharing projects between the various entities. Therefore, we are respectfully requesting approval of this IGA between the City and County. It should be noted that the funding for the CJIS and this IGA has

been included in the budget of the Flagstaff Municipal Court since 2005 and is part of our approved budget for fiscal year 2022.

Financial Impact:

Funding for this intergovernmental agreement is provided for in the Court's fiscal year 2022 approved budget.

Policy Impact:

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

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

Priority Based Budget Key Community Priorities and Objectives

High Performing Governance

Has There Been Previous Council Decision on This:

The City Council approved the original intergovernmental agreement for the CJIS on September 6, 2005. A five (5) year extension was entered from 2006 to 2011. The IGA continued, on an annual basis after 2011. In 2016 the parties renewed the agreement for a five-year period. Funding on an annual basis has been provided in each fiscal year since 2005.

Attachments: Res. 2021-49
 CJI IGA

RESOLUTION NO. 2021-49

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY AND THE CITY OF FLAGSTAFF FOR THE CRIMINAL JUSTICE INTEGRATION SYSTEM

RECITALS:

WHEREAS, Coconino County and the City of Flagstaff (PARTIES) desire to enter into an Intergovernmental Agreement for the Criminal Justice Integration System; and

WHEREAS, the PARTIES recognize the importance of interagency cooperation; and

WHEREAS, it is the intent and desire of the PARTIES hereto to provide operational and maintenance support for a central integration environment to provide for the indirect exchange of criminal justice information to Flagstaff Justice Court, Flagstaff Police Department and Flagstaff City Court and City Attorney's Office, to the greatest extent possible under the laws of the State of Arizona.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between Coconino County and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 16th day of November 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
IGA CRIMINAL JUSTICE INTEGRATION SYSTEM

INTERGOVERNMENTAL AGREEMENT
FOR THE
CRIMINAL JUSTICE INTEGRATION SYSTEM
BETWEEN

CITY OF FLAGSTAFF, an Arizona municipal corporation, of 211 West Aspen Street, Flagstaff, Arizona 86001 (hereinafter the “City”),

AND

COCONINO COUNTY, a political subdivision of the State of Arizona, of 219 East Cherry Avenue, Flagstaff, Arizona 86001, (hereinafter the “County”);

WHEREAS:

- A. The County and the City entered into an intergovernmental agreement (hereinafter the “Agreement”) commencing on the 1st day of July 2005, for the County to provide operational and maintenance support for a central integration environment (hereinafter the “Components”). The Components provide for the indirect exchange of criminal justice information to Flagstaff Justice Court, Flagstaff Police Department and Flagstaff City Court and City Attorney’s Office;
- B. The Agreement provided for a one (1) year term, and an option to renew for a five (5) year term;
- C. The parties renewed the agreement for a five (5) year period, from 2006 to 2011 after which the Agreement continued on a year-to-year basis;
- D. The parties wish to clarify that the County will continue support the Components in accordance with the standards supported by the Arizona Office of the Courts (AOC) and the total costs to support the Components will be revised to accurately reflect ongoing maintenance, see Schedule A.
- E. The parties wish to renew the Agreement for a ten (10) year period.

THEREFORE, in consideration of their mutual promises set out herein, the City and the County agree as follows:

- 1. The County will operate and maintain the Components including replacements of the Criminal Justice Integration System (CJIS) Production Server(s).
- 2. The County shall establish, maintain, and upgrade as needed the CJIS infrastructure, both hardware and software, along with needed connectivity. The County shall allow access to the system by approved vendors in a timely manner for needed maintenance, repairs or

expansion of the system as determined by the Criminal Justice Integration governance committee and in accordance with the County's Information Technology Security Policy and the Arizona Criminal Justice Integration System Security Policy.

3. The City shall reimburse the County for the City's proportional share of the Total Costs in accordance with Schedule "A" attached hereto, which is to be reconciled to actual costs for the final payment in each fiscal year for the duration of this Agreement. The County shall issue an invoice to the City quarterly for the City's proportional share of the Total Costs in arrears. The City shall pay such quarterly invoices within Thirty (30) days after receipt thereof.

4. The term of this IGA shall commence on July 1, 2021 and remain in effect for a period of ten (10) years unless terminated earlier. Either party may terminate this Agreement by giving ninety (90) days written notice of termination to the other party. Notwithstanding the foregoing, written notice of termination shall not be given during the last ninety (90) days of any fiscal year.

5. In addition to the requirements in Section 6 of this Agreement, the parties shall not engage in or permit any activity which will cause the cancellation of, or increase the existing premiums on, any insurance relating to this Agreement.

6. To the fullest extent permitted by law, the parties agree to indemnify, defend, save and hold harmless the other party, and its officers, officials, council members, citizens, agents, employees and volunteers for, from and against any and all claims, demands, actions, liabilities, damages, losses, or expenses (including court costs, reasonable attorney's fees, and costs of claim processing, investigation and litigation) (hereinafter collectively referred to as "Claims") including but not limited to, personal injury (including death) or property damage caused, in whole or in part, by the acts, errors, omissions, negligence, or alleged negligence of that party, or of that party's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of County to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnified party shall, in all instances, except for Claims arising solely from the negligent acts of the Indemnified party, be indemnified by the indemnifying party for, from and against any and all Claims. It is agreed that the indemnifying party will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

7. Each party shall procure and maintain for the duration of the Agreement insurance against claims for injury to persons or damage to property, which may arise from or in connection with this Agreement by the parties, party's agents, representatives, employees or contractors and commercial property insurance. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained herein.

8. This document constitutes the entire agreement between the parties with respect to the subject matter hereto and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements, and other communications between the parties. It may not be changed or modified except by an instrument in writing signed by a duly

authorized representative of each party.

9. The failure of either party at any time to require performance by the other party of any provisions hereof will in no way affect the party's subsequent rights and obligations under that provision. Waiver by either party of the breach of any provision hereof will not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

10. Any notice given in connection with this IGA must be given in writing and delivered either by hand to the party or by certified mail-return receipt to the party's place of business as set forth above.

11. Any dispute under this IGA or related to this IGA will be decided in accordance with the laws of the State of Arizona.

12. If any part of this IGA is held to be unenforceable, the rest of the IGA will nevertheless remain in full force and effect.

13. The parties agree that this IGA may be cancelled for conflict of interest in accordance with A.R.S. § 38-511.

14. This IGA shall be filed with the Coconino County Recorder upon execution pursuant to A.R.S. § 11-952.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have executed this IGA as of the date herein before indicated.

CITY OF FLAGSTAFF

COCONINO COUNTY

Paul Deasy, Mayor

Matt Ryan, Board Chair

ATTEST:

ATTEST:

City Clerk

County Clerk

Approved as to form:

Approved as to form:

City Attorney

Deputy County Attorney

SCHEDULE A

Criminal Justice Integration Project Common Costs Supporting the Integration Development and Production Support

Cost Component Description	FY22 Annual Cost
Pragmatica Support Costs:	
1. Annual Maintenance and Support	\$70,000
Central Integration Technical Components:	
1. IBM MQS Integration Middleware	\$7,757
County Operational Hardware:	
1. Managed Physical Server Hosting (1), \$780/month, Basic Support, Backup and Operating System (OS) Management	\$9,362
TOTAL FY22:	\$87,119
TOTAL CITY SHARE @ 50%	\$43,559.50
TOTAL COUNTY SHARE @ 50%	\$43,559.50

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Mark Gaillard, Fire Chief
Date: 11/10/2021
Meeting Date: 11/16/2021



TITLE:

Consideration and Adoption of Resolution No. 2021-50: A resolution to approve an Intergovernmental Agreement (IGA) between City of Flagstaff and Westwood Estates Fire District to provide fire and emergency medical services.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2021-50 by title only
- 2) City Clerk reads Resolution No. 2021-50 by title only (if approved above)
- 3) Adopt Resolution No. 2021-50

Executive Summary:

Staff recommends approval of the IGA with Westwood Estates Fire District. This provides continued contract services including fire and emergency medical responses to the members of our extended Flagstaff community living in the Westwood Estates Fire District. The service will begin on July 1, 2020 at 1201 am and continue through June 30, 2025 at 1159 pm. Throughout this time frame, the city of Flagstaff will provide fire and medical services to the District 24 hours a day for 7 days a week. This agreement was recently approved by the Westwood Estates Fire District governing board and is awaiting City of Flagstaff approval.

Financial Impact:

This IGA is effective July 1, 2021 and will expire June 30, 2025. The contract services will generate \$73,972.63 for year one (FY 21/22) of the IGA with a 2% increase per year thereafter.

FY 21/22 - \$73,972.63
FY 22/23 - \$75,452.08
FY 23/24 - \$76,961.12
FY 24/25 - \$78,500.35
4-year total = **\$304,886.18**

Policy Impact:

No policy impacts have been identified.

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

Safe and Healthy Community: Enhance community engagement and strengthen relationship between the community and public services.

Robust Resilient Economy: Grow and strengthen a more robust, diverse and resilient economy.

High Performing Governance: Serve the public by providing high quality internal and external customer service.

High Performing Governance: Enhance the organizations fiscal stability and increase efficiency and effectiveness.

Has There Been Previous Council Decision on This:

The City of Flagstaff has been providing contract emergency services to the Westwood Estates Fire District for approaching 20 years.

Attachments: Res. 2021-50
 IGA Extension

RESOLUTION NO. 2021-50

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN WESTWOOD ESTATES FIRE DISTRICT AND THE CITY OF FLAGSTAFF ON BEHALF OF THE FLAGSTAFF FIRE DEPARTMENT FOR FIRE SERVICES

RECITALS:

WHEREAS, Westwood Estates Fire District ("the District"), a political subdivision of the State of Arizona, seeks to obtain fire services and emergency medical services; and

WHEREAS, the City of Flagstaff ("the City"), through its Fire Department, operates, manages and maintains fire and emergency medical services; and

WHEREAS, the District and the City are empowered by Arizona Revised Statutes §§ 11-952 to enter into this Agreement; and

WHEREAS, the City Council has read and considered the staff summary report and proposed IGA attached thereto and finds that it is in the best interests of the City to enter into the Agreement.

ENACTMENTS:

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

That the intergovernmental agreement between the District and the City be hereby accepted and approved, and the Mayor be authorized and directed to execute the agreement on behalf of the City.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 16th day of November, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
IGA

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

INTERGOVERNMENTAL AGREEMENT
between
City of Flagstaff
and
Westwood Estates Fire District

This intergovernmental agreement ("Agreement") is entered into this _____ day of _____, 2021 between the City of Flagstaff ("CITY"), an Arizona municipal corporation, with offices at 211 West Aspen Avenue, Flagstaff, Arizona, on behalf of the Flagstaff Fire Department ("DEPARTMENT"), and the Westwood Estates Fire District (the "DISTRICT"), a political subdivision of the State of Arizona, created pursuant to A.R.S. §48-261, with offices at _____, Flagstaff, Coconino County, Arizona. DISTRICT and the CITY may be referred to as a Party or, collectively, as the Parties in this Agreement.

RECITALS

- A. The DISTRICT, a political subdivision formed pursuant to A.R.S. § 48-261, seeks to obtain fire and emergency medical services for the residents of its district and is authorized to do so by A.R.S. § 48-805(7).
- B. The CITY, through its DEPARTMENT, operates, manages and maintains fire and emergency medical services.
- C. The DISTRICT desires that the CITY, through the DEPARTMENT, provide fire and emergency medical services for incidents occurring within the boundary response area of the DISTRICT.
- D. The CITY is authorized to enter into agreements to provide fire protection and emergency medical services by Flagstaff City Code Section 5-01-001-0003 and is willing to provide such services to the DISTRICT in accordance with the terms of this Agreement.

NOW, THEREFORE, pursuant to A.R.S. §11-952, authorizing agreements for services among two or more public agencies, and in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Duration and Termination of Agreement.

This Agreement shall become effective upon execution by the parties. The DEPARTMENT will begin service to the DISTRICT at 12:01 AM on July 1, 2021 and, subject to early termination or

renewal as provided below, will continue to provide services as described in this Agreement to the DISTRICT with the Agreement terminating at 11:59 PM on June 30, 2026. If the parties reach agreement under Section 4.1.3, they shall amend this Agreement to extend the duration for five (5) years, with the Agreement terminating on June 30, 2031. The CITY shall also have the right to terminate this Agreement upon written notice thereof to DISTRICT in the event the DISTRICT fails to make any payment due the CITY under this Agreement within thirty (30) calendar days after receiving written notice from the City that such payment is past due.

2. Level of CITY Services

The CITY, through the DEPARTMENT, agrees to provide fire and emergency medical services to the DISTRICT, twenty-four (24) hours a day, seven (7) days a week as follows:

2.1. Personnel. All DEPARTMENT response personnel will be certified as firefighters under state of Arizona guidelines and certified to the minimum level of Emergency Medical Technician. All response personnel will have been trained to the operations level for Hazardous Materials. 2.2 Staffing Levels. Each fire apparatus responding to an incident within the DISTRICT will be staffed with a minimum of three fire/emergency medical services personnel (collectively, "One Unit"). On confirmed structural fires or larger wild land fires, additional units will be dispatched, as well as a Chief Officer who will assume command operations. A two (2) person rescue vehicle may respond to calls for emergency medical services if it is the closest fire unit available. A two (2) person rescue vehicle may also respond as part of a full force contingent for fire related events.

2.3 Station Locations and Response Assignments. The DEPARTMENT will provide services to the DISTRICT in a manner consistent with that provided within the City of Flagstaff. The DEPARTMENT will not have equipment or personnel stationed at existing or proposed Westwood Estates facilities. The initial response to a structure fire will be a complement of fire companies and a Chief Officer that will provide a minimum of fourteen (14) personnel. An automatic fire alarm sounding will receive a One Unit response and an emergency medical services request will receive the closest available unit which could be an engine or a two (2) person rescue vehicle response. The CITY and the DISTRICT both acknowledge, response times to the DISTRICT will vary, depending upon the circumstances of each call and availability of emergency response units. The CITY may alter staffing assignments, the type of equipment responding, and service levels provided to the DISTRICT if such changes are consistent with changes in CITY practices and procedures.

2.4 Emergency Communications Center (911). The DISTRICT will make every effort to ensure that its residents direct all requests for assistance to the combined City/County Emergency 911 Dispatch Center. This facility is staffed and operated by trained emergency dispatchers 24 hours a day, seven days per week. All communications are time-stamped and radio transmissions are voice recorded. Dispatchers maintain constant contact with responding and on-scene personnel to provide support and to dispatch additional resources.

2.5 Fuel Management. The DEPARTMENT will assist groups or businesses within the

DISTRICT, such as homeowners' associations, developers and others, with the development and implementation of fuel management maintenance plans and will provide periodic assessments of the plans. The DEPARTMENT will report to the DISTRICT any maintenance or storage concerns that it may observe.

2.6 Hydrant Testing. The DEPARTMENT will conduct annual hydrant maintenance testing on all fire hydrants within the DISTRICT with permission of the appropriate water company. The DEPARTMENT will notify the DISTRICT and the appropriate water company in writing with regard to any problems or repair work that is necessary. The DISTRICT will cooperate with the DEPARTMENT and with the appropriate water company to seek to insure that all hydrants are functional and can provide the necessary fire flow to meet the design of the protection system in the DISTRICT. In no event will the DEPARTMENT be liable for any injury, damages or other loss resulting from a failure of the fire hydrants within the DISTRICT to provide the necessary fire flow to meet the design of the protection system in the DISTRICT.

2.7 Road Access. The DISTRICT will cooperate with the DEPARTMENT to ensure that all roadways have clear access for emergency response vehicles. In no event will DEPARTMENT be liable for any injury, damages or other loss resulting from a failure of the DISTRICT to provide clear access for the DEPARTMENT'S emergency response vehicles.

2.8 Personnel and Equipment Shortages. DISTRICT acknowledges and agrees that the occurrence of a major fire, several concurrent fires, other emergency, reduction in force, road closure, or other situation resulting in a shortage of available personnel or equipment may cause DEPARTMENT to respond with fewer units or personnel than specified above.

2.9 Response Time. DISTRICT acknowledges and agrees that DEPARTMENT response times are subject to variations due to existing weather conditions, travel distance for fire units already engaged elsewhere, traffic conditions, property identification and the provision of standard access and routing information to property or individuals, and that under these circumstances DEPARTMENT may be unable to respond, or be delayed in responding, to an emergency call in the DISTRICT.

3. Disposition of Property

During the term of this Agreement any property purchased by the CITY with its own funds will remain the property of the CITY, and any property purchased by the DISTRICT with its own funds will remain the property of the DISTRICT.

4. Fee for Service.

4.1 The DEPARTMENT will provide the services described in this Agreement for the fees described below:

Pursuant to Flagstaff City Code, Section 5-01-001-003, the fee shall be determined as follows:

Westwood Estates Fire District's Assessed Valuation for 2021 / 100 x City's combined primary and secondary tax rates x 18% = Base Rate.

Westwood Estates Fire District's Base Rate shall be as follows:

$$\$3,962,571 \text{ (AV)} / 100 = \$39,625.71$$

$$\begin{array}{rcl} \$39,625.71 & \times & 1.551 \\ \$61,459.48 & \times & 18\% \\ \hline \text{BASE CONTRACT RATE} & = & \$72,522.19 \end{array}$$

This amount would be the contract rate for the first year (2021-2022). Each additional year after, for the next four years, would see an increase of 2%.

2022-23	73,972.63
2023-24	75,452.08
2024-25	76,961.12
2025-26	78,500.35

4.2. The base contract rate shall be increased on an annual basis by two percent (2%).

4.3 Method of Payment. The DISTRICT shall make 2 payments with fifty percent (50%) of the total annual amount due no later than November 15 and the remaining fifty percent (50%) due by May 15 each year.

4.3.1 Late Payment. All amounts due from the DISTRICT to the CITY that are not paid by DISTRICT when due shall be subject to a penalty of ten percent (10%) of the amount due, plus interest at the rate of one (1%) percent per month or fraction of a month from the time due and owing until paid. Interest shall not accrue prior to execution of this agreement.

4.4 Equipment Purchases. The CITY will be solely responsible for the purchase of its equipment, if any, and will make such purchases within its discretion.

5. Liability and Indemnification

5.1 Force Majeure. The CITY, the DEPARTMENT and their agents, officials and employees, shall not be liable to the DISTRICT for failure to comply with any of the terms and conditions of this Agreement where any failure to comply is caused by an act of God, court order, government regulation or requirement, strike or labor difficulty, fire, flood, windstorm, breakdown or other damage to equipment, power failure or any other cause beyond the reasonable control of the CITY.

5.2 The City desires to serve the District in a manner consistent with service extended to any part of the City's Fire Protection System that provides coverage to residents of the City of Flagstaff, its Mutual Aid Partners, and contract/IGA holders. However, the CITY shall not be liable to the DISTRICT or DISTRICT's residents for failure to comply with any of the terms and conditions of this Agreement where any failure to comply arises from CITY requirements to provide services to any or all parts of the entire service system, including its own residents,

Mutual Aid Partners, or contract/IGA holders within its jurisdictional limits.

5.3 Indemnification. Each party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other party (as “Indemnatee”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (collectively referred to as “Claims”) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

6. Dispute Resolution

6.1 Litigation and Attorneys Fees. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action will be entitled to its costs including reasonable attorneys’ fees and court costs from the non-prevailing party.

7. Notices

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

If to CITY:

Mark Gaillard, Fire Chief
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

If to DISTRICT:

Chris Boalich, Chairperson
Westwood Estates Fire District Board
8905 Kochfield Road
Flagstaff, Arizona 86001

Copy to:

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

8. General Provisions

8.1 Status of Employees. Employees of the respective parties shall not be considered employees or agents of the other, and the CITY and the DISTRICT agree that they shall retain sole responsibility and authority over their respective employees.

8.2 Authorization to Contract. Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations under this Agreement and has taken all required acts or actions necessary to authorize the same.

8.3 Integration; Modification. Each party acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this Agreement constitutes the parties' entire agreement with respect to the matters addressed in this document.

All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded and merged in this Agreement. This Agreement may be modified or amended only by written agreement signed by or for both parties and recorded by the County Recorder, and any modification or amendment will become effective on the date so specified, but no earlier than the date of the recording by the County Recorder.

8.4 Cancellation for Conflict of Interest. Pursuant to A.R.S. §38-511, either the CITY or DISTRICT may cancel this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of a party is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of the other party of the Agreement in any capacity or as a consultant to the other party of the Agreement with respect to the subject matter of this Agreement.

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

8.6 Termination for Lack of Funds. The DISTRICT agrees to levy in good faith an amount sufficient to pay for the services to be provided by the CITY under this Agreement. If the DISTRICT determines, based upon the County Treasurer's tax collection data, and the City concurs that there will not be sufficient tax revenues available to the DISTRICT to pay the fee for services described in this Agreement, the DISTRICT may terminate this Agreement by giving the CITY ninety (90) days' notice of the lack of available funds. Termination of this Agreement will not relieve the DISTRICT of the obligation to pay the CITY the pro rata portion of the annual amount due before the termination date of the Agreement. In the event of termination, CITY agrees to refund to DISTRICT on a pro rata basis fees paid by DISTRICT in advance for any period following the date of termination.

8.7 Non-Discrimination. Each PARTY warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, pregnancy, religion, sex, sexual orientation, gender identify, genetic information, age, national origin, disability, veterans status, care-giving responsibilities, or familial status shall have equal access to employment opportunities. Each PARTY shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Pregnancy Discrimination Act of 1978, Americans with Disabilities Act of 2008 as amended, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, Age Discrimination and Employment Act of 1967 as amended. Genetic Information Nondiscrimination Act of 2008.

8.8 Legal Arizona Workers Act Compliance. PARTIES are required to comply with A.R.S. §41-4401, and hereby warrants that they will., at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the Party who breaches may be subject to penalties up to and including termination of the Agreement.

Each Party retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other Party is complying with the warranties regarding compliance with the state and federal immigration laws.


8.9 Compliance with All Laws. Both Parties will comply with all applicable Federal, State, County and City laws, regulations and policies.

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

City of Flagstaff

Paul Deasy, Mayor

Westwood Estates Fire District



Chairperson

Attest:

City Clerk

Attorney's Approval:

Approved, pursuant to A.R.S. § 11-952(D), as being in proper form and within the powers and authority granted under the laws of this State.

City Attorney

Attest:

Mike Hanks via Zoom due to COVID restrictions
Tammy Schieffer

Attorney's Approval:

Approved, pursuant to A.R.S. § 11-952(D), as being in proper form and within the powers and authority granted under the laws of this State.

Attorney for the DISTRICT

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Erin Young, Water Resources Manager
Co-Submitter: Stacey Brechler-Knaggs
Date: 11/10/2021
Meeting Date: 11/16/2021



TITLE:

Consideration and Adoption of Resolution No. 2021-52: A resolution approving the Intergovernmental Agreement between Arizona Board of Regents, for and on behalf of, the University of Arizona and the City of Flagstaff for the Flagstaff Flood Mapping Program.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2021-52 by title only
- 2) City Clerk reads Resolution No. 2021-52 by title only (if approved above)
- 3) Adopt Resolution No. 2021-52

Executive Summary:

Approval of the Intergovernmental Agreement ("IGA") between the Arizona Board of Regents, for and on behalf of, the University of Arizona and the City of Flagstaff will formalize the Flagstaff Flood Mapping Program. The City seeks to collaborate with the Arizona Geological Survey Center for Natural Hazards ("AZGS"), a department within the University, to receive scientific reports regarding the geomorphic conditions following flooding events. The AZGS is Arizona's leading geologic investigations agency with expertise in geomorphology and the documentation and monitoring of natural disasters. Under this IGA, the parties intend to develop and deliver a targeted Flagstaff Flood Mapping Program where the AZGS will provide the City scientific reports that will inform data-driven decisions related to flooding mitigation and improvements. This agreement will begin upon full execution and will continue for a 5-year initial term, with the ability to renew for an additional 5-year term.

Financial Impact:

Water Services has an on-going budget of \$200,000 per year in Water Fund Stormwater Section account number 206-99-000-0000-0-4277 for contingency needs. This IGA commits a not-to-exceed amount of \$50,000 annually as described in the IGA, on an as-needed basis as agreed by both parties. The City agrees to waive indirect costs so that the total funding provides a greater direct benefit to the project.

Policy Impact:

Collaborating with the Arizona Geological Survey supports Council Adopted Water Policy E.2. on Flood Control, E.3. Stormwater and E.4. Watershed Management.

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

Priority Based Budget Key Community Priorities and Objectives

Key Community Priority: Environmental Stewardship

Key Community Objective: Strengthen Flagstaff's resilience to climate change impacts on built, natural, economic, health, & social systems

Key Community Objective: Promote, protect & enhance a healthy, sustainable environment & its natural resources

Regional Plan

Goal WR.5. Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.

Has There Been Previous Council Decision on This:

There has not been previous council direction on this topic.

Options and Alternatives:

1. Approve the IGA; or
2. Do not approve the IGA and direct staff to engage the AZGS on an annual basis in a less formal manner. This option greatly reduces the flexibility of the parties to respond quickly in order to capture critical evidence immediately following a flooding event.

Background/History:

Investigating post-fire flooding events in Arizona is one of the core focus areas of the AZGS. Scientists with the AZGS are often at the forefront of documenting the impacts that rain events have on the topography of burn areas and the potential impacts to residents and urban areas. While AZGS scientists are often visiting and documenting sites as part of their core function an agency can ensure scientists are collecting information critical to their needs through funding their work. This IGA allows the City and AZGS to respond quickly while the geomorphic evidence is still fresh following a flooding event.

Key Considerations:

This IGA formalizes and strengthens the partnership that has loosely existed since the Schultz Fire in 2010. The execution of this IGA allows staff to quickly formulate a work plan with the AZGS that they can execute within a short time period in order to document accurate post-flooding conditions. The AZGS will provide professional geomorphic reports regarding post-flooding and debris flow hazards in the identified field sites, including: (a) recommendations for drainage that is more responsive to potential flood events; (b) recommendations of designs for detention basins or sediment retention structures; (c) creation of a map of incision and aggradation reaches, inundation extents and descriptions of deposits and interpreted flow types; (d) documentation of undisturbed deposits focusing on areas within the City (description of in-place deposits including estimates of grain size, sorting, matrix- vs clast-supported, thickness, and flow type – flood, or hyper-concentrated debris flows); and (e) the collection of deposit samples for lab analysis (particle size distribution).

Expanded Financial Considerations:

This IGA specifies that up to \$50,000 annually may be paid to Arizona Geological Survey to conduct professional geomorphic research and create reports regarding post-flooding and debris flow hazards in City of Flagstaff watersheds. There are possible economies of scale with this IGA where leveraging of funds or staff time might be possible. The AZGS is funded by multiple federal agencies including the U.S. Forest Service. The AZGS has conducted separate post-Museum Fire geomorphic monitoring on U.S. Forest Service lands. Further, the AZGS has been involved in the Bureau of Land Management Joint Fire Science Project Quantified Wildfire Risk Assessment where the AZGS was separately engaged to assess and quantify post-flooding and debris flow hazards and uncertainties downstream of a forest

boundary.

Community Benefits and Considerations:

We believe this information collected by the AZGS will help Stormwater and City Council make data-driven decisions. The biggest benefit is that the information provided under the IGA will identify the change in flood frequency and flood risk. The AZGS will provide the City with an understanding of drainages that is more responsive and the potential amount of debris to expect when designing detention basins or sediment retention structures. The City will gain a better understanding of the scour/aggregation potential remaining in a burned watershed and have a better understanding of what material will mobilize in future storms. The City will acquire data to help calibrate or verify hydraulic models and have data to assist staff to assess risk to washout or damage to water infrastructure (water or sewer pipelines.).

Attachments: Res. 2021-52
 IGA

RESOLUTION NO. 2021-52

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF UNIVERSITY OF ARIZONA AND THE CITY OF FLAGSTAFF FOR THE FLAGSTAFF FLOOD MAPPING PROGRAM

RECITALS:

WHEREAS, the Arizona Board of Regents for and on behalf of University of Arizona and City of Flagstaff desire to enter into an intergovernmental agreement for the Flagstaff Flood Mapping Program; and

WHEREAS, the City seeks to collaborate with the Arizona Geological Survey Center for Natural Hazards ("AZGS"), a department within the University, to receive scientific reports regarding the geomorphic conditions following flooding events.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between Arizona Board of Regents for the University of Arizona and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 16th day of November 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
IGA

INTERGOVERNMENTAL AGREEMENT

Flagstaff Flood Mapping Program Between Arizona Board of Regents for and on behalf of University of Arizona and the City of Flagstaff

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2021, by and between the CITY OF FLAGSTAFF, a municipal corporation of the State of Arizona (“City”), and the ARIZONA BOARD OF REGENTS, a body corporate with perpetual succession pursuant to the laws of the State of Arizona, for and on behalf of University of Arizona, a public institution of higher education (“University”). In the Agreement, the City and the University may be referred to individually as a party or collectively as parties.

RECITALS:

WHEREAS, the City has authority to enter into this Agreement pursuant to Arizona Revised Statutes (“A.R.S.”) § 11-952 and the Flagstaff City Charter, Article I, Section 3; and

WHEREAS, the University has authority to enter into this Agreement pursuant to A.R.S. §§ 11-952 and 15-1625; and

WHEREAS, the City seeks to collaborate with the Arizona Geological Survey Center for Natural Hazards (“AZGS”), a department within the University, to receive scientific reports regarding the geomorphic conditions following flooding events. Geomorphic data informs change in flood frequency, flood risk, scour and aggregation potential, calibration or verification of hydraulic models that helps the City design detention basins or sediment retention structures; and

WHEREAS, the AZGS is Arizona’s leading geologic investigations agency with expertise in geomorphology and the documentation and monitoring of natural disasters. The AZGS is positioned to execute disaster assessment teams quickly and effectively and provide scientific reports regarding their findings; and

WHEREAS, the AZGS is funded by multiple federal agencies including the United States Forest Service, including conducting separate post-Museum Fire geomorphic monitoring on forest service lands, and being involved in the Bureau of Land Management Joint Fire Science Project Quantified Wildfire Risk Assessment where AZGS has been separately engaged to assess and quantify post-flooding and debris flow hazards and uncertainties downstream of a forest boundary; and

WHEREAS, the parties intend to develop and deliver a targeted Flagstaff Flood Mapping Program where the AZGS will provide the City scientific reports that will inform data-driven decisions related to flooding mitigation and improvements.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

PURPOSE:

The purpose of this Agreement is to identify the roles and responsibilities of the City and AZGS, related to the preparation of scientific reports stemming from the Flagstaff Flood Mapping Program.

TERM AND TERMINATION:

This Agreement will begin upon full execution and continue for five (5) years (“Initial Term”). At the end of the Initial Term, the parties will determine if an extended period of time is needed to gather information regarding the composition of the program and may enter into an amendment to renew the Agreement for one (1) additional five (5) years (“Renewal Term”). The Initial Term and Renewal Term, if exercised, will cover the duration of the pilot program period. At the end of the pilot program period, the parties will determine whether or not to enter into an agreement for a long-term program which will establish the specific responsibilities, costs and payment obligations between the parties.

Notwithstanding the foregoing, either party may terminate this Agreement for convenience by providing the other party ninety (90) days’ prior written notice.

RESPONSIBILITIES:

City shall:

1. Provide funding in an amount not-to-exceed fifty-thousand dollars (**\$50,000**) per fiscal year on a reimbursement basis for AZGS to conduct professional geomorphic research and create reports regarding post-flooding and debris flow hazards in City of Flagstaff watersheds.
2. Contact AZGS upon the occurrence of flood-events and request that AZGS conduct professional geomorphic research at identified field sites.
3. Analyze the professional geomorphic reports created by AZGS to ensure that the data collected is effective at informing preparedness, mitigation, and improvement efforts.

University shall:

1. Coordinate with the City to identify field sites to conduct the professional geomorphic research regarding post-flooding and debris flow hazards in City of Flagstaff watersheds.
2. Deploy AZGS staff to identified field sites, within a reasonable amount of time from the flood-event, to conduct the geomorphic research regarding post-flooding and debris flow hazards.
3. Provide professional geomorphic reports regarding post-flooding and debris flow hazards in the identified field sites, including:
 - a. Recommendations for drainages that are more responsive to potential flood events;

- b. Recommendations of designs for detention basins or sediment retention structures;
 - c. Creation of a map of incision and aggradation reaches, inundation extents and descriptions of deposits and interpreted flow types;
 - d. Documentation of undisturbed deposits focusing on areas within the City (description of in-place deposits including estimates of grain size, sorting, matrix- vs clast-supported, thickness, and flow type – flood, or hyperconcentrated debris flows); and
 - e. Collection of deposit samples for lab analysis (particle size distribution).
4. Meet with City staff to discuss the findings of the professional geomorphic reports.

INVOICE:

The University and/or AZGS will provide a separate invoice documenting the professional geomorphic research, reports and meetings with City staff conducted by AZGS for each identified field site. The invoice will identify the field site where the post-flooding and debris flow hazards research was conducted. The City will make payment within thirty (30) days of receipt of the invoice for satisfactory materials and/or services.

PERSONNEL:

Except for the purposes of A.R.S. § 23-1022(D), personnel of either party will not for any other purpose be considered employees or agents of the other party. Each party assumes full responsibility for the actions of its personnel while performing activities and services under this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including but not limited to withholding of income taxes and social security), workers' compensation and disability benefits.

DATA AND RECORDS:

1. **Research Results.** City and University agree that, in exchange for paying the Costs of Research, City may use the results of the research ("Research Results") for any purpose, but may not publish Research Results prior to Principal Investigator's publication of Research Results. The University retains ownership of the Research Results, and the right to publish as set forth in Subsection 3. Any Research Result which also constitutes an Invention as set forth Subsection 2 below is considered an Invention, and is subject to the terms set forth in Subsection 2 below.
2. **Intellectual Property.** University will retain the entire right, title and interest throughout the world to any patentable invention made by University in the performance of work under this Agreement ("Invention"). University will promptly disclose Invention(s) to City. University grants to City a non-exclusive right to use Invention(s) for internal research purposes. Upon the timely request of the City, University shall enter into good faith negotiations with the City for a commercial license to Invention(s). If no license is executed within four (4) months of University's disclosure of an Invention to City, University will be free of any further obligation to City with respect to a commercial license to that

Invention.

3. **Publication.** Notwithstanding anything to the contrary in this Agreement, the University and its employees have the right, at their discretion, to release information or to publish any data, writings, or material resulting from the Research Project, including Research Results and Intellectual Property, and to use it in any way for its educational and research purposes. The University will furnish the City with a copy of any proposed publication in advance of the proposed publication date and grant the City thirty (30) days for review and comment. Within this period, the City may request the University, in writing, to delay such publication for a maximum of an additional (60) days in order to protect the potential patentability of any invention described therein. Such delay will not, however, be imposed on the filing of any student thesis or dissertation. City's failure to object to a publication or presentation within the sixty (60) day period above will be deemed acceptance by City.

INSURANCE AND INDEMNIFICATION:

1. The University and/or AZGS shall maintain adequate professional liability insurance and general liability insurance (through the Arizona Department of Administration Risk Management Division, which is a self-insurance program) to cover any professional liability and/or general liability arising from the performance of the professional geomorphic observations and documentation of flooding events and/or the acts and omissions of the University and/or AZGS employees, agents and/or students participating in the Flagstaff Flood Mapping Program. The University and/or AZGS shall not be responsible for maintaining insurance coverage for liability arising from the acts and omissions of City employees or agents.
2. The City shall maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of City employees or agents participating in the Flagstaff Flood Mapping Program. The City shall not be responsible for maintaining insurance coverage for professional liability and/or general liability arising from the acts and omissions of University and/or AZGS employees, agents and/or students.
3. Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, indemnitor's officer, officials, agents, employees, volunteers, or students.

NON-APPROPRIATION:

If the City's performance under this Agreement depends upon the appropriation of funds by the City Council or the University's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the City Council or the Arizona Legislature, respectively, fails to appropriate the funds necessary for performance, then either the

City or the University may provide written notice to the other party and immediately cancel this Agreement without further obligation of either party. Appropriation is a legislative act and is beyond the control of the parties.

RECORD INSPECTION AND RETENTION:

The parties agree to retain all books, accounts, reports, files and other records relating to the Agreement and to make such records available at all reasonable times for inspection and audit by the University or Auditor General of the State of Arizona, or their agents, during the term of and for a period of five (5) years after completion of this Agreement.

CONFLICT OF INTEREST:

In accordance with A.R.S. § 38-511, this Agreement may be cancelled for conflict of interest within three (3) years after its execution, without penalty or further liability.

NON-DISCRIMINATION:

The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, non-discrimination, including the Americans with Disabilities Act, sexual orientation, or gender identity or expression.

THIRD PARTY BENEFICIARIES:

This Agreement is intended for the exclusive benefit of the parties hereto. Nothing herein is intended to create any rights or responsibilities to third parties.

ASSIGNMENT:

Neither party shall have the right to assign this Agreement without prior written consent of the other party.

MANNER OF FINANCING:

Each party to this Agreement shall be responsible for its own costs and budgeting for performance of their respective obligations.

DISPUTES AND ARBITRATION:

In the event of a dispute between the parties to this Agreement, the parties shall attempt to resolve the disagreement on an informal, good faith basis. If that fails, pursuant to A.R.S. § 12-1518, the parties acknowledge and agree that they may be required to make use of mandatory arbitration of any legal action that is filed in the Arizona Superior Court concerning a controversy arising out of this Agreement if required by A.R.S. § 12-133.

RELATIONSHIP AND USE OF MARKS:

Except as otherwise agreed in writing, the parties acknowledge that the relationship created by this Agreement is limited to activities related to the Flagstaff Flood Mapping Program. Neither party

shall make any representations stating or implying the parties engage in broader transactions or that a party is otherwise associated with the other without first obtaining express written permission from the other party. In addition, neither party shall use any trade name, trademark, service mark, logo, domain name, nor any other distinctive brand feature owned or used by the other party without its express written authorization.

NOTICES:

To City of Flagstaff:

City Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001

with copy to:

Ed Schenk
Flagstaff Stormwater Manager
City of Flagstaff
2323 N. Walgreens Street
Flagstaff, AZ 86004
edward.schenk@flagstaffaz.gov

To University of Arizona:

Sponsored Projects Services
University of Arizona
P.O. Box 210158, Room 515
Tucson, AZ 85721-0158

with a copy to:

Ann Youberg, Ph.D.
Senior Research Scientist
Arizona Geological Survey
University of Arizona College of Science
1955 E. Sixth Street
P.O. Box 210184
Tucson, AZ 85721
ayouberg@arizona.edu

COUNTERPARTS:

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

AMENDMENTS AND RELATED AGREEMENTS:

This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof as of the date of execution. All amendments or modifications of this Agreement shall be in writing and approved by the parties.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have set forth their hands, through representatives duly so authorized, the day and date first above written.

**ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF
UNIVERSITY OF ARIZONA**

Mark A. Drury, Contracts Manager
Sponsored Projects & Contracting Services

Date

The undersigned has determined that the foregoing Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Board of Regents.

Josh Estavillo, Associate General Counsel

Date

CITY OF FLAGSTAFF

Paul Deasy, Mayor

Date

Attest:

City Clerk

The undersigned has determined that the foregoing Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the City of Flagstaff.

City Attorney

Date

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council

:

Date: 11/10/2021

Meeting Date: 11/16/2021



TITLE:

Consideration and Approval of Contract: Approval to not execute the Lease Agreement with US General Services Administration – U.S. Geological Survey Campus Build to Suit.

STAFF RECOMMENDED ACTION:

1. Approval to not execute the lease agreement for the U.S. Geological Survey campus reconstruction with US General Services Administration in the amount of \$1,894,137.78 annually and a duration of 10 years firm; option for 20 years.

Executive Summary:

The City was selected by the U.S. General Services Administration (GSA) after a competitive bidding process for U.S. Geological Survey (USGS) Science Center Campus – Build to Suit Project. Under the terms of the new lease, the City would demolish USGS Buildings 3 and 4, and the City would construct two new buildings: Buildings 7 (new office/laboratory) and 8 (new warehouse). The USGS would then lease these facilities from the City at a fixed cost.

The City Council authorized the execution of a new lease on September 15, 2020. This new lease has never been executed, however, because the City needed to update construction costs and some of the design standards.

Over the past few years, construction costs have ballooned over 70%, based on estimates evaluated and completed by a construction contractor. Due to these increased costs, the City can no longer viably finance the USGS - Build to Suit Project.

If the City does not execute the new build-to-suit lease, the GSA will work with the City to revise the current operations lease (extend the term of the existing operations lease) in order to continue the current operations of the USGS Campus for up to 10 years. The operations lease extension will enable a new procurement to be issued and the opportunity for adjustment of the new lease price to conform with market construction costs.

Financial Impact:

During the May 2004 election, voters approved Proposition 101 for the purpose of the USGS Campus facilities construction and/or renovations. The City has only issued \$3.37M of the \$61.2M authorized by the voters. The City budgeted \$27.9 million in the fiscal year 2021-2022 budget.

Policy Impact:

No impact.

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

Council Goal || Economic Development

- Grow and strengthen a more equitable and resilient economy.

Council Goal || Climate Change

- Take meaningful climate change action.

Regional Plan Goal || Environmental Planning & Conservation

- Reduce Greenhouse Gas Emissions (E&C.2)

Regional Plan Goal || Energy

- Increase Energy Efficiency (E.1)

Regional Plan Goal || Community Character

- Support and promote art, science, and education resources for all to experience

Priority Based Budget Community Priorities and Objectives || Environmental Stewardship

- Actively manage and protect all environmental and natural resources
- Provide environmental community outreach, education, and volunteer opportunities

Priority Based Budget Community Priorities and Objectives || Livable Community

- Support diverse employment opportunities that provide residents with a living wage

Priority Based Budget Community Priorities and Objectives || Robust Resilient Economy

- Attract employers that provide high quality jobs and have a low community impact

Has There Been Previous Council Decision on This:

On 15 September 2020, Council approved the lease with GSA in the amount of \$1,894,137.78 annually and for a duration of 10 years firm; option for 20 years.

Options and Alternatives:

1. Approval to not execute the lease with the GSA as recommended. Approval will allow a revised lease to occur while the project and funding are reevaluated.
2. Retain the approved lease without the financial means to construct the project.

Background/History:

The USGS Science Center Campus has been a part of the Flagstaff community since Building 1 was constructed in the mid-1960s. The campus expanded in the mid-1970s to include Buildings 2, 3, and 4. As time passed and needs changed Buildings 5 and 6 were added to the campus, while Buildings 1 and 2 were demolished. Today, the needs of the USGS continue to change, which has spawned this latest phase of the science campus to include 57,242 square feet of rentable office and related space.

During the May 2004 election the voters approved Proposition 101 for the purpose of US Geological Campus Facilities Construction and/or Renovation. The City has been negotiating for a new built to suit

facility with the GSA since May 2016. On 17 April 2018, Council directed City Staff to continue negotiations with the GSA. In October of 2019 the cost of construction had increased to \$27,815,873 from our initial May 2016 submittal of \$20,821,698. City staff was able to develop a financial plan that would deliver the project with debt issued for up to a 24-year period based on the October 2019 construction estimate.

The estimate of construction costs was analyzed and updated in September of 2021 to \$38,269,376, which is approximately \$10M over the previous financial plan for this project. In order to continue the project, the City would need to identify a funding source for the cost increase and/or increase financing to 37-40 years. Neither option is recommended.

Key Considerations:

The City has been leasing the City facilities to the USGS since the 1970s. To re-solicit and re-scope the project would allow the USGS to reevaluate the needs and infrastructure required for the future functionality of the USGS Science Center Campus here in Flagstaff while affording the City an opportunity to evaluate funding options. In the interim, a revised lease would continue this long-term partnership between the City and both the GSA and USGS.

Expanded Financial Considerations:

The authorized amount for the USGS – Build to Suit Project was for \$61.2M, of which the City has only bonded for \$3.37M leaving an available balance of \$57.83M. The purpose was to lease facilities to GSA or others with the ability to pledge state shared revenues or other revenues. Debt was no more than 25 years with a maximum interest rate of 10%.

The City has been negotiating for a new build to suit facility with the GSA since May 2016. In the previous proposal, the City would contribute \$3M from the USGS reserve account and would need to finance \$24,815,873 with an estimated interest rate of 3.5% over a 24-year period.

Community Benefits and Considerations:

The United States Geological Survey (USGS) Flagstaff Science Campus (FSC) houses science centers and research teams of the USGS that have a diverse range of scientific expertise. The Flagstaff Science Campus houses five USGS science centers: Arizona Water Science Center; Geology, Minerals, Energy, and Geophysics Science Center; Astrogeology Science Center; the Western geographic Science Center; and the Southwest Biological Science Center all of which employ several hundred staff and science professionals. The expertise of FSC scientists and collaboration opportunities provide the ability to address science issues related to water, ecosystems, climate and land-use change, energy and minerals, environmental health, and planetary exploration and study.

The USGS has been an integral part of the Flagstaff community, and more specially the Flagstaff science community for nearly 60 years. The City looks forward to continuing this partnership and contribution to the community.

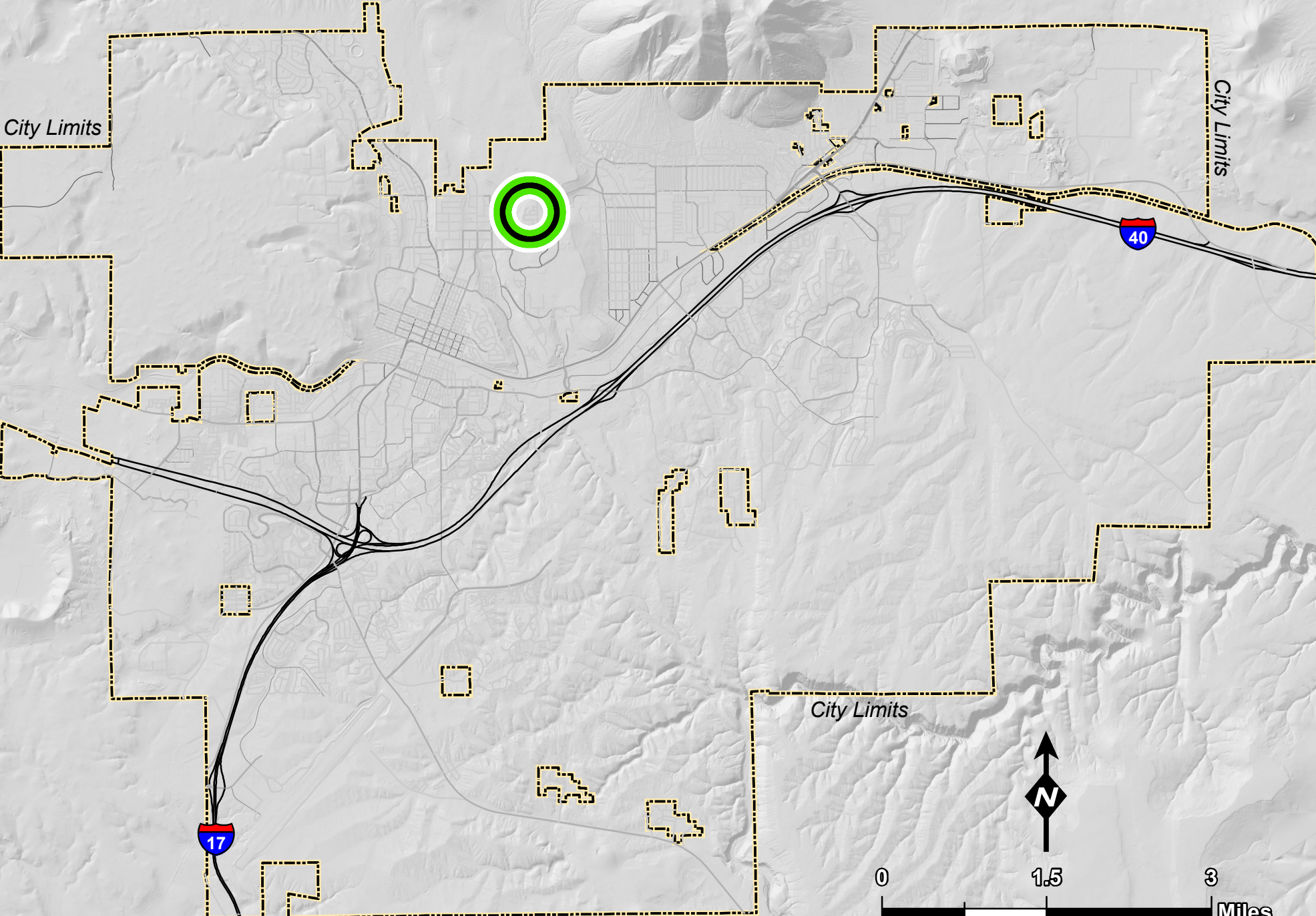
By not executing the current build-to-suit lease, there would be the opportunity for the City to enter into a revised lease to continue operations of the science campus while providing time for the USGS to update the documentation and infrastructure specifications of current new build needs while the City explores financing options to allow the completion of a build-to-suit construction project. The current Program of Requirements, POR, a 280-page, design-guiding document from the USGS, was created in January 2014 and revised in June 2017.

Vicinity Map

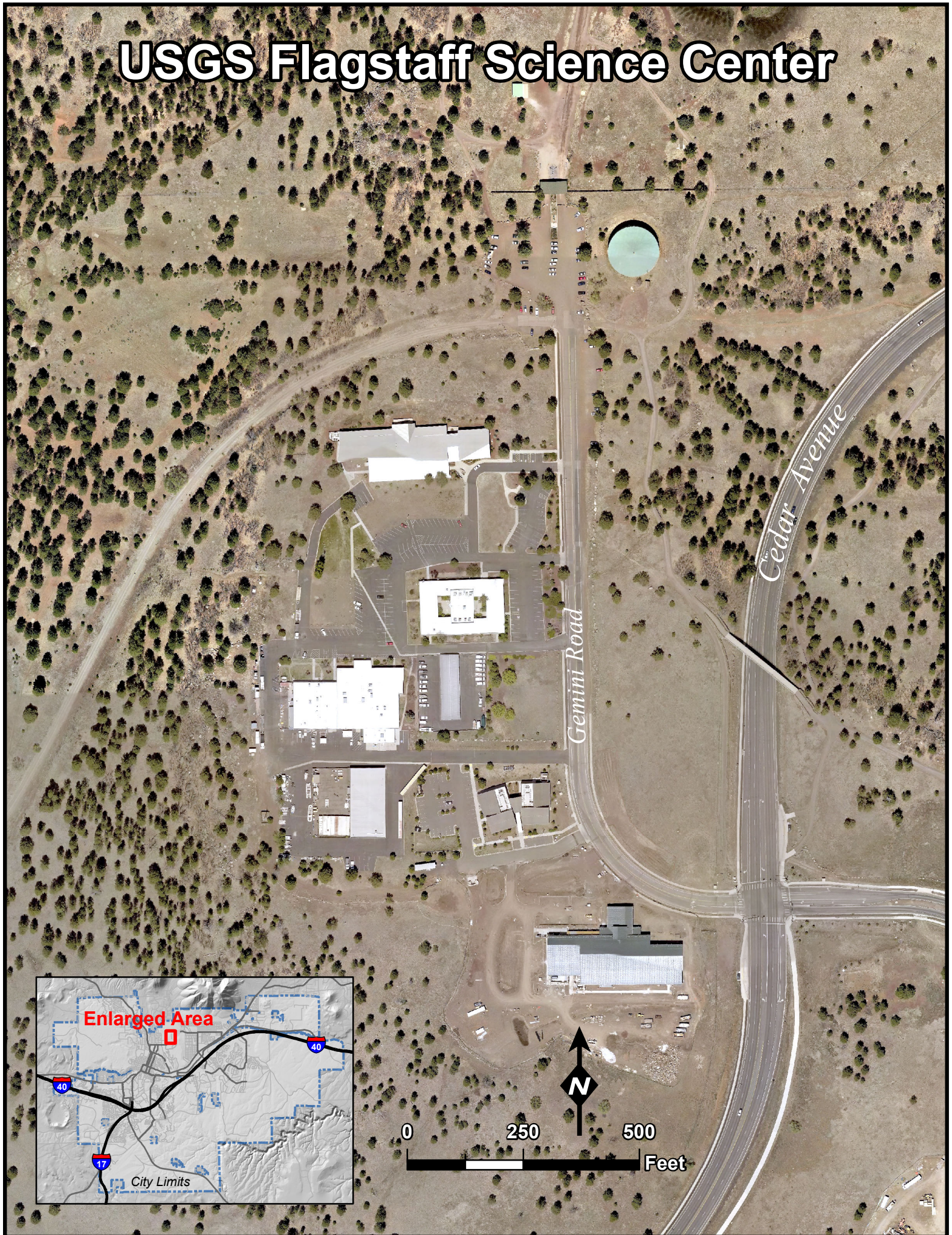
Build-to-Suit Lease

Presentation

USGS Campus Build to Suit



USGS Flagstaff Science Center



Global Express Editor

LEASE NO. GS-09P-LAZ03484

Global Lease
GSA FORM L100 (02/2020)

This Lease is made and entered into between

Lessor's Name: City of Flagstaff

(Lessor), whose principal place of business is 211 West Aspen Avenue, Flagstaff, AZ 86001-1637, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

2255 North Gemini Drive, Flagstaff, AZ 86001-1687

and more fully described in Section 1 and Exhibit **A**, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

20 Years, 10 Years Firm,

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

Name: _____
Title: _____
Entity: _____
Date: _____

FOR THE GOVERNMENT:

Name: _____
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: _____

WITNESSED FOR THE LESSOR BY:

Name: _____
Title: _____
Date: _____

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2016)

The Premises are described as follows:

A. Office and Related Space: **57,242** rentable square feet (RSF), yielding **49,471** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **1st and 2nd** floor(s) , of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A**.

B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as **15.71** percent. This factor, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: **36** parking spaces as depicted on the plan attached hereto as Exhibit **B**, reserved for the exclusive use of the Government, of which **0** shall be structured/inside parking spaces, and **36** shall be surface/outside parking spaces. In addition, the Lessor shall provide 194 additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (OCT 2019)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$1,493,064.40	\$1,493,064.40
OPERATING COSTS ²	\$274,761.60	\$274,761.60
TENANT IMPROVEMENTS RENT ³	\$117,329.53	\$117,329.53
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$8,982.25	\$8,982.25
TOTAL ANNUAL RENT	\$1,894,137.78	\$1,894,137.78

¹Shell rent calculation:

(Firm Term) \$26.083372 per RSF multiplied by the 57,242 RSF stated under Paragraph 1.01

(Non Firm Term) \$26.083372 per RSF multiplied by the 57,242 RSF stated under Paragraph 1.01

²Operating Costs rent calculation: \$4.80 per RSF multiplied by the 57,242 RSF stated under Paragraph 1.01

³Tenant Improvements of \$1,513,015.00 are amortized at a rate of 4.75 percent per annum over 20 years.

⁴Building Specific Amortized Capital (BSAC) of \$115,830.00 are amortized at a rate of 4.75 percent per annum over 20 years

B. INTENTIONALLY DELETED

C. INTENTIONALLY DELETED

D. In instances where the Lessor amortizes either the TI or Building Specific Amortized Capital (BSAC) for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

E. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **49,471** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

F. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

G. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

H. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

I. Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated.

J. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

K. For succeeding Leases with an incumbent Lessor where the Lease requires the Lessor to perform alterations using either the TIA or BSAC, the amortized tenant improvement rent and/or BSAC rent will not commence until the alterations are complete and accepted by the Government. Upon acceptance of these improvements, the Government will commence payment of the tenant improvement and/or BSAC rent as stipulated under the Lease, in addition to payment of the accrued tenant improvement and/or BSAC rent for the period of time where such rent was withheld (such accrued rent will not include any additional interest). Additionally, in the event the Government does not use all the TIA or BSAC, then the accrued amount will be adjusted in accordance with the provisions of the Lease (e.g., de-amortization).

1.04 INTENTIONALLY DELETED: BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016)

1.05 TERMINATION RIGHTS (OCT 2016)

The Government may terminate this Lease, in whole or in parts, at any time effective after the Firm Term of this Lease, by providing not less than **90** days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 INTENTIONALLY DELETED: RENEWAL RIGHTS (OCT 2016)

1.07 DOCUMENTS INCORPORATED IN THE LEASE (OCT 2019)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	12	A
PARKING PLAN(S) AS1.0	1	B
AGENCY REQUIREMENTS	252	
SECURITY REQUIREMENT LEVEL 2	6	
SECURITY UNIT PRICE LIST	2	
GSA FORM 3517B GENERAL CLAUSES	17	
SEISMIC FORM C, SEISMIC FORM F, BUILDING RETROFIT OR NEW CONSTRUCTION PREAWARD COMMITMENT	2	
SMALL BUSINESS SUBCONTRACTING PLAN	6	
DOL Wage Rates	5	
Section 889; Covered Telecommunications Equipment or Services Representation	4	

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is **\$30.583880** per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Entire Term of this Lease, at the Lessor's risk beyond the firm term, and at an annual interest rate of **4.75** percent.

B. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

C. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

D. If it is anticipated that the Government will spend more than the identified TIA, the Government may elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (\$ PER ABOA SF OR % OF TI CONSTRUCTION COSTS)	8%
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	0%

1.10 INTENTIONALLY DELETED: BUILDING-SPECIFIC AMORTIZED CAPITAL (SEP 2012)

1.11 INTENTIONALLY DELETED: ~~BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)~~

1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2018)

A. As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **100** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **57,242** RSF by the total Building space of **57,242** RSF. The tax parcel number is **11008001G**.

B. All relevant tax adjustment documentation (e.g., copies of paid tax receipts, invoices) must be submitted online via the GSA Real Estate Tax Portal at [RET.GSA.GOV](https://ret.gsa.gov).

1.13 INTENTIONALLY DELETED: ~~REAL ESTATE TAX BASE (SEP 2013)~~

1.14 OPERATING COST BASE (OCT 2016)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **\$4.80** per RSF.

1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by **\$2.00** per ABOA SF of Space vacated by the Government.

1.16 HOURLY OVERTIME HVAC RATES (OCT 2016)

A. The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- **\$ 75.00** per hour for the entire Space.

1.17 INTENTIONALLY DELETED: ~~ADJUSTMENT FOR REDUCED SERVICES (OCT 2018)~~

1.18 INTENTIONALLY DELETED: ~~BUILDING IMPROVEMENTS (MAR 2016)~~

1.19 INTENTIONALLY DELETED: ~~HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)~~

1.20 LESSOR'S DUNS NUMBER (OCT 2017)

Lessor's Dun & Bradstreet DUNS Number: **088302625**.

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. Building(s) situated on the Property in which the Premises are located.
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."
- E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF - 10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. "Contract" shall mean this Lease.
- G. Contractor. "Contractor" shall mean Lessor.
- H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. Lease Term Commencement Date. The date on which the lease term commences.
- M. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).
- N. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- O. Property. Defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- P. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: $ABOA\ SF\ of\ Space \times (1 + CAF) = RSF$.
- Q. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- R. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- S. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2018)

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or a tenant agency-approved form when specifically authorized to do so by the LCO. The General Services Administration Acquisition Manual ("GSAM") clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in GSA or the tenant agency when specifically authorized to do so by the LCO, subject to the threshold limitation below.

B. Orders for alterations issued by an authorized COR are limited to no more than \$250,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

2.04 WAIVER OF RESTORATION (OCT 2018)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.05 INTENTIONALLY DELETED: PAYMENT OF BROKER (JUL 2011)

If GSA awarded the Lease through its Broker, the Lessor shall pay GSA's Broker its portion of the commission one half upon Lease award and the remaining half upon acceptance of the Space. "Its portion of the commission" means the agreed-upon commission to GSA's Broker minus the Commission Credit specified in the Lease or Lease Amendment.

2.06 CHANGE OF OWNERSHIP (OCT 2018)

A. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards" (See FAR 52.232-33), and complete all required representations and certifications within SAM.

G. If title to the Property is transferred, or the Lease is assigned, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall not commence until the Government has received all information reasonably required by the LCO under sub-paragraph D, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F. .

2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)

A. Purpose: This paragraph provides for adjustment in the rent (tax adjustment) to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax adjustments shall be calculated in accordance with this paragraph.

B. Definitions: The following definitions apply to the use of the terms within this paragraph:

Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas to which the Government is granted rights).

Real Estate Taxes are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a state or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.

Taxing Authority is a state, commonwealth, territory, county, city, parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.

Tax Year refers to the 12-month period adopted by a Taxing Authority as its fiscal year for assessing Real Estate Taxes on an annual basis.

Tax Abatement is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable real estate tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.

Unadjusted Real Estate Taxes are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest, or penalties.

Real Estate Tax Base is the unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the Tax Base Year. Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the Property.

The Property is deemed to be Fully Assessed (and Real Estate Taxes are deemed to be based on a Full Assessment) only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.

Percentage of Occupancy refers to that portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For Buildings, the Percentage of Occupancy is determined by calculating the ratio of the RSF occupied by the Government pursuant to the Lease to the total RSF in the Building or Buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases for Space leased by the Government or for rentable space on the Property.

C. Adjustment for changes in Real Estate Taxes. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "tax adjustment." The amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the tax adjustment in a single annual lump sum payment to the Lessor. In the event that this tax adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

If the Property contains more than one separately assessed parcel, then more than one tax adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.

After commencement of the Lease term, the Lessor shall provide to the LCO copies of all real estate tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the LCO shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine tax adjustments. The LCO may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative lease amendment indicating the base year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.

The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to (a) improvements or renovations to the Property not required by this Lease, or (b) changes in net operating income for the Property not derived from this

Lease. If either condition results in a change to the Real Estate Taxes, the LCO may re-establish the Real Estate Tax Base as the Unadjusted Real Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.

If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for determining tax adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.

If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Paragraph. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the LCO all relevant tax records for determining whether a tax adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.

If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the real estate tax increase due because of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding Lease, as determined in the LCO's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

In order to obtain a tax adjustment, the Lessor shall furnish the LCO with copies of all paid tax receipts, or other similar evidence of payment acceptable to the LCO, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.270-31, Prompt Payment) for the requested tax adjustment, including the calculation thereof. All such documents must be received by the LCO within 60 calendar days after the last date the real estate tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS PARAGRAPH FOR THE TAX YEAR AFFECTED.

Tax Appeals. If the Government occupies more than 50 percent of the Building by virtue of this and any other Government Lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

2.08 ADJUSTMENT FOR VACANT PREMISES (OCT 2017)

A. If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate and the base for operating cost adjustments will be reduced using the figure specified in the "Rate for Adjustment for Vacant Leased Premises" paragraph of this Lease.

B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA SF of operating expenses not required to maintain the Space.

C. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant Premises or the Lease expires or is terminated.

2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

2.10 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)

A. If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.

B. Within 30 days after Lease award, the Lessor shall provide to the LCO (or representative designated by the LCO) evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.
2. The names of at least two proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
3. The license or certification to practice in the state where the Building is located from the individual(s) and/or firm(s) providing architectural and engineering design services.

C. The Government shall have the right to withhold approval of design intent drawings (DIDs) until the conditions specified in sub-paragraphs A and B have been satisfied.

D. Within ten (10) calendar days after the LCO issues the Notice To Proceed (NTP) for TI construction, the Lessor shall provide to the LCO evidence of:

1. Award of a construction contract for TIs with a firm completion date. This date must be in accordance with the construction schedule for TIs as described in the "Schedule for Completion of Space" paragraph of this Lease.
2. Issuance of required permits for construction of the TIs.

2.11 INTENTIONALLY DELETED: RELOCATION ASSISTANCE ACT (APR 2011)

A. If the Lessor satisfies the requirements of this Lease by performing new construction on an improved site, and such new construction will result in the displacement of individuals or businesses, the Lessor shall be responsible for payment of relocation costs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646), as amended, and the implementing regulations at 49 CFR Part 24.

B. The Lessor shall give GSA the name of the person and agency to be providing the relocation assistance to site tenants. In addition, the Lessor must provide background information about the relocation agency and references for which the relocation agent has performed relocation assistance in the past.

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 LABOR STANDARDS (OCT 2016)

If the Lessor proposes to satisfy the requirements of this Lease through the construction of a new Building or the complete rehabilitation or reconstruction of an existing Building, and the Government will be the sole or predominant tenant such that any other use of the Building will be functionally or quantitatively incidental to the Government's use and occupancy, the following FAR clauses shall apply to all work (including shell and TIs) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the LCO. Full text versions are also available at [HTTPS://WWW.ACQUISITION.GOV/?Q=BROWSEFAR](https://www.acquisition.gov/?Q=BROWSEFAR).

- 52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation
- 52.222-5 Construction Wage Rate Requirements - Secondary Site of the Work
- 52.222-6 Construction Wage Rate Requirements
- 52.222-7 Withholding of Funds
- 52.222-8 Payrolls and Basic Records
- 52.222-9 Apprentices and Trainees
- 52.222-10 Compliance with Copeland Act Requirements
- 52.222-11 Subcontracts (Labor Standards)
- 52.222-12 Contract Termination—Debarment
- 52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations
- 52.222-14 Disputes Concerning Labor Standards
- 52.222-15 Certification of Eligibility

3.02 WORK PERFORMANCE (JUN 2012)

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the LCO. The LCO may reject the Lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

3.03 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (OCT 2019)

A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

B. Unless waived by the LCO, the Lessor shall submit a reuse plan for leases 10,000 RSF or greater. The Government will not pay for existing fixtures and other TIs accepted in place. However, the Government will reimburse the Lessor, as part of the TIA, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the LCO.

3.04 CONSTRUCTION WASTE MANAGEMENT (OCT 2019)

A. For leases 10,000 RSF or greater, recycling construction waste is mandatory for initial space alterations for TIs and subsequent alterations under the Lease.

B. **SUBMITTAL REQUIREMENT:** Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.

C. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility: Ceiling grid and tile, light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs, duct work and HVAC equipment, wiring and electrical equipment, aluminum and/or steel doors and frames, hardware, drywall, steel studs, carpet, carpet backing, and carpet padding, wood, insulation, cardboard packaging, pallets, windows and glazing materials, all miscellaneous metals (as in steel support frames for filing equipment), and all other finish and construction materials.

D. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with Federal and state laws and requirements concerning hazardous waste.

E. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.

F. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the LCO. Records shall include materials recycled or land-filled, quantity, date, and identification of hazardous wastes.

3.05 WOOD PRODUCTS (OCT 2019)

- A. Particle board, strawboard, and plywood materials used shall be free of formaldehyde or sufficiently aged prior to use such that indoor air levels in the finished leased space shall not exceed 0.016 parts per million (ppm) of formaldehyde.
- B. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.
- C. For leases 10,000 RSF or greater, new installations of wood products shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at [HTTP://WWW.WOOD-DATABASE.COM/WOOD-ARTICLES/RESTRICTED-AND-ENDANGERED-WOOD-SPECIES/](http://www.wood-database.com/wood-articles/restricted-and-endangered-wood-species/) or [HTTPS://WWW.FWS.GOV/INTERNATIONAL/PLANTS/CURRENT-CITES-LISTINGS-OF-TREE-SPECIES.HTML](https://www.fws.gov/international/plants/current-cites-listings-of-tree-species.html). In addition, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States ([HTTPS://US.FSC.ORG/EN-US](https://us.fsc.org/en-us)), or the Sustainable Forestry Initiative ([HTTP://WWW.SFIPROGRAM.ORG/](http://www.sfiprogram.org/)).

3.06 ADHESIVES AND SEALANTS (OCT 2019)

- A. All adhesives employed (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no heavy metals, and that do not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.
- B. For leases 10,000 RSF or greater, the Lessor is encouraged to use applicable environmentally preferable criteria that are recommended in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://sftool.gov/greenprocurement) and <https://sftool.gov/greenprocurement/green-products/8/miscellaneous/1238/adhesives/0>.

3.07 BUILDING SHELL REQUIREMENTS (OCT 2016)

- A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Amortized Capital, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.
- B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.
- C. The Building Shell rental rate shall also include, but is not limited to, costs included listed under Section II of GSA Form 1217, Lessor's Annual Cost Statement, including insurance, taxes, lease commission and management, in addition to profit, reserve costs and loan financing for the Building.

3.08 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)

- A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.
- B. THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and TI construction. Such review and approval is intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.
- C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this Lease.
- D. Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this Lease, special requirements and attachments, price lists, or design intent drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

3.09 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)

The Building in which the Premises are located shall be designed, built and maintained in good condition and in accordance with the Lease requirements. If not new or recent construction, the Building shall have undergone by occupancy, modernization, or adaptive reuse for office space

with modern conveniences. The Building shall be compatible with its surroundings. Overall, the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way.

3.10 VESTIBULES (APR 2011)

A. Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

B. The Lessor shall provide permanent entryway systems (such as grilles or grates) to control dirt and particulates from entering the Building at all primary exterior entryways.

3.11 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.12 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.13 FIRE ALARM SYSTEM (SEP 2013)

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.14 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)

A. Energy-related Requirements:

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or

b. (i) Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and

(ii) Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—

- I. That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and
- II. For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).
- III. That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates, and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

4. The Lessor is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.

B. Hydrology-related Requirements:

1. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.

a. For the purposes of applying EISA Section 438 in this Lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at: <http://www.epa.gov/greeningepa/technical-guidance-implementing-stormwater-runoff-requirements-federal-projects>

b. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

3.15 ELEVATORS (OCT 2016)

A. The Lessor shall provide suitable passenger elevator and, when required by the Government, freight elevator service to any of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in the in this Lease. However, one passenger elevator and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. Code: Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators (current as of the Lease Award Date). Elevators shall be provided with Phase I emergency recall operation and

Phase II emergency in-car operation in accordance with ASME A17.1/CSA B44. Fire alarm initiating devices (e.g., smoke detectors) used to initiate Phase I emergency recall operation shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code. The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.

C. Safety Systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

D. Speed: The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 SF per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. Interior Finishes: Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the LCO. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the LCO.

3.16 BUILDING DIRECTORY (APR 2011)

A tamper-proof directory with lock shall be provided in the Building lobby listing the Government agency. It must be acceptable to the LCO.

3.17 FLAGPOLE (SEP 2013)

If the Government is the sole occupant of the Building, a flagpole shall be provided at a location to be approved by the LCO. The flag of the United States of America will be provided by the Lessor, as part of shell rent, and replaced at all times during the Lease term when showing signs of wear.

3.18 DEMOLITION (JUN 2012)

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

3.19 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.20 CEILINGS (OCT 2019)

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Space and Premises shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

A. Ceilings shall be at a minimum 9 feet and 0 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

B. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.

C. Should the ceiling be installed in the Space prior to construction of the TIs, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the TIs. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TIs.

D. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO:

1. Restrooms. Plastered or spackled and taped gypsum board.
2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. For leases 10,000 RSF or greater, newly installed tiles or panels shall meet applicable, statutory environmentally preferable criteria related to biobased content as outlined under the Green Procurement Compilation at <https://sftool.gov/greenprocurement> and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/1732/acoustical-ceiling-tiles/0?addon=False>.
3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

3.21 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)

A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.

B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, (1) hollow steel construction, (2) solid core wood, or (3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives.

C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

3.22 DOORS: IDENTIFICATION (APR 2011)

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

3.23 WINDOWS (APR 2011)

A. Office Space shall have windows in each exterior bay unless waived by the LCO.

B. All windows shall be weather tight. Operable windows that open shall be equipped with locks. Off-street, ground-level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the Building.

3.24 PARTITIONS: GENERAL (OCT 2019)

A. Partitions in public areas shall be marble, granite, hardwood, or drywall covered with durable wall covering or high performance coating, or equivalent pre-approved by the LCO.

B. For leases 10,000 RSF or greater where the Government is a sole tenant of the Building, the Lessor is encouraged to use materials for newly installed gypsum board meeting applicable environmentally preferable criteria that are recommended in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://sftool.gov/greenprocurement) and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/1735/wallboardgypsum-boarddrywall/0?addon=False>.

3.25 PARTITIONS: PERMANENT (OCT 2019)

A. Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date.

B. For leases 10,000 RSF or greater where the Government is a sole tenant of the Building, the Lessor is encouraged to use materials for newly installed gypsum board meeting the applicable environmentally preferable criteria that are recommended in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://sftool.gov/greenprocurement) and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/1735/wallboardgypsum-boarddrywall/0?addon=False>.

3.26 INSULATION: THERMAL, ACOUSTIC, AND HVAC (OCT 2019)

A. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.

B. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.

C. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.

D. All insulation shall contain low emitting volatiles and not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde.

E. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

F. For leases 10,000 RSF or greater, all insulation products shall meet applicable, statutory environmentally preferable criteria related to recovered material content as outlined in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://sftool.gov/greenprocurement) and <https://sftool.gov/greenprocurement/green-products/1/construction-materials/22/building-insulation/0>.

3.27 WALL FINISHES – SHELL (SEP 2015)

- A. All restrooms within the Building common areas of Government-occupied floors shall have 1) ceramic tile, recycled glass tile, or comparable wainscot from the finished floor to a minimum height of 4'-6" and 2) semigloss paint on remaining wall areas, or other finish approved by the Government.
- B. All elevator areas that access the Space and hallways accessing the Space shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent.

3.28 PAINTING – SHELL (OCT 2019)

- A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.
- B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.
- C. For leases 10,000 RSF or greater, primer shall meet applicable, statutory environmentally preferable criteria related to biobased and recovered material content as outlined in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://sftool.gov/greenprocurement/green-products/3/building-finishes/1338/paint/0?addon=False) and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/1338/paint/0?addon=False>.

3.29 FLOORS AND FLOOR LOAD (OCT 2019)

- A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards, non-slip, and acceptable to the LCO.
- B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.

3.30 FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013)

- A. Exposed interior floors in primary entrances and lobbies shall be marble, granite, or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, or carpet base.
- B. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all restroom and service areas of Government-occupied floors.
- C. Any alternate flooring must be pre-approved by the LCO.
- D. The costs for cyclical carpet replacement requirements as outlined in Section 6 shall be included in the shell rent.

3.31 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.32 BUILDING SYSTEMS (APR 2011)

Whenever requested, the Lessor shall furnish to GSA as part of shell rent, a report by a registered professional engineer(s) showing that the Building and its systems as designed and constructed will satisfy the requirements of this Lease.

3.33 ELECTRICAL (OCT 2019)

- A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Main distribution for standard office occupancy shall be provided at the Lessor's expense. The electrical distribution panels enclosed in the electrical room shall include: single-phase 120/240 volt or 3-phase 120/208 volt service for leased spaces under 10,000 RSF; 3-phase 120/208 volt service for leased spaces between 10,000 and 25,000 RSF; and 3-phase 277/480 volt and 3-phase 120/208 volt service for leased spaces over 25,000 RSF. In no event shall such power distribution (not including lighting and HVAC) for the Space fall below 4 watts per ABOA SF.
- B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

3.34 INTENTIONALLY DELETED: ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)

3.35 PLUMBING (JUN 2012)

The Lessor shall include the cost of plumbing in common areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for TIs, shall be included in the shell rent.

3.36 DRINKING FOUNTAINS (OCT 2018)

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard. Potable is defined as water meeting current EPA primary drinking water standards or more stringent, applicable state or local regulations. The Lessor shall serve as first responder to any occupant complaints about drinking water. The Lessor shall promptly investigate any such complaints and implement the necessary controls to address the complaints and maintain potable water conditions.

3.37 RESTROOMS (OCT 2016)

A. If this Lease is satisfied by new construction or major alterations, Lessor shall provide water closets, sinks and urinals on each floor that is partially or fully occupied by the government per the following schedule. The schedule is per floor and based on a density of one person for each 135 ABOA SF of office Space, allocated as 50% women and 50% men. If major alterations to the restrooms occur during the term of this Lease, the number of fixtures then must meet the schedule as part of the major alterations.

ESTIMATED NUMBER OF EACH GENDER PER FLOOR			(WOMEN'S) WATER CLOSETS	(WOMEN'S) SINKS	(MEN'S) WATER CLOSETS	(MEN'S) URINALS	(MEN'S) SINKS
1	to	8	2	1	1	1	1
9	to	24	3	2	2	1	1
25	to	36	3	2	2	1	2
37	to	56	5	3	3	2	2
57	to	75	6	4	4	2	2
76	to	96	6	5	4	2	3
97	to	119	7	5	5	2	3
120	to	134	9	5	6	3	4
Above 135			3/40	1/24	1/20	1/40	1/30

B. If no new construction or major renovation of a restroom is occurring, compliance with local code is sufficient. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 200 feet on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

C. Each main restroom shall contain the following:

1. A mirror and shelf above the lavatory.
2. A toilet paper dispenser in each water closet stall that will hold at least two rolls and allow easy, unrestricted dispensing.
3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall.
6. A disposable toilet seat cover dispenser.
7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
8. A floor drain.
9. For new installations and major renovations, restroom partitions shall be made from recovered materials as listed in EPA's CPG.

3.38 PLUMBING FIXTURES: WATER CONSERVATION (OCT 2019)

For leases 10,000 RSF or greater, the specifications listed below apply:

1. New installations of plumbing fixtures,
 2. Replacement of existing plumbing fixtures, or
 3. Existing non-conforming fixtures where the Government occupies the full floor.
- A. Water closets must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized.

- B. Urinals must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.
- C. Faucets must conform to EPA WaterSense or fixtures with equivalent flow rates must be utilized.

Information on EPA WaterSense fixtures can be found at [HTTP://WWW.EPA.GOV/WATERSENSE/](http://www.epa.gov/watersense/).

3.39 JANITOR CLOSETS (SEP 2015)

Janitor closets shall meet all local codes and ordinances. When not addressed by local code, Lessor shall provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.

3.40 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (OCT 2016)

- A. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.
- B. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
- C. Equipment Performance. Temperature control for office Spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.
- D. Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
- E. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of the American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality.
- F. Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc.) for the Space shall be equipped with particulate matter air filters that meet the Minimum Efficiency Reporting Value (MERV) specified in the current edition of ANSI/ASHRAE Standard 62.1. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1. NAAQS information can be found at [HTTPS://WWW.EPA.GOV/GREEN-BOOK](https://www.epa.gov/green-book).
- G. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.

3.41 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2015)

- A. Sufficient space shall be provided on the floor(s) where the Government occupies Space for the purposes of terminating telecommunications service into the Building. The Building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switch rooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch. The telephone closets shall include a telephone backboard.
- B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:
1. TIA/EIA-568, Commercial Building Telecommunications Cabling Standard,
 2. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
 3. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
 4. TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.

C. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.

3.42 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)

- A. The Government may elect to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the Space. The Government may contract with one or more parties to have INS wiring (or other transmission medium) and telecommunications equipment installed.
- B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's

designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required. Access from the antennas to the Premises shall be provided.

D. The Lessor shall allow the Government's designated telecommunications providers to affix antennas and transmission devices throughout the Space and in appropriate common areas frequented by the Government's employees to allow the use of cellular telephones and communications devices necessary to conduct business.

3.43 LIGHTING: INTERIOR AND PARKING - SHELL (OCT 2016)

NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SF.

A. **INTERIOR FIXTURES:** High efficiency T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.

B. **LIGHTING LEVELS:** Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.

C. POWER DENSITY:

Existing Buildings: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.

New Construction: The maximum fixture power density shall not exceed 1.1 watts per ABOA SF.

D. **DAYLIGHTING CONTROLS:** If the Lease is more than 10,000 ABOA SF, the Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows and skylights where daylight can contribute to energy savings. Daylight harvesting sensing and controls shall be either integral to the fixtures or ceiling mounted and shall maintain required lighting levels in work spaces.

E. **OCCUPANCY/VACANCY SENSORS:** The Lessor shall provide ceiling mount occupancy sensors, or vacancy sensors (preferred), or scheduling controls through the building automation system (BAS) throughout the Space in order to reduce the hours that the lights are on when a particular space is unoccupied. No more than 1,000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after the BAS has shutdown the building at the end of the workday.

F. BUILDING PERIMETER:

1. Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 1 foot-candle at the surface throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 15:1 and a maximum to average uniformity ratio of 4:1.

2. If the leased space is 100 percent occupied by Government tenants, all exterior parking lot fixtures shall be "Dark Sky" compliant with no property line trespass.

G. **PARKING STRUCTURES:** The minimum illuminance level for parking structures is 5 foot-candles as measured on the floor with a uniformity ratio of 10:1.

H. **PARKING SENSORS:** If the leased space is 100 percent occupied by Government tenants, exterior parking area and parking structure lighting shall be sensor or BAS controlled in order that it may be programmed to produce reduced lighting levels during non use. This non-use time period will normally be from 11:00 pm to 6:00 am.

I. **EXTERIOR POWER BACKUP:** Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.

3.44 ACOUSTICAL REQUIREMENTS (JUN 2012)

A. Reverberation Control. Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have an NRC of not less than 0.75. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.85.

B. Ambient Noise Control. Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and restrooms; NC 50 in other spaces.

C. Noise Isolation. Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:

Conference rooms: NIC 40
Offices: NIC 35

D. Testing. The LCO may require, at Lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

3.45 SECURITY FOR NEW CONSTRUCTION (OCT 2019)

The Lessor shall provide a written certification from a licensed professional engineer that the Building conforms to a minimum of:

- A. Window glazing and façade protection level, with a performance condition appropriate to the identified Facility Security Level.
- B. Setback distance, as specified in this Lease, from the face of the Building's exterior to the protected/defended perimeter (i.e., any potential point of explosion). This means the distance from the Building to the curb or other boundary protected by bollards, planters or other street furniture. Such potential points of explosion may be, but are not limited to, such areas that could be accessible by any motorized vehicle (i.e., street, alley, sidewalk, driveway, parking lot).
- C. Lobbies, mailrooms, and loading docks shall not share a return-air system with the remaining areas of the Building. The Lessor shall provide lobby, mailroom, and loading dock ventilation systems' outside air intakes and exhausts with low leakage, fast acting, isolation dampers that can be closed to isolate their systems. Dedicated HVAC shall be required for mailrooms only when the Government specifically requires a centrally operated mailroom. On Buildings of more than four stories, air intakes shall be located on the fourth floor or higher. On Buildings of three stories or less, air intakes shall be located on the roof or as high as practical. Locating intakes high on a wall is preferred over a roof location.

3.46 SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2012)

For leases requiring new construction, the space will not be considered substantially complete until the LCO receives the Seismic Form F, Certificate Of Seismic Compliance – New Building. This form must be completed by the civil or structural engineer and certify that the building was designed and constructed in accordance with the appropriate local code.

3.47 FIRE PROTECTION FOR NEW CONSTRUCTION (APR 2015)

- A. The new Building shall be protected throughout by an automatic fire sprinkler system designed in accordance with the National Fire Protection Association (NFPA) 13, *Installation of Sprinkler Systems* (current as of the Lease Award Date).
- B. When an electric fire pump is provided to support the design of the fire sprinkler system, a secondary power source shall be provided to the fire pump by a standby emergency generator or another means acceptable to the Government.
- C. The fire alarm system installed shall be an emergency voice/alarm communication system when any one of the following conditions exist:
1. The Building is 2 or more stories in height above the level of exit discharge.
 2. The total calculated occupant load of the Building is 300 or more occupants.
 3. The Building is subject to 100 or more occupants above or below the level of exit discharge.

The emergency voice/alarm communication system shall be designed and installed to meet the requirements of NFPA 72 (current as of the Lease Award Date).

3.48 GREEN BUILDING RATING CERTIFICATION FOR NEW CONSTRUCTION (OCT 2016)

- A. Within 12 months of occupancy, the Lessor shall obtain certification at the Silver level from the U.S. Green Building Council (USGBC) -- LEED®-NC program. For requirements to achieve the Silver certification, Lessor must refer to the latest version at the time of submittal of the LEED®-NC Reference Guide (at [HTTP://WWW.USGBC.ORG/](http://www.usgbc.org/)). At completion of all documentation and receipt of final certification, the Lessor must provide the Government two electronic copies on compact disks, flash drives, or appropriate electronic media of all documentation submitted to USGBC. Acceptable file format is Adobe PDF from the LEED–Online workspace and templates. In addition, the Lessor will provide the Government viewing access to the LEED-Online workspace during design and through the term of the Lease.
- B. Prior to the end of the first year of occupancy, if the Lessor fails to achieve LEED® Silver certification, the Government may assist the Lessor in implementing a corrective action program to achieve a LEED® Silver certification and deduct its costs (including administrative costs) from the rent.

3.49 INTENTIONALLY DELETED: GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2016)

3.50 INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2019)

- A. The Lessor shall provide to the Government safety data sheets (SDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.

B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

C. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

D. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a MERV of 8 at each return air grill, as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size.

E. Flush-Out Procedure:

1. HVAC flush-out shall commence after construction ends and the Building has been completely cleaned. All interior finishes, such as millwork, doors, paint, carpet, acoustic tiles, and movable furnishings (e.g., workstations, partitions), must be installed, and major VOC punch list items must be finished.

2. Prior to occupancy, Lessor shall install new filtration media and perform a building flush-out by supplying a total air volume of 14,000 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%.

3. If the LCO determines that occupancy is required before flush-out can be completed, the Space may be occupied only after delivery of a minimum of 3,500 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%. Once the Space is occupied, it must be ventilated at a minimum rate of 0.30 cubic foot per minute (cfm) per square foot of outdoor air or greater. During each day of the flush-out period, ventilation must begin at least three hours before occupancy and continue during occupancy. These conditions must be maintained until a total of 14,000 cubic feet per square foot of outdoor air (4 270 liters of outdoor air per square meter) has been delivered to the space.

3.51 SYSTEMS COMMISSIONING (APR 2011)

The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall cover only work associated with TIs or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems.

3.52 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE (SEP 2014)

A. Environmental Due Diligence

Lessor is responsible for performing all necessary "response" actions (as that term is defined at 42 U.S.C. § 9601(25) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)) with regard to all "recognized environmental conditions," as that term is defined in ASTM Standard E1527-13, as such standard may be revised from time to time. This obligation extends to any contamination of the Property where such contamination is not attributable to the Government. Lessor must provide the Government with a summary report demonstrating completion of all required response actions prior to Substantial Completion. Any remediation performed by or on behalf of Lessor must be undertaken in strict compliance with all applicable federal, state and local laws and regulations.

B. National Environmental Policy Act

The National Environmental Policy Act regulations provide for analyzing proposed major federal actions to determine if there are ways to mitigate the impact of the proposed actions to avoid, minimize, rectify, reduce, or compensate for environmental impacts associated with such actions. Where the Government has determined that any or all of these mitigation measures should be or must be adopted to lessen the impact of these proposed actions, Lessor must incorporate all mitigation measures identified and adopted by the Government in the design and construction drawings and specifications. All costs and expenses for development of design alternatives, mitigation measures and review submittals for work to be performed under the Lease are the sole responsibility of Lessor.

3.53 INTENTIONALLY DELETED: NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS – LEASE (SEP 2014)

3.54 DESIGN EXCELLENCE – LEASE (OCT 2016)

A. After Lease Award, the Lessor's Architect, Engineers and Construction Management Team shall participate in a Technical Design Review of the design with Government representatives to collaboratively develop a final design and balance the following objectives:

- Provide an efficient working environment that can accommodate ongoing technological innovation and allow for a technologically state-of-the-art work place throughout the building's useful life;
- Provide design, construction, and ongoing operational services that minimize the impact on the environment and the utilization of energy and other scarce and non-renewable resources;
- Provide an innovative design that appropriately expresses the Federal Government's purpose and identity—a facility that reflects the dignity, enterprise, vigor, and stability of the Federal Government, emphasizing designs that embody the finest contemporary architectural innovations while avoiding an official style;
- Provide a design that exemplifies accessibility within the context of a public/private sector project;
- Provide an efficient and economical construction process and procedures that enforces and improves the design goals; and

- Deliver the building on-time and on-budget and within prevailing market rates for this type of facility.

B. GSA's goal is to maximize the above objectives in the design and construction of the facility while maintaining a fully serviced lease.

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (OCT 2017)

Design and construction activities for the Space shall commence upon Lease award. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

A. Lessor-Provided Design Intent Drawings (DIDs): The Lessor must submit to GSA, as part of the shell cost, complete DIDs conforming to the requirements of this Lease and other Government-supplied information related to the tenant agency's interior build-out requirements not later than **60** Working Days following the Lease Award Date, provided that the Government supplies such information and direction as reasonably required for Lessor to timely complete DIDs. The Government (GSA and the tenant agency) shall attend two meetings at the Lessor's request for the purpose of providing information and direction in the development of DIDs. The Lessor should anticipate at least two submissions of DIDs before receiving approval. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal based on the TIs and associated work as shown on the DIDs. This budget proposal shall be completed, as part of the shell cost, within **15** Working Days of the Government's request.

B. DIDs. For the purposes of this Lease, DIDs are defined as layout line drawings of the leased Space, reflecting all Lease requirements, showing partitions and doors; schematic demolition; voice, data, and electrical outlet locations; finishes; generic furniture layout, and any additional details necessary to communicate the design intent to the lessor's architect for the purpose of preparing the construction documents (CDs). A full DID set must include the following elements:

Level 1:

1. Cover Sheet;
2. Demolition Plan (if applicable);
3. Construction (Partition) Plan;
4. Power/Communication (Electrical) Plan;
5. Furniture Plan; and
6. Finish Plan.

Level 2 (reimbursable):

After Lease Award, the Government may request the Lessor to submit a separate price proposal to provide Level 2 DIDs in addition to the Level 1 DIDs which are already priced as part of the shell rent. If requested, Level 2 DIDs must include the following Level 2 elements:

1. Reflected Ceiling Plan;
2. Interior Elevations;
3. Interior Sections;
4. Partition Type/ Section Plan; and
5. Door/Hardware Schedule

C. Government review and approval of Lessor-provided DIDs: The Government must notify the Lessor of DID approval not later than **15** Working Days following submission of DIDs conforming to the requirements of this Lease as supplied by the Government. Should the DIDs not conform to these requirements, the Government must notify the Lessor of such non-conformances within the same period; however, the Lessor shall be responsible for any delay to approval of DIDs occasioned by such non-conformance. The Government's review and approval of the DIDs is limited to conformance to the specific requirements of the Lease as they apply to the Space.

D. The Lessor's preparation and submission of construction documents (CDs): The Lessor as part of the TI must complete CDs conforming to the approved DIDs not later than **30** Working Days following the approval of DIDs. The pricing for this work is included under the A/E fees established under Section 1 of the Lease. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within **15** Working Days of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

E. Government review of CDs: The Government shall have **15** Working Days to review CDs before Lessor proceeds to prepare a TI price proposal for the work described in the CDs. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

F. The Lessor's preparation and submission of the TI price proposal: The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease within **20** Working Days following the end of the Government CD review period.

4.02 CONSTRUCTION DOCUMENTS (SEP 2012)

The Lessor's CDs shall include all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, security, and architectural improvements scheduled for inclusion into the Space. CDs shall be annotated with all applicable specifications. CDs shall also clearly identify TIs

already in place and the work to be done by the Lessor or others. Notwithstanding the Government's review of the CDs, the Lessor is solely responsible and liable for their technical accuracy and compliance with all applicable Lease requirements.

4.03 TENANT IMPROVEMENTS PRICE PROPOSAL (OCT 2016)

A. The Lessor's TI price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals (as described below) obtained from entities not affiliated with the Lessor. Any work shown on the CDs that is required to be included in the Building shell rent or already priced as BSAC shall be clearly identified and excluded from the TI price proposal. After negotiation and acceptance of the TI price, GSA shall issue a NTP to the Lessor.

B. Under the provisions of FAR Subpart 15.4, the Lessor shall submit a TI price proposal with information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism for the TIs within the time frame specified in this section. The TI price proposal shall use the fee rates specified in the "Tenant Improvement Fee Schedule" paragraph of this Lease. The Lessor shall exclude from the TI price proposal all costs for fixtures and/or other TIs already in place, provided the Government has accepted same. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place. The Lessor must provide certified cost or pricing data for TI proposals exceeding the threshold in FAR 15.403-4, to establish a fair and reasonable price. For TI proposals that do not exceed the threshold in FAR 15-403-4, the Lessor shall submit adequate documentation to support the reasonableness of the price proposal as determined by the LCO.

C. The TIs scope of work includes the Lease, the DIDs, the CDs, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the LCO for resolution. All differences will be resolved by the LCO in accordance with the terms and conditions of the Lease.

D. In lieu of requiring the submission of detailed cost or pricing data as described above, the Government (in accordance with FAR 15.403) is willing to negotiate a price based upon the results of a competitive proposal process. A minimum of two qualified General Contractors (GCs) shall be invited by the Lessor to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the GCs, a minimum of two qualified subcontractors from each trade of the Tenant Improvement Cost Summary (TICS) Table (described below) shall be invited to participate in the competitive proposal process.

E. Each TI proposal shall be (1) submitted by the proposed General Contractors (or subcontractors) using the TICS Table in CSI Masterformat; (2) reviewed by the Lessor prior to submission to the Government to ensure compliance with the scope of work (specified above) and the proper allocation of shell and TI costs; and (3) reviewed by the Government. General Contractors shall submit the supporting bids from the major subcontractors along with additional backup to the TICS Table in a format acceptable to the Government. Backup will follow the TICS table Master format cost elements and be to level 5 as described in P-120, Project Estimating Requirements for the Public Buildings Service.

F. Unless specifically designated in this Lease as a TI or BSAC cost, all construction costs shall be deemed to be included in the Shell Rent. Any costs in the GC's proposal for Building shell items shall be clearly identified on the TICS Table separately from the TI costs.

G. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids at its sole discretion. The Government reserves the right to attend or be represented at all negotiation sessions between the Lessor and potential contractors.

H. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors. The LCO shall issue to the Lessor a NTP with the TIs upon the Government's sole determination that the Lessor's proposal is acceptable. The Lessor shall complete the work within the time frame specified in this section of the Lease.

4.04 INTENTIONALLY DELETED: BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2015)

4.05 GREEN LEASE SUBMITTALS (OCT 2019)

The Lessor shall submit to the LCO:

- A. Product data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased Space. This information must be submitted NO LATER THAN the submission of the DIDs, if applicable.
- B. SDS or other appropriate documents upon request for products listed in the Lease. All SDS shall comply with Occupational Safety and Health Administration (OSHA) requirements for the Globally Harmonized System of Classification and Labeling of Chemicals (GHS). The Lessor and its agents shall comply with all recommended measures in the SDS to protect the health and safety of personnel.
- C. For leases 10,000 RSF or greater, a re-use plan, if required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the Lease.
- D. If the Lessor is unable to comply with the environmentally preferable requirements stated throughout the Lease, he/she must submit a waiver request for each material within the TI pricing submittal. The waiver request shall be based on the following exceptions:
 - 1. Product cannot be acquired competitively within a reasonable performance schedule.
 - 2. Product cannot be acquired that meets reasonable performance requirements.
 - 3. Product cannot be acquired at a reasonable price.
 - 4. An exception is provided by statute.

The price shall be deemed unreasonable when the total life cycle costs are significantly higher for the sustainable product versus the non-sustainable product. Life cycle costs are determined by combining the initial costs of a product with any additional costs or revenues generated from that product during its entire life.

- E. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the Lease.
- F. Construction waste management plan: For leases 10,000 RSF or greater, prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.
- G. Building recycling service plan: A Building recycling service plan with floor plans annotating recycling area(s) as part of DIDs, if applicable, to be reflected on the CD submission.
- H. A signed statement from the Lessor for the leased Space explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period called for in the Lease.
- I. A written commissioning plan submitted to the LCO prior to the completion of DIDs, if applicable, that includes:
 - 1. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the LCO immediately); and
 - 2. A description of how commissioning requirements will be met and confirmed.
- J. At completion of LEED®, documentation and receipt of final certification, along with two electronic copies of all supporting documentation for certification on compact disk.
- K. If renewable source power is purchased, documentation within 9 months of occupancy.

4.06 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within **10 Working Days** of issuance of the NTP. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. Within **5 Working Days** of NTP, the Lessor shall initiate a construction meeting. The Lessor will have contractor representatives including its architects, engineers, general contractor and sub-contractor representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.

4.07 PROGRESS REPORTS (JUN 2012)

After start of construction, the Lessor shall submit to the LCO written progress reports at intervals of **5 Working Days**. Each report shall include information as to the percentage of the work completed by phase and trade; a statement as to expected completion and occupancy dates; changes introduced into the work; and general remarks on such items as material shortages, strikes, weather, etc, that may affect timely completion. In addition, at the Government's discretion, the Lessor shall conduct meetings every two weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Space. The Lessor shall be responsible for taking and distributing minutes of these meetings.

4.08 CONSTRUCTION INSPECTIONS (SEP 2015)

- A. The LCO or the LCO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs, if applicable.
- B. Periodic reviews, witnessing of tests, and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the LCO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

4.09 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)

The Government shall have the right to access any space within the Building during construction for the purposes of performing inspections or installing Government furnished equipment. The Government shall coordinate the activity of Government contractors with the Lessor to minimize conflicts with and disruption to other contractors on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government on this project.

4.10 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2015)

- A. Ten (10) Working Days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs, if applicable, is substantially complete, a Certificate of Occupancy (C of O) has been issued as set forth below, and the Building improvements necessary for acceptance as described in the paragraph "Building Improvements" are completed.

B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

C. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease.

D. The Government will not be required to accept space prior to the schedule outlined in this Lease.

4.11 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space. The rent for the Space will be adjusted based upon the measured ABOA square footage as outlined under the Payment clause of the General Clauses. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Premises, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

4.12 AS-BUILT DRAWINGS (OCT 2019)

Not later than **60** days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. As-built drawings shall include those for Civil, Architectural, Mechanical, Electrical, and Plumbing features, including, but not limited to, those for IT, Communications, Security, and Fire Protection. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted in a digital format. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the LCO.

4.13 INTENTIONALLY DELETED: LIQUIDATED DAMAGES (JUN 2012)

4.14 SEISMIC RETROFIT (SEP 2013)

The following requirements apply to Leases requiring seismic retrofit:

A. The Lessor shall provide a final construction schedule, all final design and construction documents for the seismic retrofit, including structural calculations, drawings, and specifications to the Government for review and approval prior to the start of construction. When required by local building code, a geotechnical report shall be made available to the Government.

B. The Lessor's registered civil or structural engineer shall perform special inspections to meet the requirements of Chapter 17 of the International Building Code (IBC).

C. For Leases requiring seismic retrofit, the Space will not be considered substantially complete until a Seismic Form E - Certificate Of Seismic Compliance - Retrofitted Building, certifying that the Building meets the Basic Safety Objective of ASCE/SEI 41, executed by a registered civil or structural engineer, has been delivered to the LCO.

4.15 LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013)

A. The Lessor's project management fee shall cover all of the Lessor's project management costs associated with the delivery of Tenant Improvements, including, but not limited to:

1. Legal fees
2. Travel costs
3. Insurance
4. Home office overhead and other indirect costs
5. Carrying costs, exclusive of the TI amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
6. Municipal, county, or state fees (not related to sales tax)
7. TI proposal preparation costs
8. Lessor's labor costs related to the management of the TI build-out.

B. At a minimum, the Lessor shall be responsible for performing the following services in order to receive the project management fee:

1. Provide assistance and expertise to the Government project team in the form of coordination, management, and administration of the design and construction process;
2. Monitor performance of the general contractor and other contractors, control schedules, and oversee financial accounts;
3. Conduct and document design and construction project meetings;
4. Perform administrative tasks, including documentation, record keeping (issuing meeting minutes), and payment validation in addition to submittal and change order processing;

5. Maintain Request for Information (RFI), submittal, and change order logs; and
6. Provide technical expertise (e.g. testing, estimating, resolving claims, or responding to inquiries).

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated within this Section 5, or designated as TIs within the attached agency requirements and Security Requirements, shall be deemed to be TI costs.

5.02 INTENTIONALLY DELETED: TENANT IMPROVEMENT SPECIFICATIONS (SEP 2015)

With respect to the following bulleted paragraphs, the Government accepts the tenant improvements in their existing condition. Notwithstanding this acceptance, the requirements under these paragraphs shall pertain to future repair or replacement due to maintenance or alterations performed throughout the term of the Lease.

- DOORS: INTERIOR
- DOORS: HARDWARE
- PARTITIONS; SUBDIVIDING
- HEATING AND AIR CONDITIONING
- ELECTRICAL: DISTRIBUTION
- LIGHTING: INTERIOR AND PARKING - TI

5.03 FINISH SELECTIONS (SEP 2015)

The Lessor must consult with the Government prior to developing a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must comply with specifications set forth elsewhere in this Lease. All required finish option samples must be provided at no additional cost to the Government within 10 Working Days after initial submission of DIDs, if applicable. GSA must deliver necessary finish selections to the Lessor within 10 Working Days after receipt of samples. The finish options must be approved by GSA prior to installation. The Lessor may not make any substitutions after the finish option is selected.

5.04 WINDOW COVERINGS (JUN 2012)

A. Window Blinds. All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the TIs. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of one-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Government. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Government.

B. Draperies:

1. If draperies are required, they shall be part of the TIs and the following minimum specifications shall apply:
 - a. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be floor, apron, or sill length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from the center, right, or left side.
 - b. Construction. Any draperies to be newly installed shall be made as follows:
 - i. Fullness of 100 percent, including overlap, side hems, and necessary returns;
 - ii. Double headings of 4 inches turned over a 4-inch permanently finished stiffener;
 - iii. Doubled side hems of 1-1/2 inches; 4-inch doubled and blind stitched bottom hems;
 - iv. Three-fold pinch pleats;
 - v. Safety stitched intermediate seams;
 - vi. Matched patterns;
 - vii. Tacked corners; and,
 - viii. No raw edges or exposed seams.
 - c. Use of existing draperies must be approved by the Government.

5.05 DOORS: SUITE ENTRY (OCT 2019)

A. Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi gloss oil-based paint finish that does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.

B. For leases 10,000 RSF or greater, the paint finish must meet applicable, statutory environmentally preferable criteria related to biobased and recovered material content as outlined in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://SFTOOL.GOV/GREENPROCUREMENT).and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/1338/paint/0?addon=False>.

5.06 DOORS: INTERIOR (OCT 2019)

A. Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint and which does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.

B. For leases 10,000 RSF or greater, the paint finish must meet applicable, statutory environmentally preferable criteria related to biobased and recovered material content as outlined in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://SFTOOL.GOV/GREENPROCUREMENT).and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/1338/paint/0?addon=False>.

5.07 DOORS: HARDWARE (SEP 2013)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101 or the International Building Code current as of the Lease Award Date.

5.08 DOORS: IDENTIFICATION (JUN 2012)

Door identification shall be installed in approved locations adjacent to office entrances as part of the TIs. The form of door identification shall be approved by the Government.

5.09 PARTITIONS: SUBDIVIDING (OCT 2019)

A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs, if applicable. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).

B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.

D. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

E. For leases 10,000 RSF or greater, the Lessor is encouraged to use materials for newly installed gypsum board meeting applicable environmentally preferable criteria that are recommended in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://SFTOOL.GOV/GREENPROCUREMENT) and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/1735/wallboardgypsum-boarddrywall/0?addon=False>.

5.10 WALL FINISHES (OCT 2019)

If the Government chooses to install a wall covering, the following specifications shall apply:

A. Commercial grade, weighing not less than 13 ounces per square yard.

B. For leases 10,000 RSF or greater, wall covering shall be vinyl-free, chlorine-free, plasticizer-free, with recycled or bio-based content. If the Government chooses to install a high-performance paint coating, it shall comply with the VOC limits of the Green Seal Standard GS-11.

5.11 PAINTING – TI (OCT 2019)

A. Prior to acceptance, all surfaces within the Space which are designated by GSA for painting shall be newly finished in colors and type of paint acceptable to the Government.

B. For leases 10,000 RSF or greater, the Lessor shall provide interior paints, primers, coatings, stains, and sealers that meet applicable, statutory, environmentally preferable criteria for biobased and recovered material content as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://SFTOOL.GOV/GREENPROCUREMENT) and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/1338/paint/0?addon=False>. The Lessor shall use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible.

5.12 FLOOR COVERINGS AND PERIMETERS (OCT 2019)

- A. Broadloom carpet or carpet tiles shall meet the requirements set forth in the specifications below. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.
- B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.
- C. Any alternate flooring shall be pre-approved by the Government.
- D. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED

1. Product sustainability and environmental requirements. For leases 10,000 RSF or greater, floor covering and perimeter products must meet applicable, statutory, environmentally preferable criteria related to biobased and recovered material content as outlined under the Green Procurement Compilation at WWW.SFTOOL.GOV/GREENPROCUREMENT and [HTTPS://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/3/BUILDING-FINISHES/23/CARPET/0?ADDON=FALSE](https://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/3/BUILDING-FINISHES/23/CARPET/0?ADDON=FALSE), [HTTPS://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/3/BUILDING-FINISHES/1307/FLOOR-COVERINGS-NON-CARPET/0?ADDON=FALSE](https://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/3/BUILDING-FINISHES/1307/FLOOR-COVERINGS-NON-CARPET/0?ADDON=FALSE), and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/97/floor-tiles-heavy-dutycommercial/0?addon=False>.

2. Face fiber content. Face yarn must be 100 percent nylon fiber. Loop Pile shall be 100 percent Bulk Continuous Filament (BCF); cut and loop shall be 100 percent BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.

3. Performance requirements for broadloom and modular tile:

- a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).
- b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.
- c. Flooring Radiant Panel Test: Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.
- d. Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.

NOTE: Testing must be performed in a NVLAP accredited laboratory.

4. Texture Appearance Retention Rating (TARR). Carpet must meet TARR rating of at least 3.0 TARR for moderate traffic areas such as private offices, and heavy traffic areas such as training space, conference rooms, courtrooms, etc., and at least 3.5 TARR for severe traffic areas, including open office space, cafeteria, corridors and lobbies. The carpet must be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.

5. Carpet reclamation. Reclamation of existing carpet to be determined with potential vendor. When carpet is replaced, submit certification documentation from the reclamation facility to the LCO.

6. Warranty. Submit a copy of the manufacturer's standard warranty to the LCO within the first 60 days of Government occupancy. The Government is to be a beneficiary of the terms of this warranty.

5.13 HEATING AND AIR CONDITIONING (JUN 2012)

Zone Control. Provide individual thermostat control for office Space with control areas not to exceed 1,500 ABOA SF. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing Space use and modulating HVAC system in response to Space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

5.14 ELECTRICAL: DISTRIBUTION (SEP 2015)

- A. All electrical, telephone, and data outlets within the Space shall be installed by the Lessor in accordance with the DIDs, if applicable. All electrical outlets shall be installed in accordance with NFPA Standard 70.
- B. All outlets within the Space shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.
- C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

5.15 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

Telecommunications floor or wall outlets shall be provided as part of the TIs. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

5.16 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

Provide sealed conduit to house the agency telecommunications system when required.

5.17 DATA DISTRIBUTION (JUN 2012)

The Government shall be responsible for the cost of purchasing and installing data cable. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. The Lessor shall provide as part of the TI, outlets with rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent Government-provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop.

5.18 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)

A. The Lessor shall provide as part of the TIs separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.

B. The Government shall be responsible for the cost of purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.

C. The Lessor shall furnish and install suitably sized junction boxes near the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

D. The Lessor's electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

5.19 LIGHTING: INTERIOR AND PARKING – TI (SEP 2015)

A. **FIXTURES:** Once the design intent drawings are approved, the Lessor shall design and provide interior lighting to comply with requirements under the paragraph, "Lighting: Interior and Parking – Shell." Any additional lighting fixtures and/or components required beyond what would have been provided for an open office plan (shell) are part of the TIs.

B. **PENDANT STYLE FIXTURES:** If pendant style lighting fixtures are used, the increase between the number of fixtures required in the Building shell and the Space layout is part of the TIs.

C. **MIXED FIXTURES:** DIDs, if applicable, may require a mixed use of recessed or pendant style fixtures in the Space.

D. **BUILDING PERIMETER:** There may be additional requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter in the Security Requirements attached to this Lease.

5.20 AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)

Where sprinklers are required in the Space, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided as part of Shell rent. Any additional sprinkler fixtures and/or components required in the Space beyond what would have been provided for an open office plan (shell) are part of the TIs.

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)

A. The Government's normal hours of operations are established as **7:00 AM to 5:00 PM**, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

B. The Lessor and the Lessor's representatives, employees and contractors shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate (professional) appearance.

6.02 UTILITIES (APR 2011)

The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

6.03 INTENTIONALLY DELETED: UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (AUG 2011)

6.04 UTILITY CONSUMPTION REPORTING (OCT 2016)

Upon the effective date of the Lease, only for leases over 10,000 RSF, the Lessor shall provide regular quarterly reports for the amount of utilities (including water) consumed at the Building broken down by utility type per month for the duration of the Lease. Lessors shall report this utility consumption data within 45 calendar days of the end of each calendar quarter in the Environmental Protection Agency (EPA) Portfolio Manager online tool [HTTPS://WWW.ENERGYSTAR.GOV/](https://www.energystar.gov/). Data reported includes, but is not limited to, the number of actual units consumed, by utility type per month, and associated start and end date(s) for that consumption.

(Refer to the following link for reporting guidance: www.gsa.gov/ucr)

6.05 HEATING AND AIR CONDITIONING (OCT 2018)

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

B. During non working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C. Thermal comfort. During all working hours, comply with the latest edition of ASHRAE Standard 55, Thermal Comfort Conditions for Human Occupancy.

D. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.

E. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

F. Normal HVAC systems' maintenance shall not disrupt tenant operations.

G. **500** ABOA SF of the Premises shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server room. The temperature of this room shall be maintained at **72** degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.

6.06 OVERTIME HVAC USAGE (OCT 2018)

A. If there is to be a charge for heating or cooling outside of the Building's normal hours, such services shall be provided at the hourly rates set forth elsewhere in the Lease. Overtime usage services may be ordered by the Government's authorized representative only.

B. When the cost of service is \$3,500 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$3,500 shall be placed using GSA Form 300, Order for Supplies or Services, or other approved service requisition procurement document. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.

C. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease.

6.07 JANITORIAL SERVICES (JUN 2012)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

- A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures, and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space.
- B. Three times a week. Sweep or vacuum stairs.
- C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
- D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.
- E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor.
- F. Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
- G. Three times a year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
- H. Twice a year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas.
- I. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
- J. Every two years. Shampoo carpets in all offices and other non-public areas.
- K. Every five years. Dry clean or wash (as appropriate) all draperies.
- L. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.
- M. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

6.08 SELECTION OF CLEANING PRODUCTS (OCT 2019)

For leases 10,000 RSF or greater where the Government is a sole occupant of the Building, the Lessor shall use cleaning products (including general purpose cleaners, floor cleaners, hand soap, etc.) that meet applicable, statutory, environmentally preferable criteria related to biobased and recovered material content as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL.GREENPORCUREMENT](https://sftool.gov/greenprocurement/green-products/5/cleaning-products/0) and <https://sftool.gov/greenprocurement/green-products/5/cleaning-products/0>.

6.09 SELECTION OF PAPER PRODUCTS (OCT 2019)

For leases 10,000 RSF or greater where the Government is a sole occupant of the Building, the Lessor shall select paper and paper products (e.g., restroom tissue and paper towels) that meet applicable, statutory, environmentally preferable criteria related to recovered material content as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL.GREENPORCUREMENT](https://sftool.gov/greenprocurement/green-products/5/cleaning-products/0) and <https://sftool.gov/greenprocurement/green-products/5/cleaning-products/0>

6.10 SNOW REMOVAL (APR 2011)

Lessor shall provide snow removal services for the Government on all days for which this Lease has designated normal hours. Lessor shall clear parking lots if the accumulation of snow exceeds two inches. Lessor shall clear sidewalks, walkways and other entrances before accumulation exceeds 1.5 inches. The snow removal shall take place no later than 5:00 AM, without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor shall keep walkways, sidewalks and parking lots free of ice during the normal hours. The Lessor shall remove

excess buildup of sand and/or ice melt to minimize slipping hazards. If the Building entrance(s) has a northern exposure, then Lessor shall take additional measures to protect the safety of pedestrians.

6.11 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

6.12 MAINTENANCE OF PROVIDED FINISHES (OCT 2016)

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas at least every three years.
2. Lessor shall perform cyclical repainting of the Space every **5** years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:
 - a. Backing or underlayment is exposed;
 - b. There are noticeable variations in surface color or texture;
 - c. It has curls, upturned edges, or other noticeable variations in texture;
 - d. Tiles are loose; or,
 - e. Tears or tripping hazards are present.
2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet and base coving in the Space every **10** years, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.
3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

6.13 ASBESTOS ABATEMENT (APR 2011)

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

6.14 ONSITE LESSOR MANAGEMENT (APR 2011)

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

6.15 IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)

A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and M-11-11, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended. These policies require the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be

notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.

C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.

D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.

E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's Space in accordance with the above criteria. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to have persons re-apply who were cleared through this process while associated with the former contractor or subcontractor in accordance with GSA policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with GSA policy.

F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.

G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as When no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.

H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.

I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

6.16 SCHEDULE OF PERIODIC SERVICES (JUN 2012)

Within 60 days after occupancy by the Government, the Lessor shall provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

6.17 LANDSCAPING (OCT 2019)

A. For leases 10,000 RSF or greater where the Government is the sole occupant of the building, the Lessor shall use landscaping products that meet applicable, statutory, environmentally preferable criteria related to recycled content as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL/GREENPROCUREMENT](https://SFTOOL/GREENPROCUREMENT) AND [HTTPS://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/6/LANDSCAPING-PRODUCTS/0](https://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/6/LANDSCAPING-PRODUCTS/0).

B. Landscape management practices shall prevent pollution by:

1. Employing practices which avoid or minimize the need for herbicides, fertilizers and pesticides; and
2. Composting/recycling all yard waste.

C. For leases 10,000 RSF or greater, if the Lessor satisfies performance of this Lease by new construction, and where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.

6.18 LANDSCAPE MAINTENANCE (APR 2011)

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

6.19 RECYCLING (JUN 2012)

A. For Leases greater than 10,000 rentable SF, with a Lease term greater than six months, the Lessor shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist.

B. Where state or local law, code, or ordinance requires recycling programs for the Premises, Lessor shall comply with such state and/or local law, code, or ordinance.

C. When implementing any recycling program, the Lessor shall provide an easily accessible, appropriately sized area (2 SF per 1,000 SF of Building gross floor area) that serves the Space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Space.

6.20 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

6.21 INTENTIONALLY DELETED: SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (FEB 2020)

6.22 INDOOR AIR QUALITY (OCT 2019)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards are not exceeded. .

B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO. The Lessor shall take corrective action to correct any tests or measurements that do not meet GSA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within the Space, common building areas, ventilation systems and zones serving the Space, and the area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning and minimum MERV 10 rated ventilation system filtration whenever feasible.

G. The Lessor is encouraged to comply with best practices outlined in Appendix D- Indoor Air Quality in GSA Leased Facilities (Best Practices) within the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8).

6.23 RADON IN AIR (OCT 2016)

If Space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased Space for 2 days to 3 days using charcoal canisters. The Lessor is responsible to provide Space in which radon levels in air are below the GSA action levels of 4 picoCuries per liter (pCi/L) for childcare and 25 pCi/L for all other space. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors shall be completed. For further information on radon, go to: [HTTPS://WWW.EPA.GOV/RADON](https://www.epa.gov/radon) .

6.24 RADON IN WATER (JUN 2012)

A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided to the Premises is in compliance with EPA requirements and shall submit certification to the LCO prior to the Government occupying the Space.

B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action.

6.25 HAZARDOUS MATERIALS (SEP 2013)

- A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.
- B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

6.26 MOLD (OCT 2018)

- A. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower. The Lessor shall safely remediate all actionable mold in accordance with sub-paragraph C below.
- B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of actionable mold.
- C. Within 72 hours following a flood, plumbing leak or heavy rain whereby the Government Space or air zones serving the Space may have become moisture damaged, the Lessor shall repair any leakage sources and remediate the moisture damage. Whenever moisture damage or infiltration persists such that: mold is visible, mold odors are present, or occupants register complaints about mold, the Lessor shall employ a board-certified, industrial hygienist or equivalently qualified consultant to inspect and evaluate the Space and air zones serving the Space for visible and/or actionable mold presence; inspection shall take place no later than 15 calendar days following identification of a potential mold issue as described above. The Lessor shall promptly furnish these inspection results to the Government. After all leaks have been identified and corrected, the Lessor shall safely remediate all visible moldy and/or water damaged materials identified by the consultant using a qualified remediation contractor following the methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008) and all applicable state laws pertaining to mold remediation practices. Remediation shall also remove actionable mold levels. Remediation shall be completed within a time frame acceptable to the Lease Contracting Officer which shall be no later than 90 calendar days following confirmation of the presence of actionable mold.
- D. The presence of actionable mold in the Premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this Lease. In addition to the provisions of the Fire and Other Casualty clause of this Lease, should a portion of the Premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative Space at the Lessor's expense, including the cost of moving, and any required alterations.

6.27 OCCUPANT EMERGENCY PLANS (SEP 2013)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

6.28 FLAG DISPLAY (OCT 2016)

If the Lessor has supplied a flagpole on the Property as a requirement of this Lease, the Lessor shall be responsible for flag display on all workdays and Federal holidays. The Lessor may illuminate the flag in lieu of raising and lowering the flag daily. The Lessor shall register with the Federal Protective Service (FPS) MegaCenter in order to receive notifications regarding when flags shall be flown at half-staff, as determined by Executive Order.

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 SECURITY REQUIREMENTS (OCT 2016)

The Lessor agrees to the requirements of Federal Security Level **2** attached to this Lease.

7.02 INTENTIONALLY DELETED: ~~MODIFIED LEASE PARAGRAPHS (OCT 2016)~~

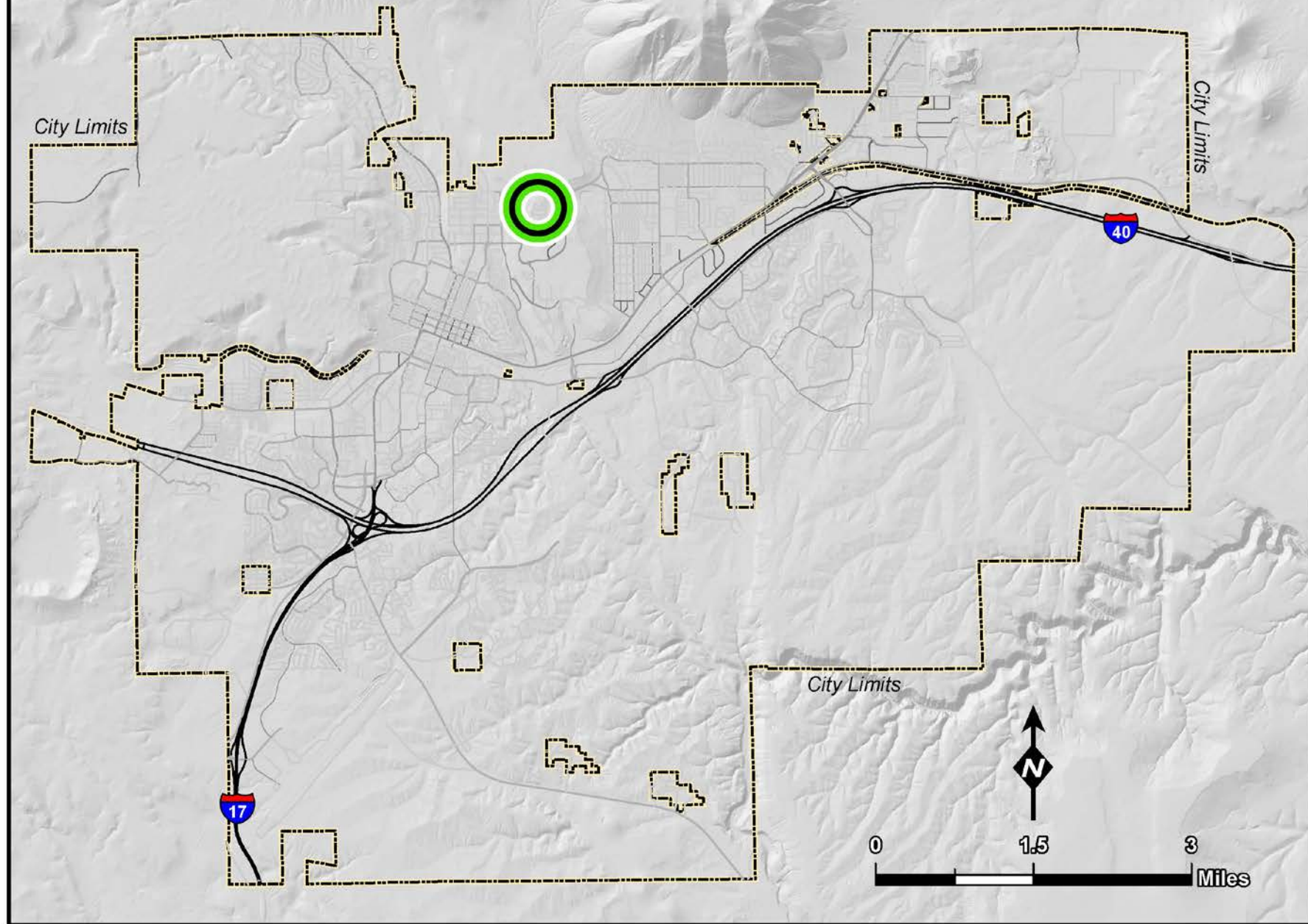
7.03 INTENTIONALLY DELETED: ~~ADDENDUM TO GSA FORM 3517B, GENERAL CLAUSES, NO FEDERALLY ELECTED OFFICIALS TO BENEFIT (OCT 2018)~~



USGS Campus Build to Suit



USGS Campus Build to Suit



USGS Flagstaff Science Center





USGS Campus – Build to Suit

Over the Past Year...

- **City and GSA Staff have met numerous times**
 - Discussions have focused on finances and campus facilities
- **In Fall of 2020, when funding appeared likely to not cover construction expenses, the City started to look at a hybrid**
 - For example, construct one building; renovate another
 - Renovation estimates for Buildings 3 and 4 (each approximately 50-years-old) were costly and still not to current standards
 - Ultimately, GSA required two new buildings per Program Of Requirements (POR) and square footage requirements



USGS Campus – Build to Suit

Over the Past Year...

- **New construction estimates were also calculated during this time (currently \$38.3M)**
- **Last meeting with GSA and City Staff discussed the benefits of resoliciting the Build to Suit**
 - Updating of POR (infrastructure specifications) from USGS
 - Renegotiation of lease rates
 - Exploration of City funding options
 - Delay unfortunate, but better than starting construction and not being able to complete

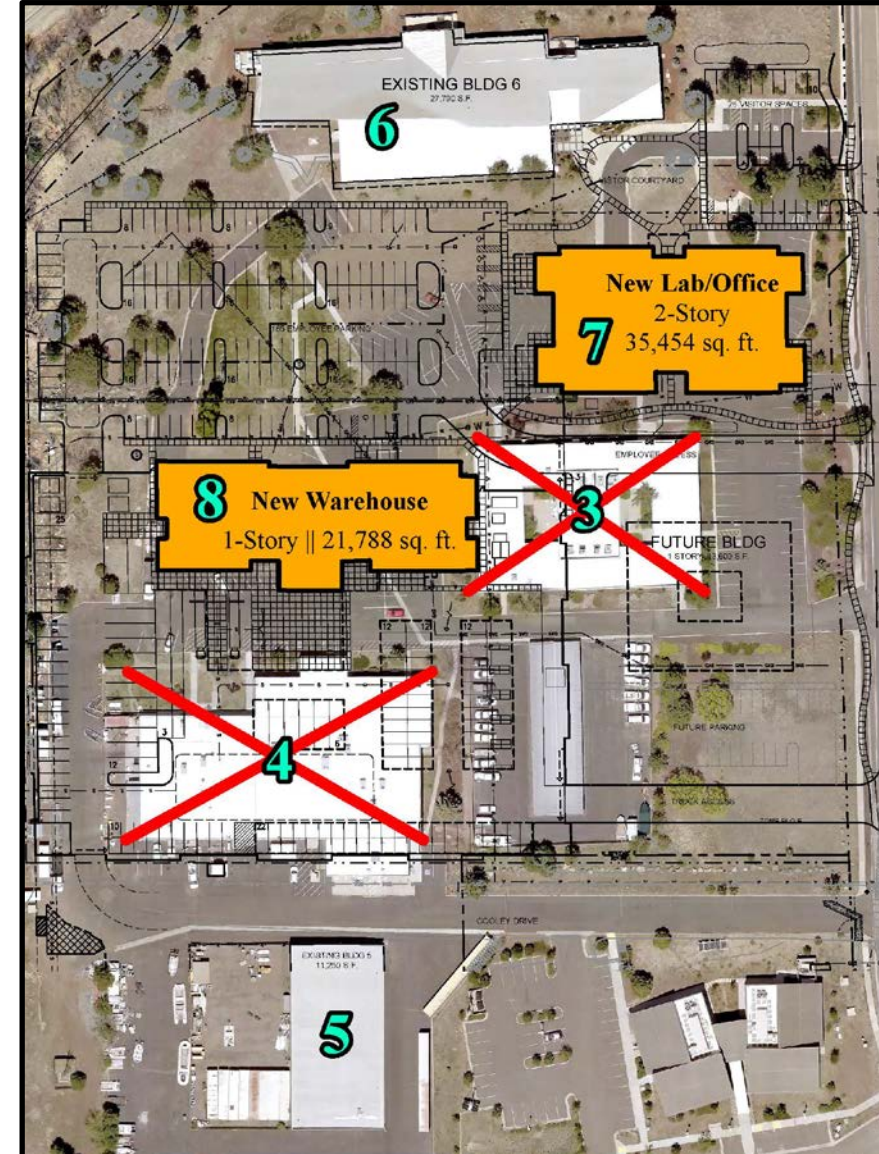


USGS Campus – Build to Suit



Project Details

- Demolition of two existing buildings
- Construction of two new buildings
 - *New Lab/Office (7)*
 - *New Warehouse (8)*
- USGS Flagstaff Science Campus
 - *Four buildings (5, 6, 7, 8)*





USGS Campus – Build to Suit

Project Details

- **Council approved the lease between the City and the US General Services Administration (GSA) on 15 Sept 2020**
 - *Lease has not been executed*
- **Costs have significantly increased over the past five years**
 - Project estimates:
 - \$20,821,698 (2016)**
 - \$27,815,873 (2018)**
 - \$38,269,376 (2021)**



USGS Campus – Build to Suit

Suggested Path Forward

- **GSA has presented an option for a 10-year, or two (2) five-year leases, to extend the current lease for continuing USGS operations**
 - This would come back to Council for approval
- **Would allow time for the GSA to rescope and resolicit the Build-to-Suit Project**
 - USGS would update infrastructure needs
 - City would investigate funding opportunities
 - An updated leasing rate would result from a resolicitation



USGS Campus – Build to Suit

Suggested Path Forward

- **City Staff would come back to Council with a new lease for a future build-to-suit project**
- **POR was created in January 2014 and revised in June 2017**
 - This would be updated by USGS to reflect the agency's campus infrastructure requirements



USGS Campus – Build to Suit

SPECIAL THANKS TO...

- **Rick Tadder**, *Management Services Director*
- **Stacey Brechler-Knaggs**, *Grants and Contracts Manager*
- **Bryce Doty**, *Real Estate Manager*
- **Erin Winschel**, *US General Services Administration (GSA)*



USGS Campus – Build to Suit

Financial Details

- **Proposition 101 approved in May 2004**
- **Authorized amount was for \$61.2M**
- **City has bonded for \$3.37M, leaving a \$57.83M balance**
- **To provide for the construction and/or renovation of facilities to be leased to the General Services Administration (USGS) and others, and to pledge State shared or other revenues**
- **Debt can be no more than 25 years with maximum interest rate of 10%**





USGS Campus – Build to Suit

Financial Details – Previous Proposal

- **City has negotiated with GSA since May 2016**
- **City to contribute \$3M from USGS reserve account**
- **Financing \$24,815,873 with approximate 3.5% interest**
- **Estimated 22 to 24-year loan with a lease term of 20 years**
 - 10 years firm
- **Initial annual lease payment is \$1,894,137.78**
 - Paid by the USGS
 - Will cover the debt service payment and \$80K annually for insurance and maintenance of the facility



USGS Campus – Build to Suit

Financial Details – Updated Costs

- **Cost of construction increased over \$10 million**
- **GSA is not flexible on the monthly rental rate**
- **Option**
 - Identify additional \$10 million to contribute to the project
 - Eliminate annual reserve AND issue debt for over a 37 years period (lease only guaranteed for 10 years with a 10-year renewal)
 - Do not execute the lease agreement (staff recommendation)

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Dan Folke, Community Development Director
Co-Submitter: David McIntire
Co-Submitter: Alaxandra Pucciarelli
Date: 11/10/2021
Meeting Date: 11/16/2021



TITLE

Discussion of San Francisco Square Affordable Housing project and Parking Garage, 320 N. Humphreys Street.

STAFF RECOMMENDED ACTION:

The information provided is in preparation for a future City Council consideration to approve modifications from the zoning code to support the San Francisco Square, a 146 unit, 100% affordable housing project.

EXECUTIVE SUMMARY:

As a 100% Affordable Housing Project, the San Francisco Square is a proposed 146 unit affordable housing apartment building to be developed by the Foundation for Senior Living. The project has received Low Income Housing Tax Credit (LIHTC) and will serve eligible households with an income of 80% Area Median Income or less. The project will be constructed in two phases. The second phase will include a parking structure that will include 97 public parking spaces to support the Flagstaff Courthouse operations and the community's historic downtown.

The project presents a great parking partnership opportunity. There is an existing and intended partnership between the Foundation for Senior Living (FSL) and the City of Flagstaff. Currently, the City licenses the southern half of the parcel from FSL for \$1,250 per month for use as a surface parking lot. This lot serves the Municipal Court's staff and customers as well as the general public. The lot today is managed by ParkFlag. In the future, the intention is to generate permanent parking for the Municipal Court and for the public through finished spaces in the development within a parking garage and purchased by the City for the cost of its development. This future parking structure will also be managed by ParkFlag and will generate ongoing revenues.

INFORMATION:

The City Council approved a new Affordable Housing Incentive in March, 2021. The incentive allows City Council to approve modifications from the zoning code for projects that provide 100% affordable units that serve 80% Area Median Income (AMI) or less. The purpose of the subject item is to introduce the project to the City Council and community in preparation for consideration of the modifications at a future meeting. The modification incentive requires notification to interested parties and surrounding property owners and the property will be posted with a meeting notice. Staff anticipates the request will

The site plan for the San Francisco Square was approved in October, 2021 with a condition that City Council approve the requested modifications.

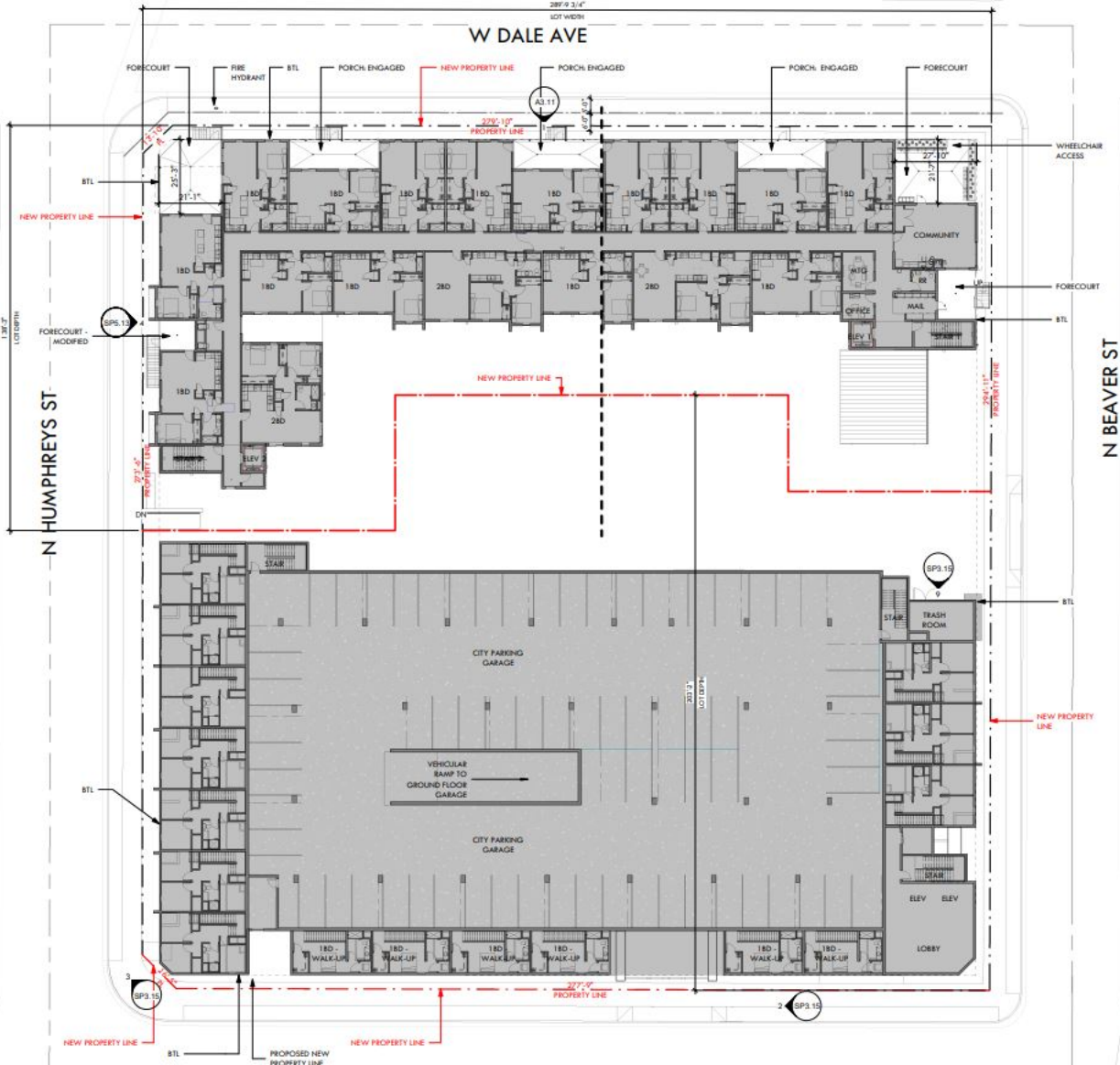
As mentioned above, there is an existing and another intended partnership between FSL and the City.

Additionally, there is an intention of both parties to generate a public parking facility as a part of the overall project. This parking garage is anticipated to be built by FSL as a part of their second phase, and the City will acquire finished spaces within the structure by paying the verified cost of construction. The garage spaces, like the current surface lot, will serve the Municipal Court staff and customers as well as patrons and employees of the downtown itself. It is currently planned to be 97 spaces and will likely be acquired by the City after being developed.

Based on current estimates for construction and soft costs, along with the proportionate purchase of the land, the City's purchase price for the completed parking garage is \$4,832,410 or approximately \$48,819 per space.

Attachments: Elevation View - Dale Ave
 Site Plan Overview
 Presentation





San Francisco Square

November 16, 2021





San Francisco Square

- 146 - unit Affordable Housing project
- 320 S. Humphreys Street (former Catholic Elementary School & Babbitt house)
- 100% units serving 80% Area Median Income (AMI) and lower
- Low Income Housing Tax Credit (LIHTC) awarded



San Francisco Square



- Utilizing the Transect Zone T-5
- Commercial Block Building Type
- Utilizing Affordable Housing Incentive
 - 10-30.20.040 B.4.c Adjustment of Property Development Standards



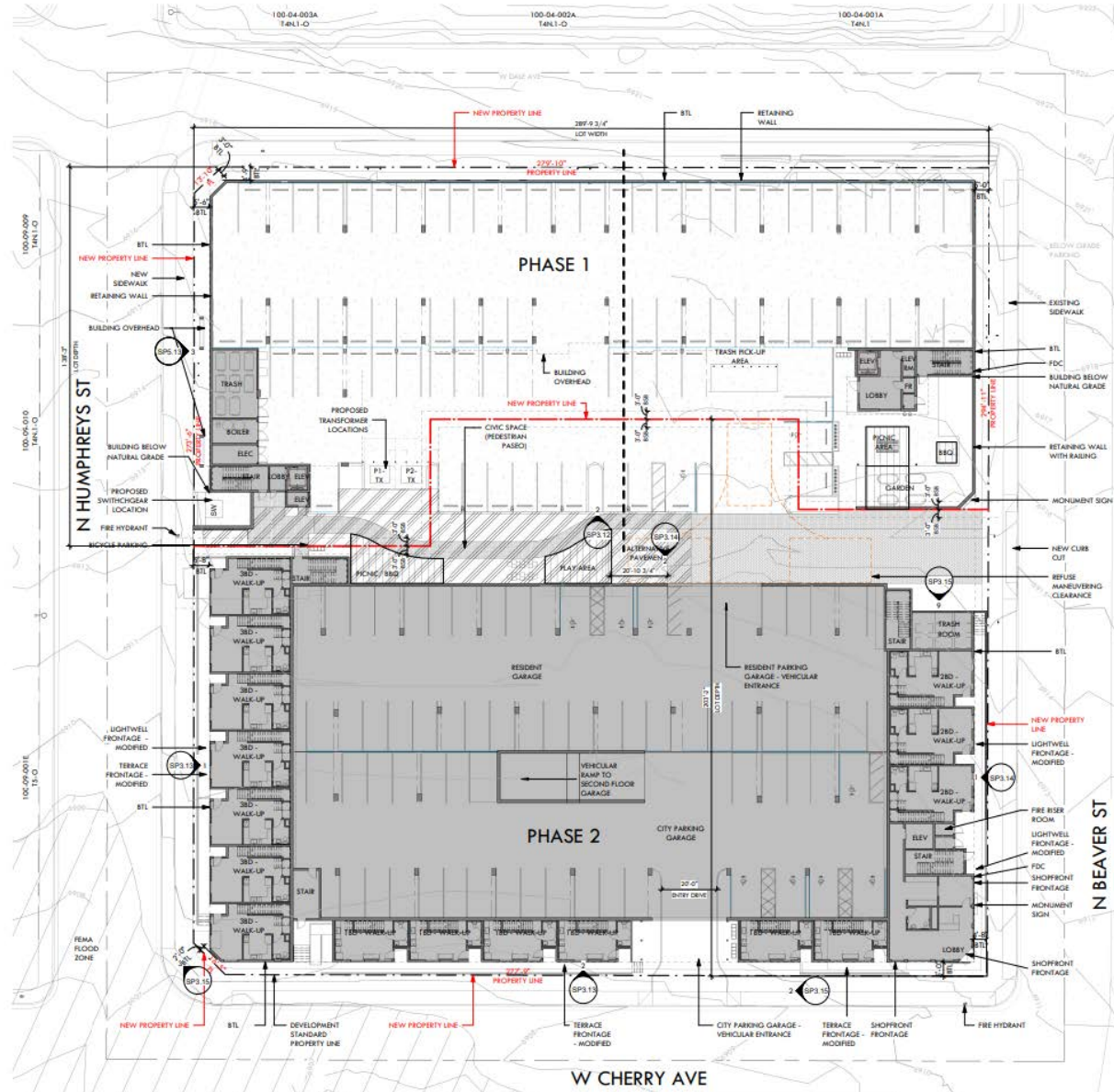
Proposed Development

Phase 1: San Francisco Square

- 100% Affordable rental units for Seniors
- 70 units (60 one-bedrooms, 10 two-bedrooms)
- 59 parking spaces

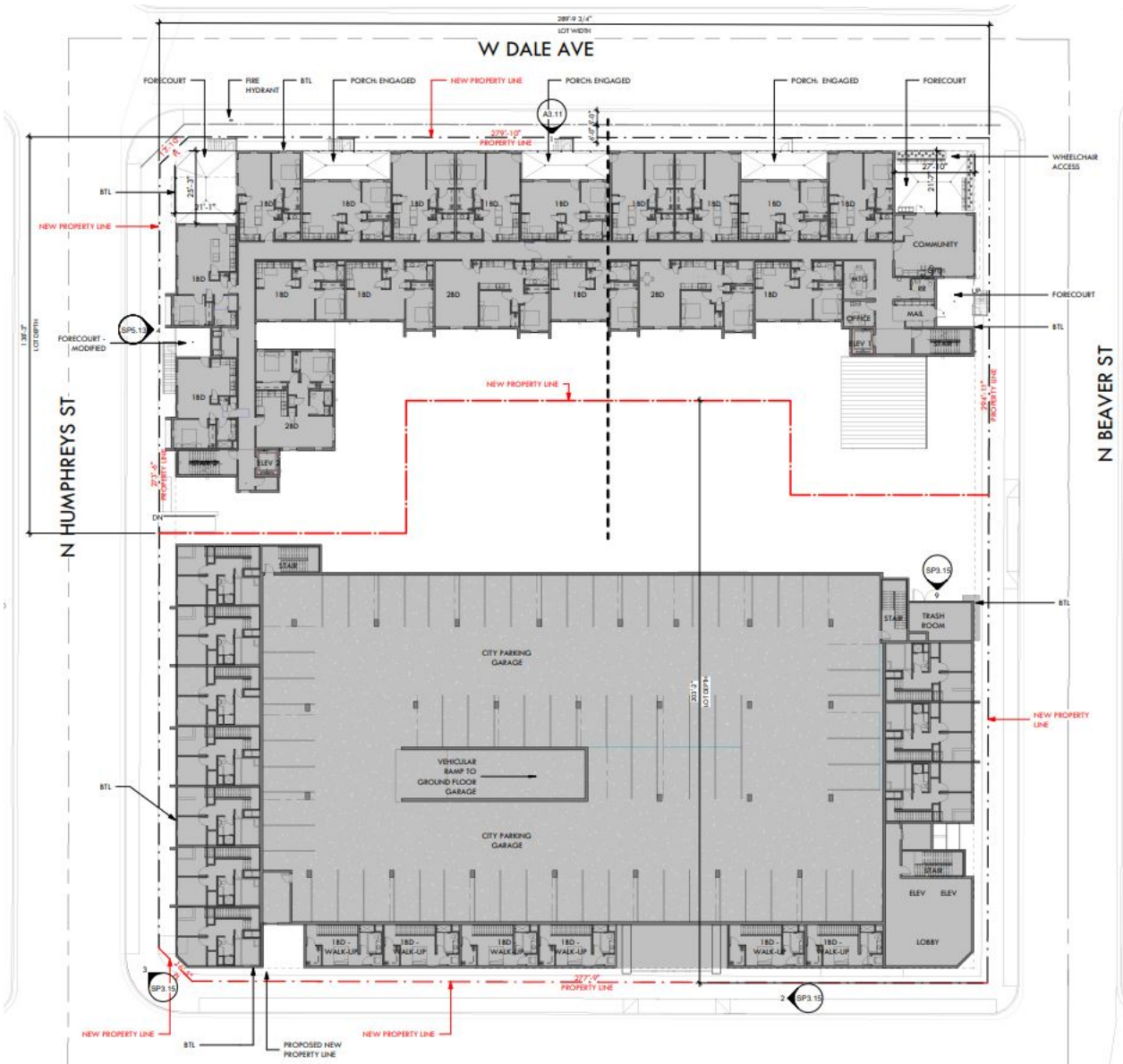
Phase 2: Aspen Lofts

- 100% Affordable rental units
- 76 units (37 one-bdrms, 20 two-bdrms, 19 three-bdrms)
- 55 residential parking spaces and 97 city spaces





Second Floor Plan





Perspective



1 Street Perspective - N Humphreys St + W Cherry Ave

- View from Humphreys and Cherry



Perspective



1 Street Perspective - N Humphreys St + W Dale Ave

- View from Humphreys and Dale



Perspective



① Street Perspective - N Humphreys St

- View from Humphreys



Process



Site Plan Application:

- Conditionally Approved on October 25, 2021
- Requires City Council approval for requested code modifications for a 100% affordable project
- City Council action item anticipated in December 2021
 - Staff presentation of site plan and criteria to approve modifications (10-30.20.040 B.4.c(i))



Current partnership

Surface Parking Lot

- Lot is licensed for \$1,250/mo
- 90 spaces of surface parking
 - Managed by ParkFlag
- Serves:
 - Municipal Court staff and customers
 - The general public and employee north permit holders





Intended future partnership

Negotiations underway to purchase a parking garage built by FSL as part of the project for use by the Municipal Court and the public.

- Current design shows 97 spaces
- City would purchase completed spaces from the project at the cost of development (Current estimate \$4,832,410)
- Intention to maintain some parking availability during construction of FSL's first phase

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Jenny Niemann, Climate Program Manager
Date: 11/10/2021
Meeting Date: 11/16/2021



TITLE

Regional Plan Amendment for Carbon Neutrality Discussion

STAFF RECOMMENDED ACTION:

This is an informational update for discussion, in advance of the December 7th Council meeting for potential adoption.

EXECUTIVE SUMMARY:

The City of Flagstaff is proposing a Major Plan Amendment on climate change and climate action to the Flagstaff 2030 Regional Plan. The proposed amendment will revise pages IV-11, IV-12, and X-19 of the Flagstaff Regional Plan 2030: Place Matters (Regional Plan). This amendment will align the Regional Plan Climate Change and Adaptation pages with the City's climate action work and the 2021 Carbon Neutrality Plan.

Staff will update Council on the proposed Amendment, the rationale and benefits of this amendment, and the public review process.

INFORMATION:

The proposed Amendment to the Regional Plan will align the Regional Plan Climate Change and Adaptation pages with the City's climate action work and the 2021 Carbon Neutrality Plan.

Why amend the Regional Plan?

"The Flagstaff Regional Plan is a dynamic document that can be updated, revised, and improved over time to respond to emerging issues, new ideas, and changing conditions." – The Flagstaff Regional Plan 2030

The proposed amendment is a text amendment, as it changes the written text of the Regional Plan. The amendment is a **major** amendment because it adds or deletes a goal or policy in the Plan. The State and the City of Flagstaff outline specific requirements of major plan amendments. These are outlined in Chapter III of the Regional Plan and the Flagstaff City Code, Title 11, General Plans and Subdivisions. Major Plan amendments require a significant public outreach component, and are only reviewed by City Council once per calendar year.

Why is this change necessary?

This text amendment will update the Flagstaff Regional Plan 2030's discussion of climate change and climate action to align with the City of Flagstaff's climate action goals. The climate action work of the City has evolved rapidly since the 2014 adoption of the Regional Plan, creating a gap between the guidance

provided in the Regional Plan and the City's declared climate goals and the ambition of its climate actions.

This gap is exemplified in the Regional Plan's discussion of greenhouse gas reduction targets:

- The Flagstaff Regional Plan 2030 climate change and adaptation section set a goal to reduce greenhouse gas emissions: Goal E&C.2.: reduce greenhouse gas emissions.
- In 2018, City Council set a goal to reduce community greenhouse gas emissions by 80% by 2050.
- In 2020, City Council declared a climate emergency and set a goal to achieve carbon neutrality by 2030, effectively reducing emissions to net-zero. The achievement of this goal will be guided by the Carbon Neutrality Plan, which was adopted by the Flagstaff City Council on June 15, 2021.

While these goal statements all support City action to reduce greenhouse gas emissions and do not conflict with one another, there is a significant gap between the ambition and requisite actions of these goal statements. This gap reflects the growth in the urgency of climate action, both globally and locally.

This amendment will restore alignment between the Regional Plan and the City's well-established climate goals, clarifying the carbon neutrality goal and the types of climate action the City will take. This will reduce confusion, increase transparency, and support decision-makers when making decisions based on the City's climate action goals.

Amendment Details

The Proposed Regional Amendment includes the following changes on page IV-11 and IV-12 of the Regional Plan:

- Changes to the narrative
- Revisions to goals E&C 2 and E&C 3
- Revisions to policies E&C 2.1, E&C 2.2, E&C 3.2, and E&C 4.1
- Addition of four policies: E&C 2.3, E&C 2.4, E&C 3.5, and E&C 3.6

In addition, there is also one proposed change to Policy T.8.1 in the Transportation Chapter to add specificity and clarity.

These changes are detailed in the attached documents, which explain the exact text changes for each goal and policy.

Project timeline

This amendment was initiated by the Planning and Zoning Commission on April 14, 2021, at the request of the Sustainability Commission.

This amendment application was approved by the City of Flagstaff Inter-Division Staff group on July 29, 2021.

The City of Flagstaff hosted a public review period from July 13, 2021, until September 13, 2021. Information was provided to the community through printed advertisements, press releases, multiple in-person or online events, a dedicated webpage, social media postings, Sustainability Commission meetings, and newsletter updates.

The following opportunities for engagement were provided to all community members:

- One in-person Open House: Wednesday, August 25th from 5:00 to 7:00 pm, Murdoch Community Center, at 203 E. Brannen Ave, Flagstaff, AZ 86001.
- Two online information sessions via Zoom:
 - Tuesday July 20th, from 5:30 to 6:30 pm.
 - Thursday September 9th, from 6:00 to 7:00 pm.

- A Flagstaff Community Forum online comment board, available at <https://www.opentownhall.com/10937>
- Email, mail, or phone calls to Jenny Niemann, Climate and Energy Specialist.
- Four meetings of the Planning and Zoning Commission, and two meetings of the Sustainability Commission.

Connection to the Regional Plan:Regional Plan:

Goal E&C.2 Reduce Greenhouse gas emissions.

Goal E&C.3 Strengthen community and natural environment resiliency through climate adaptation efforts.

Goal E&C.4. Integrate the best available science into all policies governing the use and conservation of Flagstaff's natural resources.

Attachments: Summary of Revisions
 Powerpoint

Carbon Neutrality Amendment to the Flagstaff 2030 Regional Plan

November 2, 2021

This document details the proposed text revisions for this major plan amendment. The pages to be revised are Regional Plan pages IV-11, IV-12 and X-19.

This document contains several versions of the revised plan pages:

- **Pages 2-4:** The proposed amended pages of the Regional Plan: pages IV-11, IV-12 and X-19 of the Regional Plan, in final formatting.
- **Pages 5-6:** A summary of proposed changes to goals and policies.
- **Pages 7-10:** A comparison document showing the exact proposed changes to the text, via tracked changes.
- **Pages 11-13:** The current Regional Plan pages, prior to any amendment.

Climate Change and Adaptation

Climate change is disrupting global weather patterns and threatening communities across the world. While climate shifts have occurred in the past, today's climate is changing at a faster rate than ever recorded, due to the high concentration of human-caused greenhouse gas emissions. Changes to the climate system have been noted through observations of increases in global average air and ocean temperatures, widespread melting of snow and ice, and rising global average sea level (Intergovernmental Panel on Climate Change 2019). At the same time, weather patterns have become more extreme, with more intense and longer droughts, more extreme precipitation events, and increased heat waves.

Climate models predict further decreases in annual precipitation and a 5°F increase in the average temperature in Coconino County by 2050 (CLIMAS 2017). The projected increases in temperature and volatility are expected to lead to changes to Flagstaff's regional forests, our vegetation and animal communities, and our community's systems and infrastructure.



Photo credit: Coconino National Forest

Local Climate Change Impacts

Flagstaff and Coconino County have seen warming since the mid-1980's, and will continue to see increased temperatures and aridity, or dryness. Key issues that the Flagstaff region must address include the following:

- Increasing temperatures, particularly an increase in minimum temperatures, or overnight lows;
- An increase in aridity and drought, leading to depleted soil moisture;
- Decreasing water supplies, reductions in annual snowpack, and decreases in snowmelt;
- Increasing risk of wildfire and tree mortality, and an increased frequency and altered timing of flooding;
- Impacts on the region's unique tourism and recreation opportunities and its land use systems, housing, and infrastructure;
- Increased risk to public health and increased vulnerabilities of lower income families, Black communities, Indigenous communities, communities of color, and the elderly, among other vulnerable groups.

Climate Action: Mitigation, Adaptation and Equity

The Flagstaff region has historically faced climate risks, including forest fires, record high temperatures, snow storms, high winds, flooding, and drought. These events affect every resident, though different communities experience climate change in different ways. As the regional climate changes, these risks will become more severe.

The impact of these changes can be reduced with preventative measures. Flagstaff's climate objectives in mitigation, adaptation and equity were established in the Flagstaff Climate Action and Adaptation Plan (2018) and then updated in the Flagstaff Carbon Neutrality Plan (2021). These documents outline three types of climate action:

- **Mitigation** actions reduce the severity of climate change by decreasing greenhouse gas emissions and limiting their concentration in the atmosphere. The Flagstaff region has the opportunity to help mitigate the changes in climate by reducing emissions from transportation, building energy use, water use, consumption of goods and waste disposal.
- **Adaptation** actions prepare for the effects of climate change by understanding and preparing for the increased potential of wildfire, flooding, drought, and major community change, and then building resilience to short-term hazards and long-term change.
- **Equity** actions reduce the unequal burdens created by climate change. Flagstaff can address climate change in a manner that prioritizes the vulnerable communities most impacted and ensures the costs and benefits of climate adaptation and mitigation are equitably distributed.

At the community level, mitigation investments include efforts to **decrease dependence on cars**, embrace **electric mobility**, produce **clean electricity**, facilitate **fuel switching** in buildings, **reduce building energy use**, improve **sustainable consumption and waste management**, and undertake **carbon dioxide removal**. Adaptation will require building **community resilience** and investing in critical infrastructure such as stormwater and transportation systems, to prepare for increases in volatility, extreme weather events, flooding, wildfires, and community change (2012 City of Flagstaff Resiliency and Preparedness Study). **Equitable systems** investments include initiatives to protect vulnerable residents from the negative impacts of climate change and ensuring all residents can access the benefits of climate action. For the purposes of the Flagstaff Regional Plan, how we develop land will have a significant impact on our greenhouse gas emissions and the mitigation of climate change.

CLIMATE CHANGE AND ADAPTATION GOALS AND POLICIES

Goal E&C.2. Achieve carbon neutrality for the Flagstaff community by 2030.

Policy E&C.2.1. Encourage the reduction of energy and material consumption.

Policy E&C.2.2. Promote investments that create a connected and efficient community, decrease emissions from transportation and building energy, and strengthen climate resiliency.

Policy E&C.2.3. Review and revise existing regulations, standards, and plans (codes, ordinances, etc.) to reduce community greenhouse gas emissions.

Policy E&C 2.4. Promote developments that help the community achieve carbon neutrality through strategies that reduce the project's emissions from transportation, energy, and consumption.

Goal E&C.3. Prepare Flagstaff's community systems and resources to be more resilient to climate change impacts, and address climate change in a manner that prioritizes those most impacted and ensures the costs and benefits of climate adaptation and mitigation are equitably distributed.

Policy E&C.3.1. Develop and implement a comprehensive and proactive approach to prepare the community for and to minimize the impacts of climate change induced hazards.

Policy E&C.3.2. Review and revise existing regulations, standards, and plans (codes, ordinances, etc.) to reduce the community's vulnerability to climate change impacts and reduce the disproportionate impacts on vulnerable communities.

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

Policy E&C.3.4. Increase the region's preparedness for extreme climate events.

Policy E&C.3.5. Improve the ability of vulnerable community members to adapt and thrive amidst the pressures of climate change.

Policy E&C.3.6. Attempt to equitably distribute the burdens and benefits of climate action policies and investments to all segments of the community.

Goal E&C.4. Integrate available science into policies governing the use and conservation of Flagstaff's natural resources.

Policy E&C.4.1. Assess vulnerabilities and risks of Flagstaff's natural resources in the context of anticipated climate changes and resulting changes to Flagstaff's systems.

Policy E&C.4.2. Develop water use policies that attempt to integrate current best projections of climate change effects on the Colorado Plateau's water resources and emphasize conservation.



Corridors serve many roles, and these roles may be understood as:

- Carrier of goods and people – how many, how far, what kind, what means
- Connector of activities – how active, what scale, what purpose, relationships
- Space and Shelter for activities within the public realm – how often, vulnerable, duration, solitude
- Symbol for the understanding of place – identity, purpose, behaviors as it applies to specific roads or corridors, not to classes of corridors.
- Builder and destroyer of city and place – corridors may be perceived as supporting a sense of place, or destroying it.

To fully implement the Regional Plan’s vision for Flagstaff’s roadways a Flagstaff “Streets Master Plan” should be developed to serve as the specific plan that bridges the City’s *Engineering Design Standards and Specifications* and the *Flagstaff Regional Plan*. Until such a Plan is developed, functional classifications for roads and their definitions can be found in the *Engineering Design Standards and Specifications*.



Photo credit: City of Flagstaff

Corridors in the Regional Transportation Plan

The Regional Transportation Plan (RTP) is a five year planning document developed by the Flagstaff Metropolitan Planning Organization. It is used to identify roadway projects that are eligible for federal funding. Some of the future roads identified on Map 25 are also identified in the RTP, however, these two documents are not required to match. The RTP provides more detail about the stage of planning for each roadway. Some future corridors are considered “conditional roads” in the RTP, which means that further study is required before proceeding with a project. Examples include the Clay Avenue Extension, the US 89 Bypass, the Metz Walk Extension, etc.

AUTOMOBILE GOALS AND POLICIES

Goal T.8. Establish a functional, safe, and aesthetic hierarchy of roads and streets.

Policy T.8.1. Promote efficient network connectivity to and within major trade corridors, employment centers, and special districts that enhances the region’s standing as a major economic hub.

Policy T.8.2. Maintain the road and street classification system that is based on context, function, type, use, and visual quality.

Policy T.8.3. Design neighborhood streets using appropriate traffic calming techniques and street widths to sustain quality of life while maintaining traffic safety.

Policy T.8.4. Protect rights-of-way for future transportation corridors.

Policy T.8.5. Support the area’s economic vitality by improving intersection design for freight movements.

Policy T.8.6. Maintain the City’s street infrastructure in a cost effective manner to ensure the safety and convenience of all users.



SUMMARY OF REVISIONS – REGIONAL PLAN TEXT AMENDMENT

Pages IV-11, IV-12, and X-19

This section summarizes the proposed text revisions for this major plan amendment.

Climate Change and Adaptation pages: IV-11 and IV-12

Revisions to goal two and associated policies

Goal: E&C.2

Current: Reduce greenhouse gas emissions

Proposed revision: Achieve carbon neutrality for the Flagstaff community by 2030.

Policy E&C.2.1

Current: Policy E&C.2.1. Encourage the reduction of all energy consumption, especially fossil-fuel generated energy, in public, commercial, industrial and residential sectors.

Proposed revision: Policy E&C.2.1. Encourage the reduction of energy and material consumption.

Policy E&C.2.2

Current: Promote investments that strengthen climate resiliency

Proposed revision: Promote investments that create a more connected and efficient community, decrease emissions from transportation and building energy, and strengthen climate resiliency.

NEW Policy E&C.2.3

Review and revise existing regulations, standards, and plans (codes, ordinances, etc.) to reduce community greenhouse gas emissions.

NEW Policy E&C.2.4

Promote developments that help the community achieve carbon neutrality through strategies that reduce the project's emissions from transportation, energy, and consumption.

Revisions to goal three and associated policies

Goal E&C.3

Current: Strengthen community and natural environment resiliency through climate adaptation efforts.

Proposed revision: Prepare Flagstaff's community systems and resources to be more resilient to climate change impacts, and address climate change in a manner that prioritizes those most impacted and ensures the costs and benefits of climate adaptation and mitigation are equitably distributed.

Policy E&C.3.2

Current: Review and revise existing regulations, standards, and plans (codes, ordinances, etc.) to reduce the community's vulnerability to climate change impacts.

Proposed revision: Review and revise existing regulations, standards, and plans (codes, ordinances, etc.) to reduce the community's vulnerability to climate change impacts and reduce the disproportionate impacts on vulnerable communities.

NEW Policy E&C.3.5

Improve the ability of vulnerable community members to adapt and thrive amidst the pressures of climate change.

NEW Policy E&C.3.6:

Attempt to equitably distribute the burdens and benefits of climate action policies and investments to all segments of the community.

Revisions to goal four and associated policies

Policy E&C.4.1

Current: Assess vulnerabilities and risks of Flagstaff's natural resources

Proposed revision: Assess vulnerabilities and risks of Flagstaff's natural resources in the context of anticipated climate changes and resulting changes to Flagstaff's systems.

In addition, a revision is proposed for policy T.8.1, in the Transportation Chapter.

Policy T.8.1:

Current: Promote efficient transportation connectivity to major trade corridors, employment centers, and special districts that enhances the region's standing as a major economic hub.

Proposed revision: Promote efficient network connectivity to and within major trade corridors, employment centers, and special districts that enhances the region's standing as a major economic hub.

TRACKED CHANGES – REGIONAL PLAN TEXT AMENDMENT

Pages IV-11 and IV-12

Climate Change and Adaptation

Climate change is disrupting global weather patterns and threatening communities across the world. While climate shifts have occurred in the past, today's climate is changing at a faster rate than ever recorded, due to the high concentration of human-caused greenhouse gas emissions.

Changes to the climate system have been noted through observations of increases in global average air and ocean temperatures, widespread melting of snow and ice, and rising global average sea level (Intergovernmental Panel on Climate Change ~~2007~~2019). At the same time, weather patterns have become more extreme, with more intense and longer droughts, more extreme precipitation events, and increased heat waves.

~~Many~~Climate models predict further decreases in annual precipitation and ~~increased~~ temperatures a 5°F increase ~~for~~ in the average temperature in Coconino County by 2050 ~~our~~ region, which in turn ~~(CLIMAS 2017)~~. The projected increases in temperature and volatility are likely ~~expected~~ to ~~lead to result in~~ changes to Flagstaff's regional forests, our vegetation and animal communities, and our community's systems and infrastructure ~~as well as declines in agricultural productivity and food security.~~

Local Climate Change Impacts

~~Recent warming in the Southwest has resulted in declines in spring snowpack and Colorado River flow. Flagstaff and Coconino County have seen warming since the mid-1980's, and will continue to see increased temperatures and aridity, or dryness.~~ Key issues that ~~the Southwest, including~~ the Flagstaff region, must address include the following:

- Increasing temperatures, particularly an increase in minimum temperatures, or overnight lows;
- An increase in aridity and drought, leading to dDepleted soil moisture;
- Decreasing water supplies, ; Rreductions in annual snowpack, and decreasess in snowmelt;
- ~~Depleted soil moisture;~~
- Increasing temperature, drought, Increasing risk of wildfire and, tree mortality, and invasive species and an; + increased frequency and altered timing of flooding;
- Impacts on the region's unique tourism and recreation opportunities; and its land use systems, housing, and infrastructure; increasing risks to cities and agriculture from a changing climate
- Increased risk to public health and + increased vulnerabilities of ~~the~~ lower income families, Black communities, Indigenous communities, communities of color, ~~poor~~, and the elderly, among other vulnerable groups.

Climate ~~Action:Adaptation and~~ Mitigation, Adaptation and Equity

The Flagstaff region has historically faced climate risks, including forest fires, record ~~warming~~high temperatures, snow storms, high winds, flooding, and drought. These events affect every resident, ~~and although different communities experience climate change in different ways. As~~ the regional climate changes, these risks will become more ~~frequent and~~ severe.

~~The effects-impact~~ of these ~~extreme events may changes can~~ be ~~lessened-reduced~~ with preventative measures. ~~Flagstaff's climate objectives in mitigation, adaptation and equity were established in the Flagstaff Climate Action and Adaptation Plan (2018) and then updated in the Flagstaff Carbon Neutrality Plan (2021). These documents outline three types of climate action:~~

- Mitigation ~~of these risks refers to reducing actions reduce~~ the severity of climate change by decreasing greenhouse gas emissions and limiting their concentration in the atmosphere. The Flagstaff region has the opportunity to help mitigate the changes in climate, ~~and by reducing emissions from transportation, building energy use, water use, consumption of goods and waste disposal.~~
- Adaptation actions prepare for ~~simultaneously be ready for its the~~ effects of climate change by understanding and preparing for the increased potential of wildfire, flooding, drought, and major community change, ~~other effects of climate change~~ and then building resilience to preparing for such short term hazards and long-term change. ~~Individual preparation measures could include preparing our homes for potential fire, implementing stormwater management best practices, and becoming more water efficient. Personal home or business investments in water conservation and stormwater collection, energy efficiencies, walking, biking, bus riding, recycling, re-using, and sharing also contribute to mitigating climate change.~~
- Equity actions reduce the unequal burdens created by climate change. Flagstaff can address climate change in a manner that prioritizes the vulnerable communities most impacted and ensures the costs and benefits of climate adaptation and mitigation are equitably distributed.

At the community level, mitigation investments include investing in critical public infrastructure such as reclaimed water, conservation, and stormwater collection; efficient; use of energy resources self reliance on transportation options; food production and the ability to generate energy by means other than fossil fuels; efforts to decrease dependence on cars, embrace electric mobility, produce clean electricity, facilitate fuel switching in buildings, reduce building energy use, improve sustainable consumption and waste management and undertake carbon dioxide removal. Adaptation will require building community resilience and investing in critical infrastructure such as stormwater and transportation systems, to prepare for increases in volatility, and protecting and preparing the community for extreme weather events, flooding, wildfires, and community change ~~other natural and human-caused hazards are examples of large-scale preparation (refer to the 2012 City of Flagstaff Resiliency and Preparedness Study) (2012).~~ Equitable systems investments include initiatives to protect vulnerable residents from the negative impacts of climate change and ensuring all residents can access the benefits of climate action. For the purposes of the Flagstaff Regional Plan, how we develop land will have a

significant impact on our ~~reduction of~~ greenhouse gas emissions and the mitigation of climate change.

CLIMATE CHANGE AND ADAPTATION GOALS AND POLICIES

Goal E&C.2. ~~Reduce greenhouse gas emissions~~ Achieve carbon neutrality for the Flagstaff community by 2030.

Policy E&C.2.1. Encourage the reduction of ~~all energy~~ and material consumption, ~~especially fossil fuel generated energy, in public, commercial, industrial, and residential sectors.~~

Policy E&C.2.2. Promote investments that create a more connected and efficient community, decrease emissions from transportation and building energy, and strengthen climate resiliency.

Policy E&C.2.3. Review and revise existing regulations, standards, and plans (codes, ordinances, etc.) to reduce community greenhouse gas emissions.

Policy E&C 2.4. Promote developments that help the community achieve carbon neutrality through strategies that reduce the project's emissions from transportation, energy, and consumption.

Goal E&C.3. ~~Prepare Flagstaff's Strengthen community systems and resources to be more resilient to climate change impacts natural environment resiliency through climate adaptation efforts and address climate change in a manner that prioritizes those most impacted and ensures the costs and benefits of climate adaptation and mitigation are equitably distributed.~~

Policy E&C.3.1. Develop and implement a comprehensive and proactive approach to prepare the community for and to minimize the impacts of climate change induced hazards.

Policy E&C.3.2. Review and revise existing regulations, standards, and plans (codes, ordinances, etc.) to reduce the community's vulnerability to climate change impacts and reduce the disproportionate impacts on vulnerable communities.

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

Policy E&C.3.4. Increase the region's preparedness for extreme climate events.

Policy E&C.3.5. Improve the ability of vulnerable community members to adapt and thrive amidst the pressures of climate change.

Policy E&C.3.6. Attempt to equitably distribute the burdens and benefits of climate action policies and investments to all segments of the community.

Goal E&C. 4. Integrate available science into policies governing the use and conservation of Flagstaff's natural resources.

Policy E&C. 4.1. Assess vulnerabilities and risks of Flagstaff's natural resources in the context of anticipated climate changes and resulting changes to Flagstaff's systems.

Policy E&C. 4.2. Develop water use policies that attempt to integrate current best projections of climate change effects on the Colorado Plateau's water resources and emphasize conservation.

TRACKED CHANGES – REGIONAL PLAN TEXT AMENDMENT

Pages X-19

Transportation Policy T.8.1 Revision

Tracked Changes:

Policy T.8.1. Promote efficient transportation-network connectivity to and within major trade corridors, employment centers, and special districts that enhances the region's standing as a major economic hub.

Climate Change and Adaptation

Changes to the climate system have been noted through observations of increases in global average air and ocean temperatures, widespread melting of snow and ice, and rising global average sea level (Intergovernmental Panel on Climate Change 2007). At the same time, weather patterns have become more extreme, with more intense and longer droughts, more extreme precipitation events, and increased heat waves. Many climate models predict further decreases in annual precipitation and increased temperatures for our region, which in turn are likely to result in changes to our vegetation and animal communities, as well as declines in agricultural productivity and food security.

Local Climate Change Impacts

Recent warming in the Southwest has resulted in declines in spring snowpack and Colorado River flow. Key issues that the Southwest, including the Flagstaff region, must address include the following:

- Decreasing water supplies
- Reduction in annual snowpack and decrease in snowmelt
- Depleted soil moisture
- Increasing temperature, drought, wildfire, tree mortality, and invasive species
- Increased frequency and altered timing of flooding
- Impacts on the region's unique tourism and recreation opportunities
- Increasing risks to cities and agriculture from a changing climate
- Increased vulnerabilities of the lower income, poor, and elderly.

Climate Adaptation and Mitigation

The region has historically faced climate risks, including forest fires, record warming, snow storms, high winds, flooding, and drought. These events affect every resident, and as the regional climate changes, these risks will become more frequent and severe. The effects of these extreme events may be lessened with preventative measures.

Mitigation of these risks refers to reducing the severity of climate change by decreasing greenhouse gas emissions and limiting their concentration in the atmosphere. The Flagstaff region has the opportunity to help mitigate the changes in climate, and simultaneously be ready for its effects by understanding the potential of wildfire, flooding, drought, and other effects of climate change and then preparing for such hazards. Individual preparation measures could include preparing our homes for potential fire, implementing stormwater management best practices, and becoming more water efficient. Personal home or business investments in water conservation and stormwater collection, energy efficiencies, walking, biking, bus-riding, recycling, re-using, and sharing also contribute to mitigating climate change.



Photo credit: Coconino National Forest



Photo credit: Arizona Daily Sun

At the community level, investing in critical public infrastructure such as reclaimed water, conservation, and stormwater collection; efficient use of energy resources; self-reliance on transportation options; food production and the ability to generate energy by means other than fossil fuels; and protecting and preparing the community for extreme weather events, flooding, wildfires, and other natural and human-caused hazards are examples of large-scale preparation (refer to the City of Flagstaff *Resiliency and Preparedness Study* (2012)).

For the purposes of the Flagstaff Regional Plan, how we develop land will have an impact on our reduction of greenhouse gas emissions and mitigation of climate change.



Photo credit: City of Flagstaff

CLIMATE CHANGE AND ADAPTATION GOALS AND POLICIES



Goal E&C.2. Reduce greenhouse gas emissions.

Policy E&C.2.1. Encourage the reduction of all energy consumption, especially fossil-fuel generated energy, in public, commercial, industrial, and residential sectors.

Policy E&C.2.2. Promote investments that strengthen climate resiliency.

Goal E&C.3. Strengthen community and natural environment resiliency through climate adaptation efforts.

Policy E&C.3.1. Develop and implement a comprehensive and proactive approach to prepare the community for and to minimize the impacts of climate change induced hazards.

Policy E&C.3.2. Review and revise existing regulations, standards, and plans (codes, ordinances, etc.) to reduce the community's vulnerability to climate change impacts.

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

Policy E&C.3.4. Increase the region's preparedness for extreme climate events.

Goal E&C.4. Integrate available science into policies governing the use and conservation of Flagstaff's natural resources.

Policy E&C.4.1. Assess vulnerabilities and risks of Flagstaff's natural resources.

Policy E&C.4.2. Develop water use policies that attempt to integrate current best projections of climate change effects on the Colorado Plateau's water resources and emphasize conservation.

Corridors serve many roles, and these roles may be understood as:

- Carrier of goods and people – how many, how far, what kind, what means
- Connector of activities – how active, what scale, what purpose, relationships
- Space and Shelter for activities within the public realm – how often, vulnerable, duration, solitude
- Symbol for the understanding of place – identity, purpose, behaviors as it applies to specific roads or corridors, not to classes of corridors.
- Builder and destroyer of city and place – corridors may be perceived as supporting a sense of place, or destroying it.

To fully implement the Regional Plan’s vision for Flagstaff’s roadways a Flagstaff “Streets Master Plan” should be developed to serve as the specific plan that bridges the City’s *Engineering Design Standards and Specifications* and the *Flagstaff Regional Plan*. Until such a Plan is developed, functional classifications for roads and their definitions can be found in the *Engineering Design Standards and Specifications*.



Photo credit: City of Flagstaff

Corridors in the Regional Transportation Plan

The Regional Transportation Plan (RTP) is a five year planning document developed by the Flagstaff Metropolitan Planning Organization. It is used to identify roadway projects that are eligible for federal funding. Some of the future roads identified on Map 25 are also identified in the RTP, however, these two documents are not required to match. The RTP provides more detail about the stage of planning for each roadway. Some future corridors are considered “conditional roads” in the RTP, which means that further study is required before proceeding with a project. Examples include the Clay Avenue Extension, the US 89 Bypass, the Metz Walk Extension, etc.

AUTOMOBILE GOALS AND POLICIES

Goal T.8. Establish a functional, safe, and aesthetic hierarchy of roads and streets.

Policy T.8.1. Promote efficient transportation connectivity to major trade corridors, employment centers, and special districts that enhances the region’s standing as a major economic hub.

Policy T.8.2. Maintain the road and street classification system that is based on context, function, type, use, and visual quality.

Policy T.8.3. Design neighborhood streets using appropriate traffic calming techniques and street widths to sustain quality of life while maintaining traffic safety.

Policy T.8.4. Protect rights-of-way for future transportation corridors.

Policy T.8.5. Support the area’s economic vitality by improving intersection design for freight movements.

Policy T.8.6. Maintain the City’s street infrastructure in a cost effective manner to ensure the safety and convenience of all users.



Carbon Neutrality Amendment to the Regional Plan

Jenny Niemann
November 16th 2021



Agenda

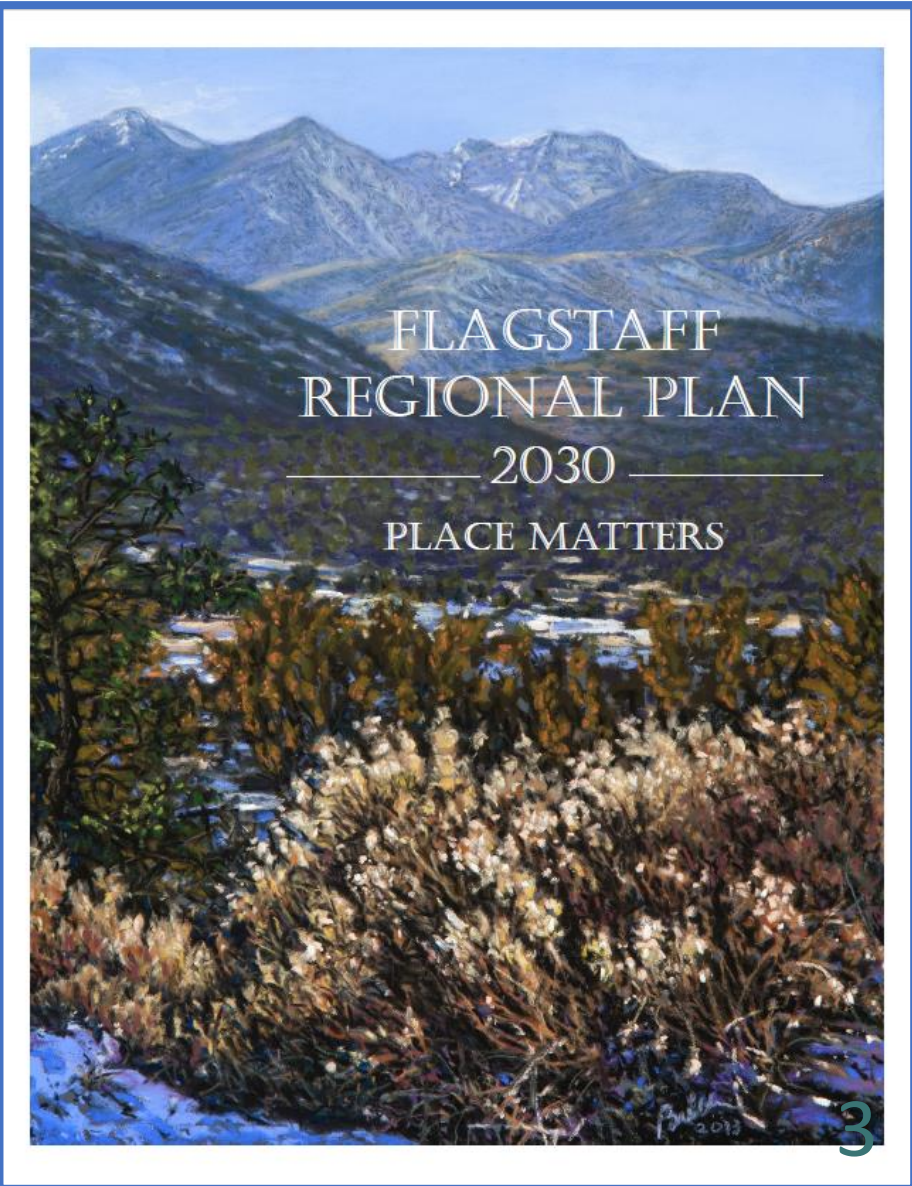
1. Process overview
2. Regional Plan amendment process and benefits
3. Climate action concepts & goals
4. The proposed amendment to the Regional Plan
5. Questions and discussion





The Flagstaff Regional Plan 2030

- Adopted in **2014** after a years-long development and engagement process
- A planning document that serves as a **roadmap to implement the community's vision.**
- **Three themes:**
 1. • Promote growth that protects our scenic beauty and unique ecosystem
 2. • Encourage efficient transportation modes and better connectivity, with housing and job opportunities
 3. • Grow our businesses by making the most of our educated, entrepreneurial, and creative citizens





Climate change in the Flagstaff 2030 Regional Plan:

Climate change is addressed over two pages in the Plan: Natural Environment Chapter, pages IV-11 and IV-12.

The climate change section includes three goals:

1. E&C.2: Reduce greenhouse gas emissions
2. E&C.3: Strengthen community and natural environment resiliency through climate adaptation efforts.
3. E&C.4: Integrate available science into policies governing the use and conservation of Flagstaff's natural resources.

Climate Change and Adaptation

Changes to the climate system have been noted through observations of increases in global average air and ocean temperatures, widespread melting of snow and ice, and rising global average sea level (Intergovernmental Panel on Climate Change 2007). At the same time, weather patterns have become more extreme, with more intense and longer droughts, more extreme precipitation events, and increased heat waves. Many climate models predict further decreases in annual precipitation and increased temperatures for our region, which in turn are likely to result in changes to our vegetation and animal communities, as well as declines in agricultural productivity and food security.

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Climate Adaptation and Mitigation

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Photo credit: Coconino National Forest



Photo credit: Arizona Daily Sun

At the community level, investing in critical public infrastructure such as reclaimed water, conservation, and stormwater collection; efficient use of energy resources; self-reliance on transportation options; food production and the ability to generate energy by means other than fossil fuels; and protecting and preparing the community for flooding, wildfires, and other natural hazards are examples of large-scale preparation and Preparedness Study (2012).

For the purposes of the Flagstaff Region's Climate Change Adaptation and Mitigation Plan, the following will have an impact on our reduction of greenhouse gas emissions and mitigation of climate change.

Goal 1 is to reduce greenhouse gas emissions.



Photo credit: City of Flagstaff

CLIMATE CHANGE AND ADAPTATION GOALS AND POLICIES

Goal E&C.2. Reduce greenhouse gas emissions.

Policy E&C.2.1. Encourage the reduction of all energy consumption, especially fossil-fuel generated energy, in public, commercial, industrial, and residential sectors.

Policy E&C.2.2. Promote investments that strengthen climate resiliency.

Goal E&C.3. Strengthen community and natural environment resiliency through climate adaptation efforts.

Policy E&C.3.1. Develop and implement a comprehensive and proactive approach to prepare the community for and to minimize the impacts of climate change induced hazards.

Policy E&C.3.2. Review and revise existing regulations, standards, and plans (codes, ordinances, etc.) to reduce the community's vulnerability to climate change impacts.

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

Policy E&C.3.4. Increase the region's preparedness for extreme climate events.

Goal E&C.4. Integrate available science into policies governing the use and conservation of Flagstaff's natural resources.

Policy E&C.4.1. Assess vulnerabilities and risks of Flagstaff's natural resources.

Policy E&C.4.2. Develop water use policies that attempt to integrate current best projections of climate change effects on the Colorado Plateau's water resources and emphasize conservation.

Evolution of the City's climate work

- 2014** The **Flagstaff Regional Plan 2030** is adopted.
This Plan sets three goals in the climate change section, including a goal to reduce greenhouse gas (GHG) emissions.
- 2018** The **Flagstaff Climate Action and Adaptation Plan** is adopted.
- Includes mitigation, adaptation and equity goals.
- 2020** City Council declares a Climate Emergency.
- 2021** City Council adopts the Flagstaff Carbon Neutrality Plan.
- Updates the mitigation goal to achieve carbon neutrality.

The Climate Emergency Declaration

1. Calls for a dramatic increase in **ambition and** city-wide **mobilization**.
2. Discusses the need for **full community** participation.
3. Calls on the city to prepare for future change and prioritize **vulnerable communities while reducing emissions**.
4. Sets a goal of **carbon neutrality by 2030**

Regional Plan Amendment: Process and Need





Major amendments to the Regional Plan

- Major amendments to the Flagstaff Regional Plan are triggered when there are proposed revisions to **goals or policies**, the backbone of the Regional Plan.
- The Major Amendment process involves significant documentation, staff analysis and public participation, and takes place between March and December of each year.
- **This amendment** was initiated by the Planning and Zoning Commission, at the request of the Sustainability Commission.



Need for this amendment

- The climate action work of the City has evolved rapidly since the 2014 adoption of the Regional Plan
- There is a **significant gap** between the Regional Plan's current climate goals and policies, and the City's climate goals as developed in its climate plans.
- The different goals have large differences in ambition and requisite actions, reflecting the growth in urgency for climate action.
- This amendment will update the Regional Plan **to align** with the goals of the Carbon Neutrality Plan.



Benefits of this amendment

- **Restores alignment** between the Regional Plan and the City's climate goals, clarifying the carbon neutrality goal and the types of climate action the City will take.
- **Formally recognizes** the climate action efforts of the City of Flagstaff and its partners will increase understanding within the Flagstaff community.
- Provide decision-makers with **support** when making decisions based on the City's climate action goals.
- Provides **transparency and clarity** on the City's decisions.

Background: Climate Change and Climate Action in Flagstaff



Climate Change in Flagstaff

Compared to today, by 2050, on average we can expect to see...



- Hotter temperatures.
- Increased aridity and more severe drought conditions.



- Less snowpack.
- More precipitation as rainfall instead of snowfall.



- Increased wildfire risk.

Vulnerabilities: What's at Risk?

Climate change will have cascading impacts in our community from health to housing.



Water



Land Use & Housing



Tourism & Economy



Health

Not all people face the same threats from climate change

Climate change threats and vulnerabilities can vary based on:

- Age
- Health conditions
- Income
- Race and ethnicity
- Physical ability
- Neighborhood
and more.



Three Types of Climate Action

MITIGATION

means reducing our greenhouse gas emissions, which are how we contribute to climate change

Reducing
our impact

Preparing
for change

ADAPTATION

means building resilience to long-term changes and short-term shocks

EQUITY

means ensuring fair distribution of resources, access and opportunities

Helping
the most
vulnerable

Carbon Neutrality Plan: **Goals**

Mitigation

- Achieve carbon neutrality by 2030

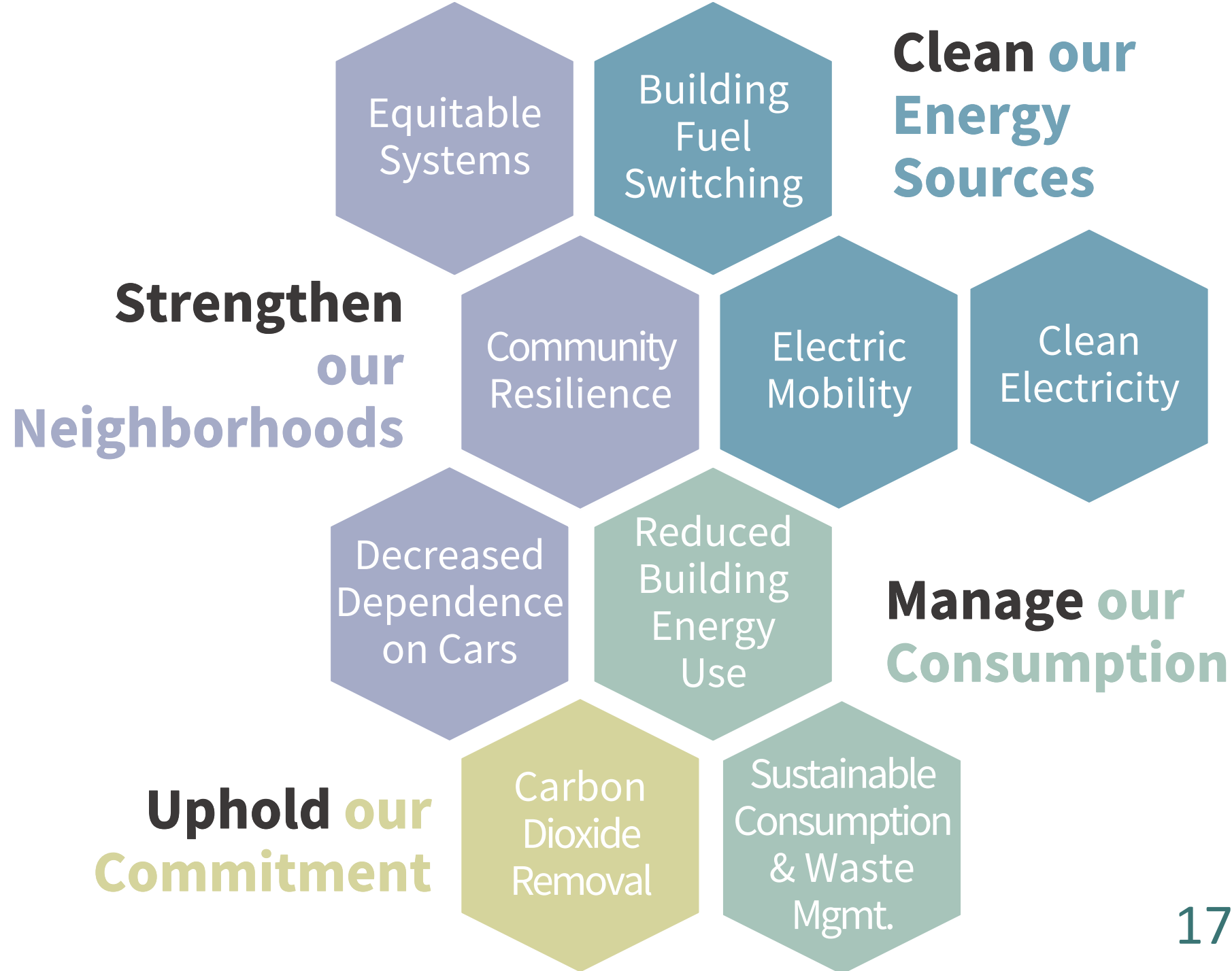
Adaptation (carried forward from 2018 CAAP)

- Prepare the city's communities, systems, and resources to be more resilient to climate change impacts.

Equity (carried forward from 2018 CAAP)

- Address climate change in a manner that prioritizes those most impacted and ensures the costs and benefits of climate adaptation and mitigation are equitably distributed.

CNP: Nine Target Areas of Action



The Proposed Amendment to the Regional Plan





The proposed changes to pages IV-11 and IV-12 include:

- Changes to the narrative
- Revisions to **goals E&C 2 and E&C 3**
- Revisions to policies **E&C 2.1, E&C 2.2, E&C 3.2, and E&C 4.1**
- Addition of four policies: **E&C 2.3, E&C 2.4, E&C 3.5, and E&C 3.6**



Edits to the narrative:

1. Updates to the projected climate changes, using data from the 2017 Flagstaff and Coconino County Climate Profile.
2. Additions to definitions and examples for the three types of climate action: mitigation, adaptation, and equity.
3. Updates to the list of possible climate actions, to align with the target areas in the Flagstaff Carbon Neutrality Plan.



Changes to Goal 2: Mitigation and associated policies

Goal E&C 2:

The proposed revision will increase specificity in the greenhouse gas reduction goal, in order to align with the Carbon Neutrality Plan.

The proposed policy changes will:

- Simplify the policy around reducing energy and materials consumption.
- Add details to the types of investments that would support climate action.
- Create a new policy to review existing regulations and plans to reduce emissions.
- Create a new policy to specify how developments can support carbon neutrality.



Changes to Goal 3: Adaptation and associated policies

Goal E&C 3:

The proposed revision will align the Regional Plan goal with the adaptation and equity goals of the 2018 Climate Action and Adaptation Plan and the Carbon Neutrality Plan.

The proposed policy changes will:

- Add detail to encourage the review of existing regulations and plans with the lens of reducing disproportionate impacts on vulnerable communities.
- Create two new policies to incorporate equity considerations and actions.



Changes to policies under Goal 4:

One proposed change to Policy 4.1 will add clarity regarding how we will assess vulnerabilities and risks.

Changes to Policy T.8.1 in the Transportation Chapter:

One proposed change to Policy T.8.1 will add specificity, clarifying the policy of promoting 'network connectivity.'

Process Recap

Spring: Initiation of the Amendment

- Sustainability Commission request for the amendment
- Planning and Zoning Commission initiation
- Interdivision Staff Review (IDS)

Summer: 60-day Review Period July 13 – Sept. 13

- Targeted mailings, Daily Sun advertisements, press releases, social media advertisements, and a dedicated webpage
- Two online information sessions: July & September
- One in-person Open House: August
- Flagstaff community forum feedback form

Fall: Planning and Zoning Commission Review

- Citizen's Review Session
- Two Public Hearings

Next steps in this process

November 17th
4:30 PM

Planning and Zoning
Commission **Public Hearing #2**

Online Teams meeting *and*
Murdoch Community Center
203 E Brannen Avenue

Dec. 7th

Public Hearing at the Flagstaff
City Council and potential
adoption

Questions, comments & discussion

Thank you!

www.Flagstaff.AZ.gov/CNP

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City of Flagstaff

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